



AP-Alternatives, LLC
20-345 County Road X
P.O. Box 224
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Phone: 419-267-5280
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**LIMITED WARRANTY
1-1-2020**

AP-Alternatives, LLC (APA) warrants that its Solar Racking System (SRS), when sold and delivered pursuant to an APA Order, will be new, will conform to the specifications in the applicable APA Sales Order, and will be free from defects in material and/or workmanship for a period of twenty-five (25) years for ground-mount systems from the date of SRS shipment, except for the coating which may show corrosion but shall guard the racking from structural degradation for a period exceeding the warranty period; however, no copper wire shall touch the galvanized coating. The two materials are dissimilar metals and, if touching, may result in accelerated corrosion. Warranty claims that are found to be caused by copper touching the galvanized steel will be denied. Except for the foregoing limited warranties, APA makes no other warranties express or implied for the SRS.

Where APA is contracted to install the SRS, APA warrants its installation process will be free from defect in workmanship for a period of eighteen (18) months from the date of installation completion. Particular to ground-mount applications, no helical anchor or ballast shall be installed over filled trenches, due to the high probability of settling. APA may install may foundations or ballast over trenches at contractor's request, providing contractor assumes full responsibility for any settling that may occur, as this voids the APA installation warranty in such areas.

This warranty does not apply to damage incurred during shipment and does not apply to damage that is the result of improper handling unless shipping and installation of the system are contracted to APA. This warranty will be void if, during the warranty period, the SRS has been improperly or incorrectly installed, used, or maintained, or has been operated under abnormal conditions or contrary to applicable specifications.

This warranty is granted to the original SRS Purchaser, and may be passed on to a successor, assignee, or transferee upon written notification to, and approval by APA, whose approval will not be unreasonably withheld. This warranty is only applicable to the original installation of the SRS. This warranty does not apply to damage to the SRS that is the result of weather conditions that exceed local building code limits that were applicable at the time the SRS was ordered.

IT IS RECOGNIZED AND AGREED THAT THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED AND THAT APA DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

In the event the SRS fails to satisfy the foregoing limited warranties, APA will repair or replace, at its option and cost, the defective product. The foregoing remedy shall be in lieu of all others that the SRS Purchaser may have, and the Purchaser waives all other remedies.

To obtain warranty service, the Purchaser shall contact APA by telephone or e-mail, and APA will establish a Claim File and initiate action to repair or replace the defective product. APA will work with the Purchaser to determine the extent of the problem and may elect to perform site inspection. APA will arrange for removal and replacement of the defective product and bear all costs associated with transportation of new and defective products to and from the installation site.

APA will not assume expense or liability for correction of a defective SRS by the Purchaser or by third parties without prior written authorization from APA. In the event of the authorized correction of a defective SRS, the warranty period will be extended by the length of time during which the defective equipment was in the replacement cycle.

APA's total liability hereunder for the repair or replacement of a SRS, or any defective components thereof, shall not exceed the original purchase price of the system. In no event will APA be liable for or responsible to the Purchaser or to any other party for any consequential, incidental or special loss, cost, damage, or expense arising from the curtailment or interruption of plant operation or from the curtailment or interruption of any operations, processes or equipment connected to the SRS.

APA shall limit its warranty to 10 years if the equipment is shipped outside the Continental United States, unless additional arrangements are agreed upon in writing.

THIS WARRANTY GRANTS THE PURCHASER SPECIFIC LEGAL RIGHTS THAT MAY VARY ACCORDING TO THE STATE IN WHICH THE SRS IS INSTALLED. IN SOME STATES, SELLERS CANNOT LIMIT THE RIGHTS OF THE PURCHASER SO YOU MAY HAVE ACCESS TO LEGAL REMEDIES IN ADDITION TO OR GREATER THAN THOSE SPECIFIED HERE.

Warranty Service Contact
Justin Ridley, Engineering Manager
Phone: (419) 267-5280
E-mail: jridley@apalternatives.com

Customer Name:

Project Location:

Warranty Activation Date:

AP-Alternatives, LLC

Signed _____