POLAR RACKING

FIXED GROUND-MOUNT SOLAR RACKING

PRU

10 YEAR LIMITED WARRANTY FOR PRU SYSTEMS LESS THAN 100KW

IMPORTANT WARNING

It is critical that the Polar Racking be properly and securely attached together and installed on a roof or in the ground. Improper installation could result in injury or damage to people and property including, but not limited to, the installer(s), building, roof, solar modules and other people and equipment. You are responsible for installing and securing the products properly and checking the attachments prior to module installation.

Read and understand all of the instructions and cautions supplied with your Polar Racking Product prior to installation or use. If you do not understand all of the instructions and cautions, or if you do not have sufficient mechanical and electrical experience and are not thoroughly familiar with the installation procedures, you should have the Product installed by a professional installer.

Polar Racking Inc. ("Polar") , warrants to the original purchaser ("Purchaser") of its racking Product(s) ("Product") that the Product shall be free from defects in material and workmanship for a period of ten (10) years from the date or original purchase ("Racking Warranty"), save and except for the finish of said Product.

What Does The Warranty Cover?
The Racking Warranty covers any defects in material and workmanship, but does not include on-site labour.

How Long Does The Coverage Last?
The Racking Warranty lasts for a period of ten (10) years from the date of original purchase. The warranty, during its term, is transferable from the Purchaser to a new owner of the Product upon written notice of said change of ownership being given from original purchase to Polar within 60 days of said change of ownership.

What Will Polar Do?
If within the specified Warranty periods the Product shall be reasonably proven to be defective, then Polar shall at its option, and subject to the limitations described herein, Polar will: (i) repair or replace any defective Product at no charge; (ii) refund the full purchase price of the Product; or (iii) issue credit in the amount of the purchase price to be used toward the purchase of new Product or accessories from Polar. Such repair or replacement shall completely satisfy and discharge all of Polar's liability with respect to this limited Warranty.

What Does This Warranty Not Cover?
The following are not covered by these warranties: on-site labour in any form and any problem or damage that is caused by abuse; negligence; failure to follow professional engineer stamped drawings for the specific installation; normal wear and tear; defects related to corrosion; defects related to improper foundation design or installation; modifications or repairs not performed or authorized by Polar; overloading; misuse, including but not limited to failure to assemble, mount, or use the Product in accordance with its written instructions or guidelines included with the Product or made available to the Purchaser; or an act of God (such as wind storms or similar events). Polar is not liable for or warranty material used on or fixed to the bottom of the Product, which in all installations are chosen by the original purchaser/installer/user of the Product. All installations in corrosive atmospheric or soil conditions are excluded and void said Racking Warranty. This Racking Warranty shall be VOID if installation of the Product is not performed in accordance with any Professional Engineer stamped drawings created for the specific installation, including geotechnical studies and foundation design, or Polar's written installation instructions, or if the Product has been modified, repaired, or reworked in a manner not previously authorized in writing by Polar, or if the Product is installed in an environment or fashion for which it was not designed.

The Racking Warranty does not cover damage to the Product that occurs during its shipment, storage, or installation.

No warranty is given for Products purchased or used outside the United States or Canada. To the furthest extent permitted by law, (i) this warranty does not cover damage to property other than the Product itself; and (ii) the remedies provided for herein shall be exclusive.

POLAR LIMITS THE DURATION OF ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE SHORTEST PERIOD PERMITTED BY LAW, WHICH IN ANY EVENT SHALL NOT EXCEED THE DURATION OF THIS WARRANTY. Some provinces/states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. ALSO, CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE NOT RECOVERABLE UNDER THIS WARRANTY. Under no circumstances shall Polar be liable for special, indirect or consequential damages arising out of or related to use by Purchaser of the Product. Manufacturers of related items, such as PV modules, and foundations, may provide written warranties of their own. Polar's limited Warranty covers only its Product, and not any related items. Some provinces/states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Polar will not be held responsible for any modifications or alterations made to any approved design layout and/or specification provided by Polar. Any and all proposed changes must first be reviewed, and approved in writing by Polar's Engineering team. No warranty is provided or implied by Polar with regards to the design or supply of the foundation or geotechnical services or suitability of the soil to support the installation of such Product, or otherwise. By acceptance of this document, the Purchaser acknowledges that they understand and agree to/with the above statement and any and all limitations detailed in this warranty.

How Do You Get Service?
In order to be eligible for service under this warranty you must immediately notify Polar, in writing, upon learning of any defect of its Products by writing to the address listed above and explaining the nature of the defect. If appropriate, arrangements for service under this warranty will be made. You may be required to provide proof of purchase prior to obtaining service under this warranty. In addition, Polar may require you to return the Product to Polar at your sole cost and expense for service and/or a determination by Polar, in its sole discretion, as to whether the Product is defective.