



## Limited Warranty

In so far as Fujian Antai New Energy Tech. Co., Ltd. (Here after called Antai) grants the customer a 10 year warranty to aluminum solar mounting systems, except for the anodized finish, which finish shall be free from visible peeling, or cracking or chalking under normal atmospheric conditions for a period of five (5) years. The Warranty Start Date is the date of delivery of the Product(s) to the Buyer or 2 months after the date of Product(s) dispatch from Antai manufacturing site, whichever date is earlier.

### Warranted Products

All anodized aluminum products and stainless steel 304 components in the solar mounting systems.

### Exclusions and Limitations

In the event that damage is caused to a purchased item under following terms, Antai will not exchange the respective component in free even within the warranty period.

1. Failure to comply with Antai's installation manual;
2. Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation;
3. The warranty period for each component defined in the respective product sheet by Antai shall apply. The warranty period commences with the transfer of risk of the respective component; if, for particular components, generally or for a particular type of use a possible shorter life is expressly indicated within Antai's individually-generated plans, an exchange is scheduled within a shorter period, the warranty period shall be restricted to such life or period.
4. The warranty is limited to additional delivery for the defective components upon notification of the damage within the warranty period. Any statutory guarantee or liability claims shall remain unaffected.
5. The obligation to fulfill the warranty shall not apply if the damage has arisen in connection with exceptional stress (e.g. storm damage, impact of instability of the sub-surface, particular chemical or biological effects). Or in such conditions, accident, force of nature (such as lightning strike, earthquake), influence from chemical products or other acts beyond Antai's reasonable control (including damage by fire, flood, etc.)



6. With regard to installation and handling, the technical product descriptions and installation instructions regarding the respective products as supplied by us shall apply, as shall the statutory and generally-recognized standards and principles of building and construction work in local market as well as, as appropriate, on a priority basis, the plans, statics and instructions prepared by us individually for the customer.
7. No claims shall exist if the damage is covered or can usually be covered by insurance against storm and similar events (natural-peril insurance).
8. This warranty shall only be applied to solar mounting systems designed by Antai. Custom design products if suggestions by Antai are declined, this product is excluded in this warranty.
9. This warranty shall only establish claims of Antai's customer, via which all warranty claims are to be settled. Assertion by third parties shall only be possible if Antai agrees thereto.
10. Limited Warranty does not apply to any Products which have been subjected to use of the Products in such a manner as to infringe Antai's or any third party's intellectual property rights (e.g. patents, trademarks).

### **Repair, Replacement or Refund Remedy**

1. As Buyer's sole and exclusive remedy under this Limited Warranty (though Buyers should note paragraph 4 below regarding the potential existence of other statutory rights), Antai will, in its sole discretion, either, with regard to the applicable Product (or component thereof in the case of Mounting Product):

- a) refund the historical purchase price of the relevant Product(s); or
- b) repair the defective Product(s) at no charge (subject to the following paragraph); or
- c) replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge (subject of the following paragraph).

In the event that Antai opts for options b) or c), Antai shall bear all insurance and transportation charges (except air freight, courier freight), customs clearance and any other costs for returning the defective Product(s) to Antai and shipping the repaired or replaced Product(s) to Buyer (a Buyer may claim reimbursement by Antai for these charges by contacting Antai and providing proof to Antai that these charges were incurred, e.g. an invoice from the relevant service provider). The costs and expenses for their removal, installation or reinstallation shall remain with Buyer.

2. The warranty period(s) shall not extend or renew upon the repair or replacement of a defective Product by Antai. The warranty period for replaced or repaired Product(s) is the remainder of the warranty on the original new Product(s).

3. All other claims under this Limited Warranty against Antai shall be excluded. Under this Limited Warranty, Antai is not responsible for any special, incidental or consequential damages (including loss of profits, harm to goodwill or business



reputation, or delay damages) whether such claims are based in contract, warranty, negligence or strict tort. This exclusion applies to the extent permissible by law, and even if the remedies set forth below herein are deemed to have failed of their essential purpose.

### **Rights and Remedies against Third Parties**

This Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Product(s). It shall not affect any rights, obligations and remedies of the Buyer, if any, with regard to third parties for defects or non-conformity or non-compliance of the Products, notwithstanding its legal basis. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which Buyer may be entitled by agreements with such third parties or by law.

### **Claims Procedure, Notice Periods, Expiration of Warranty Claims and Limitations**

1. Buyer shall notify Antai immediately after discovery of any claim under this Limited Warranty by letter, facsimile or e-mail specifying each alleged claim including evidence of the claims and the serial numbers of the Product(s) at issue.
2. Any claim for breach of this Limited Warranty must be brought within one (1) month after discovery of the breach.
3. The return of any defective Product(s) will not be accepted unless prior written authorization has been given by Antai.

### **Force Majeure**

Antai shall not be responsible or liable in any way to the Buyer for any non-performance or delay in performance under this Limited Warranty due to occurrences of force majeure such as, war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Warranty.

### **Warranty Assignment**



This Limited Warranty is only applied when the Products remain installed in their original installation location.

### **Validity**

This Limited Warranty shall apply to Product(s) manufactured after 1<sup>st</sup> January 2019. This Limited Warranty shall be valid until a new revision is issued by Antai.

### **No other Warranty**

Unless modified in a writing signed by an officer of Antai, the Limited Warranty set forth herein is the only express warranty (whether written or oral) by Antai applicable to the Products and no one is authorized to restrict, expand or otherwise modify this Limited Warranty.

### **Miscellaneous**

If any provision of this Limited Warranty is held invalid, unenforceable or contrary to law then the validity of the remaining provisions of this Limited Warranty shall remain in full force and effect.

### **Contact Details:**

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