



25 Year Limited Warranty for Solar Fastening Systems from SUNFIXINGS Limited.

1. Limited Warranty

This Warranty is given by SUNFIXINGS Limited ("SL") to its customer (being the first end consumer) ("Customer") in respect of goods ("Goods") sold and/or supplied by SL to the Customer.

The warranty period ("Warranty Period") shall, unless otherwise expressly agreed or provided herein, commence on the date of delivery of the Goods to the Customer and terminate at the expiry of 25 years therefrom.

During the Warranty Period, SL warrants that the Goods shall be free from the defects and/or failures specified below:

- a) Defects and/or failures due to manufacturing;
- b) Defects and/or failures due to materials; or
- c) Non-conformity with specifications due to faulty manufacturing and/or inspection processes.

In the event of a valid claim under this warrant, SL shall make all reasonable efforts to repair or replace the Goods. In the event of replacement, SL shall supply and arrange installation of components of at least equivalent performance.

If SL determines (in its absolute discretion) that repair or replacement is not commercially feasible, SL shall compensate the Customer in such amount as it may reasonably determine, having regard to the value of the defective or failed Goods.

2. General Conditions

The following general conditions apply:

- a) It is a condition of SL's liability hereunder that, prior to the supply of the Goods, the Customer has provided SL with full and accurate information as to the location and use of the System and all such other matters as SL may have requested (including in any form of checklist issued to the Customer) and/or would reasonably be considered relevant to the design, installation, use and/or maintenance of the Goods.
- b) SL shall be under no liability under this Warranty or otherwise in respect of any defect and/or failure attribute (whether in whole or part) to any error or other inaccuracy in any drawing, design, specification or information supplied by the Customer.
- c) SL shall be under no liability under this Warranty or otherwise, if without its written consent, any third party products are used in or as part of the solar fastening system for which the Goods have been sold and/or supplied.
- d) In addition to any other instructions and/or requirements notified by SL, the Customer must arrange for the Goods to be subject to at least annual inspection and maintenance by properly qualified and experienced persons (MCS accredited or equivalent).
- e) The Warranty Period shall expire on such earlier date as many be notified by SL to the Customer prior to the supply of the Goods in the event that a shorter lifetime or replacement period is defined for those Goods.
- f) A claim under this Warranty may only be made by the Customer (unless otherwise expressly agreed by SL in writing).
- g) Any alleged defect and/or failure must be notified to SL in writing within 21 days from the date it becomes known to the Customer (or would have become known upon reasonable inspection).
- h) SL is to be afforded the opportunity to inspect the Goods (including, if it so requires, to arrange for inspection by an expert or independent inspection company).
- i) No claim may be brought under this Warranty after expiry of the Warranty Period.
- j) SL shall be under no liability under this Warranty or otherwise;
- i) If the Customer is in breach of these conditions,
- ii) If the Goods conform to the Customer's drawing, design and/or specification,
- iii) If the Customer fails to follow SL's written instructions and/or generally accepted standards and principles of construction as to handling, storage, installation, use, inspection and/or maintenance of the Goods,
- iv) If the relevant defect and/or failure is caused by or otherwise arises from (in whole or part) negligence, abnormal working conditions, failure to use the Goods for their intended purpose(s) or within the parameters of the specifications or instructions given and/or supplied or made available by SL, misuse, abuse, neglect, accident, improper installation or application, or removal modification or repair without SL's written approval, and/or,

v) If the relevant defect and/or failure is caused by or otherwise arises from (in whole or part) conditions exceeding the voltage, wind or snow load specifications (as applicable), power failure surges, fire, explosion, civil disorder, riots, damage from persons, insects or animals; or exposure to chemical or biological substances, toxins and/or potentially harmful substances contained within or emanating from the site (whether or not SL has been made aware of these); sea salt corrosion, breakage (including glass breakage) from impact, or lightning storms, tornadoes, hurricanes, earthquakes, floods or other natural forces or acts of God or force majeure and/or other unforeseen events and circumstances beyond the reasonable control of SL.

3. Limitations

Unless otherwise expressly agreed by SL in writing or provided herein, this Warranty sets out the entirety of SL's liability and/or responsibility for and in respect of the Goods.

Unless otherwise expressly provided herein, all implied Warranties, Terms and Conditions (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law and SL shall not be liable to the Customer for any loss of any kind which arises out of the breach of implied Warranties, Terms or Conditions, or breach of duty of any kind imposed on SL by operation of law.

Nothing in this Warranty shall exclude or limit SL's liability in respect of any claim for death or personal injury caused by its negligence or in respect of liability for defective products under the Consumer Protection Act 1987 or in respect of any liability which arises under any safety regulation made under the Consumer Protection Act 1987 or for any fraudulent misrepresentation or for any other liability to the extent that it may not be so excluded or limited by law.

In the event of any claim, howsoever arising, SL shall not be liable to the Customer or any other person for any;

- a) Indirect losses;
- b) Economic losses;
- c) Loss of profits or anticipated profits;
- d) Loss of expected future business;
- e) Damage to reputation or goodwill, nor;
- f) Any claim for consequential compensation whatsoever.

SL's aggregate liability, if any, damages or otherwise, shall not exceed the purchase price paid to SL by the Customer for the Goods.

4. Miscellaneous

- a) The Customer may not assign charge or part with its interest in or under this Warranty without the written consent of SL.
- b) No person (save the Customer and SL) shall have any rights under or in connection with this Warranty whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- c) The provisions of this Warranty are severable and if any provision is held to be invalid or unenforceable by any court or body of competent jurisdiction then such invalidity or unenforceability shall not affect the remaining provisions of this Warranty.
- d) Wherever used herein (unless the context otherwise requires) expressions in the singular shall include the plural and in the masculine shall include the feminine and vice versa and references to persons shall include corporations and vice versa.
- e) This Warranty and any claims and/or disputes hereunder or relating hereto shall be governed by English law, and any disputes shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.