

Warranty

Maintenance and Cleaning

6005-T5 aluminum is largely maintenance free. Only in highly polluted or marine conditions is rinsing with clean water required, during scheduled panel cleaning.

Warranty Conditions

Jiangyin Titanergy Co.,Ltd warrants that its Titan PV Mounting System is free from defects in materials and workmanship for a period of 10 years from the date on which the System is purchased from Titan Solar, on the terms set out in this warranty.

In the event that the System does not conform to this warranty during the Warranty Period, Titan Solar will, at its option, either repair or replace the System or pay the cost of having the System repaired or replaced. To the extent permitted by law, Titan Solar's total liability under this warranty will in no circumstances exceed the repair or replacement of the System or payment of the cost of having the System repaired or replaced. In the event of replacement of the System, any remaining part of the Warranty Period will be transferred to the replacement System.

This warranty will not apply to any defect or damage to the Frame arising directly or indirectly from:

1. shipment or storage of the System;
2. improper installation, maintenance, repair or use of the System;
3. normal wear and tear;
4. misuse, neglect, abuse, accidental damage or modification to the System;
5. failure to observe the instructions set out in the System Manual; or
6. power failure, power surges, lightning, fire, explosion, flood, extreme weather conditions, environmental disasters or other causes outside Titan Solar's control, as determined by Titan Solar in its sole discretion.

This warranty does not cover, and under no circumstances will Titan Solar be liable for, any costs associated with the removal, shipping, handling or re-installation of the System or the costs of sending personnel to any site to repair or replace the Frame.

This warranty is only provided to the original purchaser of the Frame from Energy Matters (Purchaser) or, where the Purchaser is an installer or builder who on-supplies the Frame to another party, to that other party (End-User).

This warranty is not transferable.

Where an End-User wants make a claim under this warranty, the End-User must in the first instance contact the installer or builder from whom the System was purchased.

All warranty claims must be:

_ made in writing and addressed to the Titan Solar; and accompanied by proof of purchase of the System in a form acceptable to Titan Solar.

This warranty will not apply to any claims received by Titan Solar after the expiration of the Warranty Period.

Titan Solar makes no warranties, express or implied, other than the warranties made herein, and specifically disclaims all other warranties, representations and conditions to the extent permitted by law. To the extent permitted by law, in no circumstances will Titan Solar be liable for direct, indirect, special or consequential damages arising from a defective System or for any damage or injury to persons or property. Titan Solar's aggregate liability, if any, in damages or otherwise, will not exceed the invoice value of the System at the time of purchase from Titan Solar.

Any provision contained in this warranty which is prohibited or unenforceable in any jurisdiction will be deemed to be ineffective to the extent of such prohibition or unenforceability and will not invalidate the remaining provisions nor affect the validity or enforceability of that provision in any other jurisdiction.

This warranty will be governed and construed in accordance with the laws of Victoria, Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria.

References

AS/NZS1170.2.2011, structural design actions, Part 2: Wind actions

AS3566-2011, self-drilling screws for the building and construction industries.