

Manufacturer's Limited Product Warranty

BLIKIR Inc. ("BLIKIR"), the manufacturer of the Products (as defined below), provides the following limited product warranties to the original buyer of the Products, and any subsequent owner of the Products ("Buyer") at the original installation Site:

1. PRODUCT, SITE, INSTALLATION MANUAL

"Product" means the RCP-2 steel structure components designed and manufactured by BLIKIR. "Site" means the original site where the Product is installed. To qualify for Warranty coverage, the Product must be installed and used in accordance with the BLIKIR Installation Manual. A copy of the BLIKIR Installation Manual is delivered with the Product and is available here: <https://www.blikir.com/resources>

2. WARRANTIES AND WARRANTY PERIODS

- a. The Product, when installed at the Site and maintained in accordance with the BLIKIR Installation Manual, will be free from defects in material and workmanship which substantially impair the use of the Product for the purpose described in the BLIKIR Installation Manual, for a period of twenty-five (25) years.
- b. The Product is made of galvanized steel. Provided the Buyer maintains the Product in accordance with the BLIKIR Installation manual, the Product will be free from rust for a period of three (3) years.
- c. Finishes on the Product will be free from visible defects, peeling or cracking under normal atmospheric conditions for a period of five (5) years.
- d. The warranty period begins on the earlier of (i) the date of completion of Product installation at the Site, or (ii) three (3) months following the Product purchase date by the original Buyer. Proof of purchase of the Product is required for any warranty claim.

3. WARRANTY TRANSFERENCE

Buyer may transfer this Warranty to subsequent Site owners, or if original Buyer is a contractor to the Site owner, provided that the Product remains installed at the original Site, provided:

- a. The subsequent owner agrees to the terms of this Limited Warranty as if it were the Buyer;
- b. BLIKIR consents in writing to the transfer of this Limited Warranty; and
- c. The subsequent owner retains the original proof of purchase of the Product.

A change in ownership of the Product or a transfer of this Limited Warranty will not cause the warranty periods to be reset.

4. WARRANTY LIMITATIONS

a. This Limited Warranty is effective only for Products which are installed and used in accordance with the Installation Manual. BLIKIR will have no obligation under the Limited Warranty for damage to Product due to:

- (i) force majeure events, such as hurricane, fire, flood, or earthquake or other natural disaster;
- (ii) vehicular or other accidents, or breakage due to thrown or flying objects;
- (iii) vandalism, criminal acts, or terrorist acts;
- (iv) normal wear and tear;
- (v) improper or incorrect installation, use, delivery or maintenance of the Product;
- (vi) alteration, modification or repair to the Product without BLIKIR's prior authorization;
- (vii) damage to or caused by, or defects in, parts or materials not sold by BLIKIR (irrespective of BLIKIR documentation);
- (viii) failure to use EPDM pieces supplied by BLIKIR;
- (ix) events occurring during the post-sale shipment, storage or installation;
- (x) faulty wiring work, faulty installation work or faulty handling during such work;

b. BLIKIR will have no obligation under the Limited Warranty for damage to the finish due to physical damage or contact with any foreign substance, or the Buyer's failure to comply with the maintenance instructions set forth in the Installation Manual. The finish warranty above does not apply to surface oxidation or any foreign residue deposited on the Product finish, or to Products installed in corrosive atmospheric conditions, and is void if the practices specified by AAMA 609 & 610-02 –"Cleaning and Maintenance for Architecturally Finished Aluminum", or ASTM A780/A780M -09 "Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings", as applicable, are not followed.

c. This Limited Warranty covers only the Product. This Limited Warranty excludes any components or other items installed on the Product such as, but not limited to, rails, L-feet, solar panels, inverters, wiring, electric devices and components, EV chargers, wiring boxes or other accessories, or damaged caused by such components or items. Goods which may be sold by BLIKIR, but which are not designed or manufactured by BLIKIR are not warranted by BLIKIR, but are sold only with the warranties, if any, of the original manufacturers thereof

5. WARRANTY CLAIMS

Buyer may make a claims for a breach of the Limited Warranty by contacting BLIKIR at support@blikir.com.

Buyer must deliver the written warranty claim to BLIKIR within the relevant limited warranty period set forth in Section 2. Buyer must include photos of the claimed damage, proof of purchase of the Product and, if available, proof of the installation date at the Site. At BLIKIR's discretion, it may require Buyer to ship the damaged part to BLIKIR.

BLIKIR will investigate the limited warranty claim. If BLIKIR finds the Product to be non-conforming, BLIKIR will, at its sole discretion, repair or replace the Product or the non-conforming component. Repair or replacement does not cause the beginning of new warranty period, or an extension of the warranty period. BLIKIR's aggregate liability for all warranty claims shall not exceed the original purchase price of the Product. Buyer shall bear all costs of shipment or transportation related to the repair or replacement of the nonconforming Product. Such repair or replacement shall be Buyer's sole remedy and shall fulfill all of BLIKIR's obligations with respect to the Product and all warranty claims.

6. LIMITED WARRANTY; LIMITED LIABILITY.

Except as set forth above, BLIKIR sells the Products on an "AS IS" basis, which may not be free of errors or defects. BLIKIR EXPRESSLY DISCLAIMS EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES NOT SET FORTH ABOVE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, WORKMANLIKE EFFORT, CORRESPONDENCE TO DESCRIPTION, DESIGN, TITLE OR NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE PRACTICE.

IN NO EVENT SHALL BLIKIR BE LIABLE FOR, AND BUYER HEREBY AGREES TO INDEMNIFY EVEREST FROM AND AGAINST, ANY AND ALL CLAIMS AND COSTS, INCLUDING ATTORNEY'S FEES, ARISING IN ANY WAY FROM THE SALE, USE OR INABILITY TO USE THE PRODUCT, BASED ON: LOSS OF USE, REVENUE OR PROFIT; COST OF COVER, LOSS OF USE OR OTHER ECONOMIC ADVANTAGE, DIRECT, INDIRECT, SPECIAL, PUNITIVE, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGE; OR INJURY TO PERSONS OR PROPERTY. ALL SUCH DAMAGES AND EXPENSES ARE HEREBY EXCLUDED.

BLIKIR will not be liable for claims by Buyer for damages suffered by Buyer's customers, or claims of third parties. BLIKIR's maximum aggregate liability for all claims and obligations relating to or arising from the Warranty is limited to the original purchase price of the nonconforming Products. Liability for damages shall be so limited and excluded, regardless of the validity or efficacy of any remedy and even if any remedy fails of its essential purpose.

Third Party Claims; Indemnification. BLIKIR shall have no liability for any injuries or damages to persons or property resulting from incorrect or improper installation, use, delivery or maintenance of the Products by or for Buyer or Buyer's agent, customer or vendor, or for any claims or demands brought against BLIKIR or Buyer by any employee of Buyer, client of Buyer, end-user of the Product or other party, even if BLIKIR has been advised of the possibility of such claims or demands, resulting from incorrect or improper installation, use, delivery or maintenance of the Products (collectively, "Third Party Claims"). This limitation applies to all materials provided by BLIKIR during and after the Warranty Period. Buyer hereby agrees to indemnify and hold BLIKIR harmless against any and all such Third-Party Claims, as well as any and all liabilities, losses, costs or expenses arising therefrom.

Neither the sales personnel of BLIKIR nor its distributors are authorized to make warranties or representations, whether oral or written, about the Products beyond those set forth in this Limited Warranty. This Limited Warranty supersedes all prior warranties, statements or agreements regarding Products or any warranty associated with the Products. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

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