



## **Rayport-G ECO<sub>TM</sub> Limited Warranty and Limitations of Liability**

Applied Energy Technologies, Inc. ("AET") warrants only to the first retail or end user ("Customer") exclusively that the Rayport-G ECO racking system (the "Equipment") shall be free from defects in materials and workmanship (under normal and proper use, maintenance and service conditions) that occur within 10 years from the date of shipment by AET (this "Warranty"). The Warranty does not apply to any foreign residue deposited on the surface. Installations in corrosive atmospheric conditions are excluded based on material grade and coating selection as pitting or spotting may occur in certain environments. This Warranty cannot be assigned to or enforced by any other person or entity, unless approved by AET in writing. While in the ownership of the original Customer, the Equipment shall be used exclusively by such Customer and by no other person or entity. There shall be no third party beneficiary to this Warranty.

The obligation of AET under this Warranty is solely limited to repair or replacement (at AET's option) of the defective Equipment and/or parts or components thereof during the warranty period. The purchaser agrees to bear the costs of any labor associated with installation, removal, reinstallation, shipping, or transportation of the product or components thereof for replacement or service. This Warranty does not cover damage to the Equipment that occurs during its shipment, storage, or installation. Any improper use, operation, substitution of parts not approved by AET, or any unauthorized alteration or repair voids this Warranty in its entirety. This Warranty is VOID if installation of the Equipment is not performed in accordance with AET's written installation instructions, or if the Equipment has been modified, repaired, or reworked in any manner not authorized by AET in writing. The remedies set forth herein are exclusive, and the liability of AET, whether in contract, in tort, under any warranty, or otherwise, shall not exceed the price of the Equipment on which the liability is based.

**THIS WARRANTY IS EXCLUSIVE AND EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AET MAKES NO REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT AND/OR THE PARTS OR COMPONENTS MANUFACTURED OR SUPPLIED BY AET, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER, AND ALL SUCH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. IN NO EVENT, INCLUDING IN THE CASE OF ANY CLAIM OF NEGLIGENCE, SHALL AET BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY TYPE.**

In addition to the exclusions set forth above, AET expressly excludes from this Warranty coverage of the following: (a) periodic inspection, maintenance, cleaning, or adjustments or checks to the Equipment required by or otherwise commonly performed on such Equipment, including replacement of normal service items, (b) any damage or malfunction caused in whole or in part by inadequate, improper, or neglected maintenance or repairs (including warranty repairs) performed by any person or service facility other than AET, (c) normal deterioration, degradation or corrosion due to use or exposure on component parts and exterior finish, (d) Customer's loss or misplacement of any component parts of the Equipment, (e) damage to the Equipment caused by abuse, misuse, an act of God, or accident, (f) damage to the Equipment caused by failure to properly install the Equipment according to the AET installation requirements, (g) damage to the Equipment that occurs during shipment to the installation location or is caused by moving the Equipment after installation, or (h) damage to the Equipment caused by biological infestation or other adverse environmental conditions.

All Equipment will be considered accepted by Customer and in good condition unless AET receives written notice of such non-acceptance within ten (10) day of such delivery to Customer.

Warranty Procedure – Purchaser should contact AET Customer Service at 586-466-5073, or Applied Energy Technologies, 22367 Starks Drive, Clinton Township, MI 48036.