

# Sustainable technologies

## Facet™ Product Warranty

SUSTAINABLE TECHNOLOGIES, LLC., (“Sustainable Technologies”) warrants to the original retail purchaser (“Owner”) of Sustainable Technologies’ rooftop solar mounting products, manufactured by Sustainable Technologies (“Products”), that the structural components of the Products will be free from substantial defects in material and workmanship and that Product finish will be free from visible peeling, cracking, or chalking under normal atmospheric conditions (“Finish Warranty”) while the Products are installed at their original installation site provided that the Products were installed in accordance with Sustainable Technologies’ written installation instructions and used for the purpose for which the Products are designed.

### Limited Warranty Period

As of January 1, 2021, this Limited Warranty covering the structural components of the Products is made for twenty-five (25) years from the earlier of 1) the date the installation of the Products is completed, or 2) thirty (30) days after the purchase of the Products by the original Owner.

### Limited Warranty Coverage

Sustainable Technologies will, at its sole discretion, either repair or replace any Products or components of the Products that fail to meet the performance standards set forth in this limited warranty on an exchange basis without charge. If Sustainable Technologies is unable to repair or replace a defective Product or component within a reasonable time, Sustainable Technologies will, at its sole and exclusive option, either replace the defective Product or component with a functionally equivalent Product or component without charge, or, in the alternative, refund the original price paid for the defective Product or component. These are your sole and exclusive remedies under this Limited Warranty.

### Limited Warranty Exclusions

Sustainable Technologies does not warrant that the Products will meet any specifications, needs, or requirements that are not expressly set forth in Sustainable Technologies’ technical product documentation.

This Limited Warranty does not cover damage to the Products that occurs during shipment, storage, or installation. This Limited Warranty shall be void if the Product is not installed in accordance with Sustainable Technologies written installation instructions, if the Products are installed in an environment for which they were not designed, or if the Products have been modified, repaired, or reworked in any manner not previously authorized by Sustainable Technologies in writing.

This Limited Warranty covers only the Product and components provided by Sustainable Technologies. Sustainable Technologies makes no warranties or representations regarding any items or material provided by third parties.

Any waiver of warranty or failure to claim a warranty exclusion will not bind Sustainable Technologies to continue to waive said warranty or build any false expectation of non-enforcement of any such exclusion.

### **FURTHER EXCLUSIONS**

**ANY IMPLIED WARRANTIES COVERING PRODUCTS INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SUSTAINABLE TECHNOLOGIES SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES, OR OTHERWISE LIABLE FOR LOSS OF BUSINESS, LOSS OF REVENUE, OR OTHER ECONOMIC BENEFIT, EVEN IF SUSTAINABLE TECHNOLOGIES OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUSTAINABLE TECHNOLOGIES WILL NOT BE LIABLE FOR ANY CLAIMS MADE BY THE PURCHASER FOR DAMAGES SUFFERED BY THE PURCHASER, PURCHASER’S**

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## **CUSTOMER, OR THIRD PARTY CLAIMS.**

**In no case shall SUSTAINABLE TECHNOLOGIES's liability exceed the purchase price paid for the defective Products or components.**

### Force Majeure

Sustainable Technologies will not be held liable for any delays or failures in its performance of its Products which result from acts or compulsions that occur beyond reasonable or foreseeable control, regardless of the source of cause of such acts or compulsions.

### Assignability

The Warranty is assignable by Purchaser and any subsequent owner of the Products, provided that the Products remain installed at the original installation location, and provided that any subsequent owner agrees in writing to be bound by the terms of this Sustainable Technologies Limited Product Warranty document. Change in ownership of the Products or assignment of this Warranty will not cause the warranty periods above to be reset. Any subsequent owners to whom the Warranty is assigned shall be considered a subsequent "Purchaser" for purposes of this Warranty during the period of ownership of the Product(s).

### How to Make a Warranty Claim

If Owner has a claim for repair or replacement under this Limited Warranty, Owner must contact Sustainable Technologies as soon as possible and under no circumstances later than thirty (30) days after the end of the applicable Limited Warranty Period to initiate the Limited Warranty claim process.

Address all Warranty claims to:

Sustainable Technologies, LLC., Warranty Claims, 3665 Lakeside Drive, Reno, NV 89509

Any claim under the above Limited Warranty must include proof of the date the Product installation was completed or the date of original Product delivery such as a copy of Owner's receipt or invoice.

### Other Conditions

This Limited Warranty allocates risks of Product failure between Owner and Sustainable Technologies. The Limited Warranty set forth above is in lieu of all other express warranties, whether oral or written. The agents, employees, distributors and dealers of Sustainable Technologies are not authorized to modify this Limited Warranty nor to make additional warranties binding on Sustainable Technologies. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by Sustainable Technologies and cannot be relied upon as a warranty of Sustainable Technologies. Sustainable Technologies' product pricing reflects this allocation of risk and the limitations of liability in this Limited Warranty.

Sustainable Technologies  
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