

Tamarack Solar Products Limited Warranty

Tamarack Solar Products warrants that its products will be free from defects in materials and workmanship during the warranty period. See below for specific warranty periods for various products. Tamarack Solar Products' responsibility for defective goods is limited to repair, replacement, or refund.

Tamarack Solar Products extends this limited warranty to the original, and any subsequent owner of the products, provided the products are installed properly and used for the purpose for which the products are designed. This limited warranty is assignable by purchaser and any subsequent owner of the product, provided that the product remains installed at the original installation location, and provided that any subsequent owner agrees in writing to be bound by the terms of this Tamarack Solar Products limited warranty and provides proof of purchase of the products. A change of ownership of the product does not reset the warranty period.

This limited warranty provides that products will be free of materials and manufacturing defects that materially impair the use of the product for its designed purpose. This warranty excludes: a) any defect that has not been reported to Tamarack Solar Products in writing (i) within the warranty periods set forth below and (ii) within ten (10) days after discovery of such defect; b) normal wear (including discoloration, rusting or corrosion of any pre-galvanized steel over time, or staining of any aluminum; cosmetic damage; damage resulting from negligence, accident, misuse, overloading, abuse, or improper installation including failure to follow installation instructions; the failure to comply with applicable laws including local building code limits; or damage from acts war, criminal acts, explosions, fire, vandalism, or any other events of force majeure as may apply in accordance with applicable law; c) products that have been altered, modified, or repaired without Tamarack Solar Products' prior written authorization, damage to or caused by, or defects in, third party parts or materials not sold by Tamarack Solar Products, e) any defect that arises as a result of any third party products, components, or materials used by the purchaser in conjunction with the product, which third party products or materials have not been provided for such use by or on behalf of Tamarack Solar Products or the use of which has not been expressly authorized by Tamarack Solar Products; f) products installed, used, or maintained in a manner contrary to Tamarack Solar Products documentation, including any defect that arises from the faulty handling, storage, assembly, loading, or installation of the product, or any handling, storage, assembly, loading, or installation not in accordance with the instructions given by Tamarack Solar Products, or any defect that arises from mounting the product on a building, roof, or other construction that is unsuitable for the mounting of the product; g) damage to the products during shipment, storage, or installation; h) any defect that does not materially impair the use of the product for the purpose for which it was designed. Further, the finish warranty (as defined below) shall not apply to surface oxidation or to any foreign residue deposited on a product finish, or to products installed in corrosive atmospheric conditions.

With respect to any defective product during the warranty period, Tamarack Solar Products will, in its sole discretion, either (a) repair or replace such product (or defective part) free of charge or (b) refund the purchase price of the product. Such repair, replacement, or refund will not cause the warranty periods to be reset, will completely satisfy and discharge Tamarack Solar Products' liability and obligation with respect to this limited warranty, and will not create an expectation of warranty coverage in the future. A refurbished product may be used to repair or replace defective components. Transportation, installation, labor, or any other costs or losses associated with failure of warranty compliance, or product replacement or repair, are not covered by this limited warranty and are not reimbursable. If Tamarack Solar Products' warranty assessment reveals that a product is not defective, Tamarack Solar Products shall return the product (if such product was shipped to Tamarack Solar Products for the assessment) and the purchaser shall promptly reimburse Tamarack Solar Products for all reasonable costs incurred by Tamarack Solar Products in performing the assessment.

Tamarack Solar Products may request the purchaser to provide information known to the purchaser in respect of the alleged defect or warranty claim, including, as appropriate, photographs or video recordings of the alleged defect. Purchaser shall provide Tamarack Solar Products without undue delay with all additional information and cooperation (including access to facilities and premises) requested by Tamarack Solar Products in respect of any warranty claim to enable Tamarack Solar Products to assess each claim under this limited warranty.

This limited warranty shall commence on the date of shipment of the products and last for the following periods, depending on the products purchased.

Flush Mount (FM) and Ground Mount (GM) products 25 years

Pole Mounts (TTP-A, UNI-PGRM, UNI-GR, UNI-SP and UNI-SA products) 10 years

Tamarack Solar Products further warrants that all products with finishes will be free of visible defects, peeling, and cracking for a period of five (5) years from the date of shipment (the "finish warranty"); provided, however, that no finish warranty shall apply to mill aluminum, or painted steel products.

Tamarack Solar Products may change the availability of this limited warranty at its discretion, but any changes will not be retroactive.

To report any defect or warranty claim or to obtain warranty services, purchaser may contact Tamarack Solar Products at (707) 222-6240 extension 556, email support@tamaracksolar.com or write to Tamarack Solar Products, 288 F Street, Arcata, CA 95521.

Limitation of liability

Except as set forth above, Tamarack Solar Products sells the products on an “as is” basis, which may not be free of errors or defects, and all express or implied representations and warranties, including any warranties of merchantability, fitness for a particular purpose, or arising from a course of dealing, course of performance, or trade practice, are hereby disclaimed. The remedies described above are purchaser’s sole and exclusive remedies and Tamarack Solar Products’ entire liability for any breach of this limited warranty. Tamarack Solar Products’ liability shall under no circumstances exceed the actual amount paid by purchaser for the defective product, nor shall Tamarack Solar Products under any circumstances be liable for any consequential, incidental, or punitive damages or losses, whether direct or indirect, including without limitation, claims by purchaser for damages suffered by purchaser’s customers or claims of third parties. Tamarack Solar Products shall not be responsible for delays or failures in its performance resulting from acts or omissions beyond its reasonable control, whatever the source or cause.