

SKYRACK[®], VICERACK[®], SKYRACK BALLASTED[®], MOUNTING SYSTEMS - FLASHGUARD[®] AND SKYMOUNT[®] WARRANTY

TERMS AND CONDITIONS

COVERAGE: This Warranty for hb Solar International Inc.'s mounting systems (the "System") is offered to the original purchaser of the System (the "Purchaser"). Subject to the terms, conditions and limitations herein, hb hereby warrants for a period of twenty (20) years, from the date of purchase, that the aluminum and stainless steel used in the systems will be free from manufacturing defects in workmanship and materials such that:

The overall integrity of the system is not materially impacted; and

The appearance of the surfaces of the System will not materially deteriorate beyond normal weathering and aging, (including minor oxidation) over the period of this warranty.

EXCLUSIVE REMEDY: In the event the System fails to meet the above standards, hb shall supply replacement parts, or replace the system, whichever is deemed necessary in the sole opinion of hb. Any replacement by hb shall not extend the term of this Warranty. This is the sole and exclusive remedy under this Warranty, and in no event, shall hb have any liability for any consequential, incidental, economic, indirect, special, or punitive damages or losses of any kind whatsoever.

REGISTRATION AND TRANSFER: The Purchaser shall register this Warranty with hb and advise hb of the installation date and the installer contracted with. Upon providing written notice to hb of the sale of the System and advising who that purchaser is, this Warranty shall automatically transfer to the new owner, provided all other terms of this Warranty are valid and in place at the date of the transfer of this Warranty and that all invoices have been paid in full.

NO OTHER WARRANTIES: This Warranty is the only warranty given by hb, and no other warranties of any kind are available. hb specifically denies making any other warranties with respect to the System.

CLAIMS PROCEDURE: If you experience a problem with the System that you believe is covered by this Warranty, the Purchaser shall contact hb via e-mail (info@hbsolar.ca) and provide hb with your name, address, telephone number, date of purchase of the System, a copy of the original invoice, and a detailed description of the defect or problem, as well as any other information or materials you believe are relevant. The Purchaser may be required to provide additional information or materials at the request of hb including photographs. As a condition of coverage under this Warranty, the Purchaser must notify hb of any problem or defect within thirty (30) days after discovery.

OTHER TERMS, CONDITIONS, DISCLOSURES AND LIMITATIONS:

The performance of the System is largely dependent on the manner in which it is installed and maintained. Accordingly, this Warranty shall not apply in the following circumstances:

Damage caused by improper installation, including ballast misplacement, or the installer's failure to follow hb's or other manufacturers installation standards and instructions, or reasonable professional installation procedures;

Failure to maintain the System in accordance with the Maintenance Guidelines for the mounting system, provided with the System;

Damage resulting from modifications, alterations, improper handling or changes in design or function of the System after delivery from hb, or use or installation of the System other than in accordance with the layout drawings provided by hb at delivery;

The installation or relocation of the System to a rooftop or location other than the rooftop or location for which the System was designed by hb; and

Damage or change in appearance caused by micro climate-specific conditions (such as exhaust fumes), the application of cleaning fluids, coatings or chemicals not specifically approved and authorized by hb, or the failure or movement of the rooftop on which the System is installed.

If any covenant or provision herein is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision, and all paragraphs and sub-paragraphs are agreed to be separate and distinct covenants.