

## **DYNORAXX 25 YEAR LIMITED WARRANTY**

### **A. MATERIAL AND WORKMANSHIP WARRANTY**

1. DynoRaxx, Inc., ("DynoRaxx") warrants to the original registered purchaser ("Purchaser") of the DynoRaxx® flat-roof PV ballasted racking systems/DynoRaxx® pitched roof PV mounting system and related DynoRaxx branded accessories ("Product") for installation at the original installation site when shipped in its original container that the Product shall be free from structural defects in material and workmanship that render the Product inoperable for its intended purpose.
2. DynoRaxx agrees that for a period of twenty-five (25) years from the date of purchase by the first consumer purchaser.
3. DynoRaxx will, at its sole discretion, either (i) repair the defect, (ii) replace the defective Product, or (iii) compensate Purchaser the purchase price of product times full years remaining on Material and Workmanship Warranty divided by 25 years.
4. This Limited Warranty shall be effective for all sales on or after April 1, 2025, the "Effective Date."
5. The compensation, replacement, or repair as outlined above shall completely satisfy and discharge all of DynoRaxx's liability under the Limited Warranty.

### **B. WARRANTY EXCLUSIONS AND LIMITATIONS**

1. The Limited Warranty does not cover damage caused by (i) wind speeds exceeding 95 mph (or the wind load rating specified in DynoRaxx's engineering guidelines, whichever is lower); (ii) wind uplift forces causing detachment, shifting or displacement of the Product due to improper installation or failure to follow DynoRaxx engineering guidelines; (iii) the Purchaser's failure to obtain required engineering approvals for wind loads or failure to follow building codes or municipal requirements regarding wind loads and wind resistance; (iv) Acts of God including without limitation hurricanes, tornados, severe storms, lightning, floods, pest, earthquakes, typhoons, volcanic eruptions or hail; or (v) snow loading beyond the limits set forth in DynoRaxx's engineering report.
2. The Limited Warranty excludes coverage when the system was not installed according to DynoRaxx instructions and specifications, DynoRaxx-provided ballast and anchoring configurations.
3. The Limited Warranty does not cover superficial defects such as surfaces that are scratched, chipped, oxidized, corroded or broken that do not materially impair the Product's operation or function.
4. The Limited Warranty shall be void if Product was (i) exposed to corrosive materials or chemicals that can weaken or contribute to Product degradation or malfunction; (ii) used under abnormal environmental conditions including, without limitation, conditions where the Product is exposed to or in contact with smoke, acid rain, oils, fuel, corrosive chemicals, or underwater conditions; (iii) used on mobile units, including, without limitation, mobile homes, automobiles, boats, and other vehicles; (iv) subject to abuse or misuse including without limitation excessive weight loads, mechanical impact, or thermal cycling causing cracking, chipping, warping or disfiguration; or (v) was disassembled and transported from its original location..
5. The Limited Warranty does not cover damage to the Product that occurs during shipment, storage, or installation. In a case where a manufacturing defect is visible at the time materials are delivered, DynoRaxx should be informed immediately upon delivery and written claim must be made within one month after the date of delivery, and always prior to the installation of the visually defective product.
6. The Limited Warranty shall be VOID if (a) if the Product has been altered, modified, reconfigured or repaired in a manner not previously authorized by DynoRaxx IN WRITING, or (b) if the Product is not installed for a purpose for which the Product was intended.
7. The Limited Warranty will be VOID if in DynoRaxx's sole judgment, a Product has been damaged or subject to misuse, accident, abuse, alteration, vandalism, theft, excessive heat, fire, and actions of third parties (including acts of war or terrorist acts).

8. The Limited Warranty shall not apply if the label has been altered, removed, defaced, or is otherwise illegible or unrecognizable.
9. Purchaser must perform an annual inspection of the entire system to maintain this limited warranty, including fiberglass baskets, ensuring (i) no visible structural degradation, cracks, or excessive wear; (ii) no chemical exposure damage to fiberglass or metal components; (iii) proper alignment and attachment of all system components (iv) no shifting or displacement of ballast or racking due to wind events. Inspection must be documented in writing, including date of inspection, inspector's name, and photographic evidence of the system. Records must be retained by the Purchaser and made available to DynoRaxx upon request. DynoRaxx reserves the right to request inspection documentation before processing any warranty claims. If annual inspections are not conducted or documented, the Limited Warranty shall be considered void.

#### **D. WARRANTY SCOPE**

1. Purchaser (and not DynoRaxx) shall bear all cost relating to the return of Product to DynoRaxx including risk of loss, theft or damage during shipping. Purchaser at its own discretion may obtain insurance for shipping the Product back to DynoRaxx.
2. DynoRaxx shall not be liable under the Limited Warranty for any labor costs or for the repair, replacement or supplementation of a defective Product or for any material or parts other than defective Products that may be required to complete the repair, replacement or supplementation under any circumstances.
3. Without limiting the foregoing, DynoRaxx shall not be liable under the Limited Warranty for damage to persons or property or other loss or injury resulting from defect in the Product or from improper installation, maintenance or use. DynoRaxx will not under any circumstances be liable for any indirect, special, incidental or consequential damages of any nature, whether based on contract, tort or other legal theory including, without limitation, business interruption costs, removal and/or reinstallation costs, re-procurement costs, loss of profit or revenue, loss of data, promotional or manufacturing expenses, overhead charges, injury to business reputation or loss of customers, even if DynoRaxx has been advised of the possibility of such damages.
4. Manufacturers of related items used with Product including third party manufactured solar panels, inverters, batteries, wiring, mounts, racking systems, flashings, electrical systems, parts, supplies, and plumbing systems, if any, are not covered by this Warranty. This Warranty shall not cover replaceable parts such as fuses or breakers.
5. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF DYNORAXX, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY DYNORAXX.

#### **E. CLAIM FILING INFORMATION**

1. To file a claim under the Limited Warranty, Purchaser needs to present (1) name and contact information for Purchaser, (2) identity of distributor from whom the Product was purchased, (3) identification of all Product that fails to comply with the Limited Warranty including the serial number for each Product, (4) adequate documentation that the Product fails to comply with the terms of the Limited Warranty explicitly set forth above, and (5) adequate written proof of the date of delivery of the Product including a dated sales contract, fully executed purchase order, bill of lading, courier tracking information or other reasonable proof of the date of delivery of the Product. Please send the documentation described above to:

DYNORAXX WARRANTY CLAIMS  
DynoRaxx, Inc.  
6500 Sheridan Drive, Suite 120  
Buffalo, NY 14221  
[warranty@dynoraxx.com](mailto:warranty@dynoraxx.com)

2. After receiving a claim, DynoRaxx will consider the documentation and have a reasonable period of time to investigate the merit of the claim under the Limited Warranty ("Claim").
3. If in the sole discretion of DynoRaxx, the investigation of the Claim requires further physical inspection by DynoRaxx of some or all of the Product that are the subject of the Claim ("Claim Related Product"), then DynoRaxx (in its sole discretion) may issue a return material authorization (RMA) with detailed instruction and authorization for Purchaser to return a specified Product ("Return Authorized Product") to DynoRaxx.
4. DynoRaxx will not accept any Product other than a Return Authorized Product. Purchaser shall bear the cost of disassembling, packaging, shipping and, if applicable, insuring a Return Authorized Product to DynoRaxx.
5. Should DynoRaxx determine that the Limited Warranty shall apply, DynoRaxx has the option (in its sole discretion) to satisfy its obligations under this Limited Warranty with Product repair, replacement or supplementation and will issue detailed instructions which may include an RMA or a visit to the installation site.
6. Failure to comply with an RMA or provide reasonable access during normal business hours to installation site within a reasonable period of time shall invalidate the Limited Warranty. Any Product replaced under this Limited Warranty shall become the sole property of DynoRaxx.
7. DynoRaxx has the right to deliver a replacement Product of a different type than the replaced Product if DynoRaxx has discontinued producing the replaced Product at the time of the claim.
8. This Limited Warranty shall be granted and construed in accordance with the laws of New York, without regard to the jurisdiction's conflict of law provisions. Purchaser agrees that any dispute over this Limited Warranty shall be exclusively resolved in the courts of Erie County, New York State.
9. If any provision of this Limited Warranty is held unenforceable or illegal by a court or other body of competent jurisdiction then such provision shall be modified to the minimum extent required so that the remainder of this Limited Warranty will continue with full force and effect.
10. This Limited Warranty is subject to change or termination by DynoRaxx without prior notice by publication on solarliberty.com and shall be applicable to all Product sold after the date of publication of such notice of revision or termination ("Termination Date").

#### **F. PARTS AND COMPONENTS COVERED**

Product covered under this revision of the Limited Warranty shall be sold after the Effective Date and before the Termination Date for the following Components:

DynoRaxx 2 Leg Baskets  
DynoRaxx 4 Leg Baskets  
DynoSlide FG Rail  
DynoPin Locking Pins  
DynoFeather 2 Leg  
DynoFeather 4 Leg  
DynoRaxx PR Clamp  
DynoRaxx DynoGrip