

## **PanelClaw®, Inc. Polar Bear® III First Solar® Limited Warranty**

PanelClaw, Inc. (“PanelClaw”) warrants to the first consumer purchaser that PanelClaw’s Polar Bear III First Solar panel mounting system (the “Product”) will be free from defects in materials and workmanship for a period of ten (10) years from the date of shipment.

PanelClaw will, at its option, either repair the defect or replace the defective Product or part thereof with a new or remanufactured equivalent. PanelClaw’s total liability hereunder for such repair or replacement shall not exceed the original purchase price of the Product. This warranty does not apply to damage incurred during shipment and does not apply to damage that is the result of improper handling or for any damages or defects in the Product which were caused by repairs or attempted repairs performed by anyone other than an authorized service provider. This warranty does not cover cosmetic damage, damage from accident, negligence, improper installation, misuse, acts of God, failure of purchaser to comply with applicable laws including local building code limits, or failure to have the Product installed to PanelClaw’s specifications by a qualified installer or failure to operate the Product in accordance with instructions and warnings contained in the Product manual or in component manufacturers’ manuals supplied with the Product, if any. This Warranty shall be VOID if installation of the Product is not in accordance with PanelClaw’s written installation instructions, or if the Product has been modified, repaired, or reworked in a manner not previously authorized by PanelClaw in writing, or if the Product is installed in an environment for which it was not designed.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND PANELCLAW DOES NOT MAKE ANY WARRANTY OF MERCHANT ABILITY OR ANY WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL PANELCLAW BE LIABLE FOR OR RESPONSIBLE TO THE PURCHASER OR TO ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THE PRODUCT.

To obtain warranty services, the purchaser shall contact PanelClaw by telephone or mail, and PanelClaw will establish and initiate a review of the claim.

Warranty service contacts:  
PanelClaw, Inc.  
1600 Osgood Street, Suite 20-23  
North Andover, MA 01845  
Attention: Warranty Service Department  
Tel: 978.688.4900

This warranty is transferable to subsequent owners, free of charge, by completing the PanelClaw Warranty Transfer Form, which can be obtained from [www.panelclaw.com](http://www.panelclaw.com) or by contacting PanelClaw Warranty Service Department at (978) 688.4900. The warranty form must be completed within 30 days from the transfer. The remaining benefits will be transferred to the new owner.