

## Manufacturer Statement of Warranty

### Terms of Payment

Notwithstanding anything contained herein, payment shall be due in accordance with the terms of Brasco's invoice. An invoice shall be generated upon completion by Brasco of the Products ordered. Accordingly, the invoice date shall be the date the invoice is generated by Brasco.

### Warranties

Components not manufactured by Brasco International, Inc. shall be covered by their relevant manufacturer's warranty. Brasco International, Inc. products must be installed in accordance with the installation instructions.

The workmanship, design and machined components on the Products are warranted to conform to the applicable specifications and to be free from defects in workmanship and materials for the relevant period listed in Fig. 1. All warranties begin from the date of delivery (DOD). Brasco will transfer ownership and good title to the Products free and clear of liens and rights of third parties. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

**FIG. 1: STANDARD PRODUCT WARRANTIES FROM DATE OF DELIVERY**

General Product Workmanship	1 Year
Solar Panels	2 years per Manufacturer's Warranty
Solar Lighting Mounting Hardware	3 years
LED Light Fixture & Engine	1-5 Years
Wire Harnesses and Connectors	3 Years
Solar Charge Controller	5 Years
Solar Batteries	3 Year Proration (0-12 months: 100%, 13-24 months: 50%, 25-36 months: 25% refunded / applied)
Powder Coat Finish	2 Years for Aluminum Products, 1 Year for Steel Products

### Limited Remedies

Any warranty claims by Purchaser shall be communicated to Brasco in writing. Failure by Purchaser to give written notice of claim within the stated warranty period shall be deemed an absolute and unconditional waiver of Purchaser's warranty claim. Purchaser's sole and exclusive remedy for a valid warranty claim is either repair or replacement of the Products or a full refund of the price paid by Purchaser for the Products (which remedy shall be selected by Brasco). The remedy does not include the cost of installation, removal, dismantling, or reinstallation and is limited to replacement parts. Shipping and handling fees are not included under warranty terms and are the responsibility of the Purchaser. Purchaser will provide Brasco with access to all available warranty data and the Products. Purchaser will also provide Brasco with an opportunity to participate in root cause analysis performed by Purchaser concerning the Products. Brasco shall have no liability to the extent Products are or have been: (a) modified by Purchaser or a third party; (b) modified by Brasco at Purchaser's request; (c) made to specifications not provided by Brasco; (d) used or installed in a way not known to Brasco or operated under conditions not known to Brasco; or (e) subject to misuse, abuse or improper storage, installation or maintenance.

### Payment Late Charges, Certain Remedies and Recovery of Expenses

Except as otherwise provided in the quotation, all payments are due thirty (30) days from date of Brasco's invoice and shall be paid in United States currency. Purchaser will pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) of the unpaid balance with respect to any late payments. In addition, Purchaser will pay all costs and expenses incurred by Brasco, including actual attorney's fees, which were incurred in connection with enforcing the Contract and/or collecting any past due payments. Brasco shall have the right of setoff, the right to terminate the Contract and/or the right to suspend further deliveries under the Contract and/or other agreements with Purchaser, the right to recover damages in addition to any other remedies available to Brasco as a matter of law, in the event Purchaser fails to make any payment when due. Brasco may require full or partial payment in advance of shipment if, in Brasco's opinion, the credit or financial condition of Purchaser is, or is about to become, impaired. If Purchaser requests delayed shipment, Brasco may bill for Products when ready for shipment and charge reasonable daily storage fees. Purchaser shall not have any right of setoff against Brasco.

The remedies available to Brasco for Purchaser's breach are intended to be as flexible as permissible and cumulative to the fullest extent permissible and no choice of any one or more remedies is intended to constitute an election of remedies which would limit the ability to assert other remedies. If an order is cancelled after an Order Acknowledgement has been processed, a 10% cancellation fee may be assessed to the customer. If details engineered drawings are required prior to financing being approved or an Order Acknowledgement being processed, a \$1,500.00 engineering fee may be assessed to the customer. This fee will be waived if the customer proceeds with the order. All cancellation and engineering fees may be waived under certain circumstances which is determined at the discretion of Brasco.

### Shipping and Delivery

Brasco shall not be liable for delays or failure in performance when caused by circumstances beyond Brasco's reasonable control. If Purchaser does not provide shipping and routing instructions, Brasco shall be the sole judge of the best method of routing shipment. All sales of Products are F.O.B. Brasco's plant. Risk of loss of the Products shall transfer to Purchaser upon delivery of the Products to the common carrier.

### Governing Law, Jurisdiction and Venue

The Contract shall be governed by and construed in accordance with the laws of the State of Michigan without reference to the choice of law principles thereof. Subject to the provisions of Dispute Resolution below, each party irrevocably submits to the jurisdiction of the Courts of the State of Michigan and the United States District Court for the Eastern District of Michigan and hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. 6% Sales tax will be billed to Michigan businesses, entities and municipalities as applicable under Michigan State law. If your business is tax exempt, please provide a Sales Tax Exempt Certificate. Sales tax will not be billed to businesses, entities and municipalities outside the jurisdiction of the State of Michigan and is the sole responsibility of said entity to pay within its respective jurisdiction where applicable.

