Section 14

Array Technologies, Inc. Limited Warranty

Array Technologies, Inc. warrants its Wattsun™ Solar Trackers to the original consumer purchaser that it will repair, or replace, at Array Technologies Inc.'s option, any Wattsun™ Tracker component that is determined to be defective in material or workmanship for the following terms:

Two years from date of purchase on all components including tracker controller, frame, azimuth drive assembly, and actuator.

We do not warranty your foundation design or installation of the pipe mast.

To be eligible for repair or replacement under this warranty, the part in question must be sent to Array Technologies, Inc. within the warranty period and the original consumer purchaser must comply with the following conditions:

- The tracker or component thereof must not have been modified or altered in any way by an unauthorized source.
- The tracker or component thereof must have been installed in accordance with the installation instructions including electrical connections of tracking controller.

This limited warranty does not cover:

- Damage due to wind speeds over 90 MPH.
- ♦ Accidental or intentional damage:
- Damage due to improper installation of the tracker;
- Misuse, abuse, corrosion, or neglect;
- Products impaired by severe conditions, such as excessive wind, ice, storms or other natural occurrences;
- Trackers used for purposes other than the intended use, including mounting modules or components which the tracker was not intended for:
- Trackers with more than the intended number and type of modules mounted on it;
- Damage due to improper packaging on return shipment.

Any and all labor charges for troubleshooting, removal or replacement of tracker and/or components of the tracker are not covered by this warranty and will <u>not</u> be honored by Array Technologies, Inc.

Return shipping is to be pre-paid by the original consumer purchaser. Array Technologies, Inc. will pay the normal return UPS shipping charges within the USA only.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY NONCONTRACTUAL LIABILITIES BASED UPON NEGLIGENCE OR STRICT LIABILITY. IN NO EVENT SHALL ARRAY TECHNOLOGIES, INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING (WITHOUT LIMITATIONS) ANY DAMAGE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER PRODUCT LIABILITIES BASED UPON ALLEGED NEGLIGENCE OR BREACH OF EXPRESS OR IMPLIED WARRANTIES OR STRICT LIABILITY. ARRAY TECHNOLOGIES, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS WATTSUN™ SOLAR TRACKERS.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY WILL LAST OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

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