



## WARRANTY TERMS & CONDITIONS

### 1. Warranty

- 1.1. ISS warrants the Product against: (i) faulty engineering and workmanship for a period of ten (10) years; (ii) corrosion on in-house coatings for a period of six (6) years, with a Customer option to extend to ten (10) years; and (iii) externally produced or applied Product coatings, such as galvanized coatings, for a five (5) year period (the “**Warranty**”); with each Warranty period commencing on the date the Product is delivered to Customer (or, in the case where Product is stored by ISS on behalf of Customer, such Warranty period shall commence on the date the Product is ready to be delivered to Customer). The Warranty shall only cover the cost of replacing or repairing the defective or deficient Product; the removal and reinstallation of Product, and the costs thereof, are solely for Customer’s account.
- 1.2. When weather conditions necessitate a need, ISS offers waterproofing services for the Product. Waterproofing services may be performed using waterproofing tape or caulking and would be performed by a third-party subcontractor. It is Customer’s responsibility to ensure that the Product is installed in strict adherence with the Product Installation Manual, construction drawings and all applicable construction codes, guidelines and regulatory requirements or all warranty on the waterproofing services will be voided. Please refer to ISS’ Warranty Terms and Conditions for further information.
- 1.3. ISS’ Warranty is contingent on Customer (or its agents) following all ISS recommended instructions as set forth in the Product Installation Manual, site specific drawings and constructing and installing the Product in compliance with all applicable construction codes and regulatory requirements that have been approved by a licensed professional engineer. Failure of Customer (or its agents) to do so will void all warranties.
- 1.4. All Warranty repair or replacement work shall be F.O.B. at ISS’ facility or at the Project Site, at ISS’s sole discretion.
- 1.5. Customer shall submit all Warranty claims in writing to ISS, and ISS shall have the first right to perform all Warranty work on the Product as is necessary to remedy the warranted defect or deficiency. Any remedial work on the Product that is performed by Customer, its agents or any third party on behalf of Customer shall void ISS’ Warranty hereunder.
- 1.6. ISS has the right to approve any third-party charges issued to or incurred by Customer in respect of the Product that Customer seeks reimbursement from ISS for, including those that may occur for Warranty reasons. Third-party charges that have not been approved by ISS shall be at Customer’s sole risk and cost.
- 1.7. ISS has the right to (i) validate Warranty claims through inspection of the Product at the Project Site by providing Customer with five (5) days’ written notice, and (ii) advise on the acceptability and accuracy of the Product installation prior to final project commissioning.
- 1.8. Customer shall provide ISS with access to all relevant records, including Product installation records, maintenance records, wind monitoring data, and inspection and certification documents.
- 1.9. ISS reserves the right to have the cause of any Product Warranty claims verified and/or determined by a qualified, independent third-party testing laboratory, at ISS’ initial cost. If it is determined through ISS’ inspection, or by third party testing, that the cause of the performance deficiency or failure is not related to the Product, all inspection and testing costs incurred by ISS will be for Customer’s account, and Customer agrees to pay such costs to ISS upon Customer’s receipt of an invoice therefor.
- 1.10. Repaired or replaced Product, or parts thereof, will be warranted by ISS for the remainder of the original Warranty period of the purchased Product.
- 1.11. Warranty exclusions will apply to all Product that:
  - (i) is not used, maintained or installed as specified in the ISS Product Installation Manual or site specific drawings, as may be amended from time to time;
  - (ii) has been subjected to abuse, misuse, neglect or accident, including environmental damage and natural or manmade disasters;
  - (iii) has been used with or repaired with any materials, equipment, parts, or subcomponents not authorized by ISS;
  - (iv) has any serial numbers, markings, legends, or labeling altered, defaced or removed;

Date	ISS Initials	Customer Initials

- (v) has normal wear and tear, aging, fading, or non-structural surface imperfections;
- (vi) has been damaged due to improper packaging upon return shipment to ISS;
- (vii) has been relocated or repurposed at a Project Site other than the original Project Site; or
- (viii) has been damaged during Customer's (or its agent's) maintenance or inspection.

1.12. In no event shall ISS' Warranty liability exceed the amount paid by Customer for the Product that is damaged or deficient. In no event shall ISS be liable to Customer (or its agent), or to any third party, for any direct or indirect labor costs, shipping costs for any non-defective Product, or for any Consequential Losses.

1.13. The remedies in this Warranty are Customer's sole and exclusive remedies and are in lieu of all other remedies at law or in equity, notwithstanding any failure of the Product's essential purpose.

**2. General**

2.1. All capitalized words used herein shall have the meanings set forth in Appendix 1 to these Warranty Terms and Conditions.

2.2. The provisions of Section 8 (Governing Law & Dispute Resolution) and Section 9 (General) as set forth in ISS' General Terms and Conditions as shall apply hereto and be incorporated herein.

The Customer and ISS hereby agree to these Warranty Terms and Conditions as of the date written below.

Date	_____	Date	_____
Company	Ironcor Solar Structures Ltd.	Customer	
Rep. Print	_____	Rep. Print	_____
Rep. Sign	_____	Rep. Sign	_____

Date	ISS Initials	Customer Initials



**APPENDIX 1  
TO THE WARRANTY TERMS AND CONDITIONS**

**DEFINITIONS**

- “Customer”** means the individual, company or other organizational entity named on the Purchase Order as the purchaser of Product.
- “Installation Manual”** means the manual provided by ISS to Customer in respect of the Product, which sets out the manner and method of proper installation of the Product.
- “ISS”** means Ironcor Solar Structures Ltd.
- “Product”** means the product to be delivered by ISS as specified in the Purchase Order.
- “Project”** means the solar project for which Product is being fabricated and provided by ISS.
- “Project Site”** means the physical location (municipal address and legal (LSD) description) where the Product is being delivered by ISS for incorporation into the Project.
- “Purchase Order”** means the purchase order for Product that is submitted by Customer to ISS, including these Terms and Conditions and all other attachments identified in such purchase order.
- “Warranty”** means the warranties provided by ISS pursuant to these Warranty Terms and Conditions.

Date	ISS Initials	Customer Initials