



Solar Production Equipment Corp (“SPEC”) LIMITED WARRANTY - (Page 1 of 2)

Solar Production Equipment Corp., herein referred to as “SPEC”

1. Solar Production Equipment Corp (“SPEC”) hereby warrants, subject to the conditions here in below, that should any product manufactured by “SPEC” become defective by reason of improper workmanship or material defect during the specified warranty period, “SPEC” will repair the same, effecting all necessary parts and labor without charge for the repair of the defective product. “SPEC” at their sole discretion, may also elect to replace the product in lieu of repair.
2. **The seller makes no warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied, except as is expressly set forth herein.**
3. **The opinion of “SPEC” with respect to any warranty claim’s validity shall be final and binding on the Buyer.**

Specified Warranty Period; One (1) year from the date of original purchase.

Proper Delivery; Returned products will not be accepted for warranty evaluation and / or repair unless accompanied by a valid Return Merchandise Authorization (**RMA**) number issued by “SPEC”. Goods returned for warranty evaluation and / or repair must include a copy of original invoice, a properly completed packing slip, and a statement detailing the reason for return.

Returned goods must be shipped, freight prepaid or delivered to the “SPEC” service facility, in either the original package or similar package, affording an equal degree of protection and with instructions indicating the location within Canada or the United States to which the unit will be returned. The repaired unit will be returned to the customer freight prepaid unless the warranty claim is deemed void or invalid.

Proof of Purchase Date; this warranty applies and commences to “SPEC” products, from the original date of purchase. Proof of purchase (i.e.: photocopy of invoice), must be included with product when submitting for warranty repair.

PRODUCT RETURNS; Goods returned for warranty evaluation and / or repair will not be accepted unless accompanied with a valid Return Merchandise Authorization number (RMA) and are subject to the following:

- RMA numbers issued by “SPEC” are valid for 30 days. Shipments received after 30 days will be refused.
- “SPEC” is not responsible for lost or damaged merchandise. We strongly recommend insuring products for return shipping.

Void Warranty; Buyer warranty will be void and Buyer waves any rights to make warranty claim if the product has been altered, modified, repaired or serviced by anyone other than a service facility authorized by “SPEC” to render such services. Further, the seal / serial number on the unit must not have been altered or removed. The unit must not have been subject to accident, misuse, abuse nor operated or installed contrary to the instructions provided. **The opinion of “SPEC” with respect to any warranty claim’s validity shall be final and binding on the Buyer.**



Solar Production Equipment Corp ("SPEC") Limited Warranty (page 2 of 2)

Warranty Exclusions; this warranty does not apply to any third party product. Any "SPEC" product component that in the opinion of SPEC shows normal operational wear for a given application and duty is not covered by this warranty. Pump failure and / or motor damage due to excessive pressure, increased chemical viscosity, improper supply filtration, chemical incompatibility of any elastomer to any chemical being injected and / or incorrect termination is not covered by this warranty. Damage by reason of lightning strike, flood, earthquake or other act of God is not covered by this warranty. **The opinion of "SPEC" with respect to the validity of any Buyer warranty claim shall be final and binding on the Buyer.**

Warranty Limitations; this warranty is the only warranty available to the Buyer for "SPEC" products and all other warranties, including statutory warranties, are expressly excluded and are not applicable. This warranty does not cover any costs whatsoever relating to; scheduled maintenance activities, trouble calls or preventative maintenance programs. **Under no circumstance is "SPEC" responsible or liable for indirect, special, incidental or consequential damages arising out of or in connection with, the use or performance of the product or other damages with respect to loss of property, loss of revenues or profit, or cost of installation, removal or reinstallation of equipment for any reason whatsoever.**

DISCLAIMER

In no event will "SPEC" or any of its affiliates be liable for any indirect, special, punitive, consequential liability, or incidental damages upon any basis of liability whatsoever even if advised of the possibility of such damages. In addition, "SPEC" does not take any responsibility or assume any liability for the wiring, installation or placement of "SPEC" products or other equipment, or for the activities of any other individual or entity such as the customer's company employee, any subcontractor, those who prepare specifications or any authorities who engineer, inspect or approve the customer's installation of said equipment.

Under no circumstance is "SPEC" responsible or liable for indirect, special, incidental or consequential damages arising out of or in connection with, the use or performance of the product or other damages with respect to loss of property, any form of environmental damage (regardless of cause), loss of revenues or profit, or cost of removal, installation or reinstallation of equipment for any reason whatsoever.