

Warranty Certificate

Solar Dynamics, LLC ("Solar") hereby warrants to the original consumer purchaser ("Purchaser") of this Solar Attic Fan (the "Product") that its component parts are free of defects in materials and workmanship at the time of manufacture. The Product carries a limited twenty-five (25) year warranty from the date of purchase (the "Limited Warranty Period") on the motor, housing, and solar panel (the "Covered Components"). If the Covered Components are found to be defective in materials or workmanship during the Limited Warranty Period and while the Product remains at the site of its original installation, Solar will, at its option, repair or replace the Covered Components as set forth herein, provided the Product was used for its intended purpose and operated and maintained in accordance with the User's Manual provided to Purchaser. The Limited Warranty excludes damage caused by: Normal wear and tear; neglect, negligence, or improper product installation; product misuse or abuse; accident, fire, flood, acts of god or other causes beyond the control of Solar.

The Product also carries a protection plan for five (5) years from the date of purchase. Under the protection plan, so long as the Product remains at the site of its original installation, if <u>anything</u> goes wrong with the Product or its component parts, <u>for any reason</u> EXCEPT product neglect, misuse or abuse, accident, fire, flood, acts of god, improper installation or other causes beyond the control of Solar, Solar will, at its option, repair or replace the Product or component parts as set forth herein, provided the Product was used for its intended purpose and operated and maintained in accordance with the User's Manual provided to Purchaser (the "Product Protection Plan").

In order to qualify for the Limited Warranty and Product Protection Plan, Purchaser must complete and return the **attached/enclosed** Product Registration Form to Solar Dynamics LLC, P.O. Box 651, Ottumwa Iowa, 52501 within 60 days from date of installation. If at any time during the Limited Warranty Period the Product fails to conform to the foregoing warranty by reason of defects in materials or workmanship, Purchaser shall promptly submit a Warranty Claim to Solar in writing. If at any time during the Product Protection Plan period the Purchaser desires to make a claim under the Product Protection Plan, Purchaser shall promptly submit a Product Protection Plan Claim to Solar in writing. In order for any Limited Warranty or Product Protection Plan Claim to be valid, Purchaser must make the Claim to Solar within 90 days of the date of the failure. Claims shall include the original purchase receipt, Purchaser's name, address, telephone number, and e-mail address, and such other details as are necessary to describe the claimed defect or failure. Claims should be directed to: Solar Dynamics LLC, 212 Gateway Drive, Ottumwa, Iowa 52501. At the request of Solar, Purchaser agrees to ship the Product to Solar, shipping costs prepaid, for evaluation. In the event that the Product is determined to contain a defect covered by this Limited Warranty or has a failure covered by the Product Protection Plan, Solar reserves the right, at its sole discretion, to repair or replace the defective Product, component parts or Covered Component, or rebate a portion of the purchase price prorated based on the balance of the Limited Warranty term. In no event shall Solar's liability hereunder exceed the original purchase price of the Product will void the Limited Warranty and Product Protection Plan. In no case shall Solar or for the labor, costs or expenses necessary to install, remove or ship the Product, component parts or Covered Components or construction, which are not manufactured or supplied by Solar or for the labor, costs or e

EXCEPT AS SPECIFICALLY STATED ABOVE, SOLAR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT SOLAR'S SOLE OBLIGATION AND THE PURCHASER'S EXCLUSIVE REMEDY UNDER THE WARRANTY, THE PRODUCT PROTECTION PLAN, UNDER ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, OR IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO REPLACEMENT, REPAIR, OR REFUND, AS SPECIFIED HEREIN. IN NO EVENT SHALL SOLAR BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY DEFECTS IN OR FAILURE OF THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. The Limited Warranty and Product Protection Plan gives you specific legal rights and you may also have other rights, which may vary from state to state. The Limited Warranty and Product Protection Plan shall be governed by and construed in accordance with the laws of the State of Iowa. The venue for any action arising out of or related to The Limited Warranty or Product Protection Plan shall be in Wapello County, Iowa.