

TOP RACK TECHNOLOGY, INC.

LIMITED PRODUCT WARRANTY TERMS AND CONDITIONS

1. Product Warranty. All products designed, manufactured, and distributed by Top Rack Technology, Inc. (“TRT”) are expressly warranted by TRT to be free from defects in workmanship or materials that substantially impair their ability to perform their intended functions as described in TRT’s product information (the “Product Warranty”), when installed at the original installation site (“Site”) and subjected to normal and proper use, with the exception of plastic wire management clips, as follows:
 - a. Warranty Coverage Preconditions

Any claim of Product Warranty should first meet the following conditions:

 - (a) When installing the products, the installers must have followed the latest installation instructions provided by TRT;
 - (b) The roofs at the Site where the products are installed must be in good condition and not excessively old or curved. If the roofs are not in good condition, installers should repair and prepare them to meet the requirements first; and
 - (c) The products must be used at the original site before any claim can be made.
 - b. Warranty Period

Said Product Warranty shall be for a period of 30 years from the earlier of:

 - (a) the date of installation completion of the product at the Site, or
 - (b) 180 days after the purchase of the product by the end-user or original owner for installation.
2. Finish Warranty. Any factory-applied finish is warranted against substantial manufacturing-related visible peeling, cracking, or chalking under normal atmospheric conditions for five (5) years (the “Finish Warranty”) from 180 days after the purchase of the product by the end-user or original owner for installation. However, the Finish Warranty does not cover issues caused by foreign residue deposited on the finish or by products installed in environments with atmospheric conditions more corrosive than normal. The Finish Warranty is void if the practices specified by AAMA 609 & 610-02, 'Cleaning and Maintenance for Architecturally Finished Aluminum' (available at www.aamanet.org), are not followed.
3. Warranty Transferability. The Product Warranty and Finish Warranty may be transferred only to subsequent owners of the Site. Proof of purchase by the original site owner is required for any warranty claim.
4. Warranty Limitations. The Product Warranty and Finish Warranty only cover the product itself and excludes:

- a. Roof or building structure where the product is installed, Photovoltaic (PV) modules, electrical components, or wiring used in conjunction with the product; and
 - b. any other equipment or materials not designed and manufactured by TRT. Products sold by TRT but not designed or manufactured by TRT are covered only by the warranties, if any, provided by the original manufacturers of such products.
5. Exclusions. The Product Warranty and Finish Warranty do not cover:
 - a. any damage that occurs during shipment, storage, installation, or improper use of the product;
 - b. any damage caused by acts of God or force majeure, including but not limited to fire, flood, earthquake, storm, hurricane, or other natural disasters, war, terrorist activities, criminal acts, or acts of foreign enemies;
 - c. any damage or failure resulting from the use of alternative materials not purchased from TRT;
 - d. any installation of the product that is not performed in accordance with TRT's instructions and all applicable federal, state, and local laws, statutes, regulations, ordinances, and codes;
 - e. any product that has been modified, repaired, or reworked in a manner not authorized by TRT in writing;
 - f. any products installed in environments for which they are not designed; and
 - g. any products that have been determined to have been subjected to abnormal operating conditions;
 - h. any damage resulting from the owner's failure to follow normal maintenance procedures.
 - i. reinstallation of TRT product, after repair or replacement of the roofing material and roof structure.
6. Installation Requirements. The product must be installed on roofs in good condition. If the roof is near the end of its suggested lifespan or too old to maintain a strong bond between the racking and the roof structure, then the roof must be repaired or replaced before installing the products. The installation must strictly adhere to the latest installation manual from TRT. Failure to follow the manual or any deviations from federal, state, or local building codes will void both the Product Warranty and Finish Warranty.
7. Warranty Claim Procedure. To make a warranty claim, the owner must notify TRT in writing within thirty (30) days of discovering the defect and within the respective warranty periods. The claim must include:
 - a. proof of purchase (including the date of purchase);
 - b. a detailed description of the defect or failure;
 - c. photographic evidence or other documentation of the original (before install TRT product) roof photo, latest defect or failure; and

- d. the installation address and contact details of the installer (if applicable).

TRT reserves the right to inspect the installed product on-site or request its return for evaluation. The owner shall be responsible for all shipping and transportation costs associated with returning the product to TRT.

8. Remedies. If, upon inspection, TRT determines that a defect in materials or workmanship exists, TRT will, at its sole discretion:
 - a. repair the defective product;
 - b. replace the defective product with an identical or similar product; or
 - c. refund the original purchase price of the defective product.

Any repair or replacement does not extend or alter the respective original warranty periods.

9. Limitations of Warranties. TRT's liability under the Product Warranty and Finish Warranty is limited to repair, replacement, or the original purchase price of the product. The owner agrees to bear all transportation costs related to repair or replacement if any claim is made. The Product Warranty and Finish Warranty do not cover any damage to other property, persons, or equipment as a result of a defective product. TRT shall not be liable for any incidental, consequential, special, or punitive damages, including but not limited to loss of use, loss of revenue, or loss of profits arising from any defective or nonconforming product, even if caused by the negligence of TRT.

10. Disclaimer of Warranties. Except for the Product Warranty and Finish Warranty expressly stated herein, TRT makes no other warranties, express or implied, including any warranty or representation as to the design, operation, merchantability, non-infringement of intellectual property, or fitness for a particular purpose. Any implied warranties that may be imposed by law are limited to the duration of the original warranty periods.

11. Governing Law. This warranty statement is governed by the laws of the State of New Jersey, without regard to its conflict of laws provisions.

TRT reserves the exclusive right to modify, amend, or update the terms and conditions of the warranties at any time and at its sole discretion. Any such changes will apply only to products purchased after the effective date of the updated warranties. This warranty cannot be altered or modified by any third party, including distributors or resellers, without the express written consent of TRT.

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