

# Xiamen Goomax Energy Technology Co., Ltd

Add: 905#, Jordan Building, High-tech Park, Huli District, Xiamen China

### **Product Warranty**

#### § 1 Limited Warranty

- A. **Xiamen Goomax Energy Technology Co.,Ltd** hereinafter referred to as "Goomax Energy", warrants only to its direct customers that the solar mounting products offered by Goomax Energy, will be free from defects in workmanship and material during the applicable warranty period identified in as the following:
  - 1) The warranty period for all metallic product components is 10 years.
  - 2) The warranty period for all non-metallic product components is 3 years.
  - 3) Each warranty period commences on the date of delivery of the Product to the Customer.
- B. This Limited Warranty sets forth Goomax Energy's total and exclusive warranty obligation. Goomax Energy does not assume, nor authorize any person to assume for it, any other liability in connection with the sales of its Products.
- C. This Limited Warranty does not cover any adverse effects on any Product or any Product defects which arise because:
  - 1. The Product was not assembled and installed in accordance with the assembly and installation instructions and the applicable technical norms and regulations;
  - 2. The Product was not assembled and installed by qualified personnel defined in the installation manual;
  - 3. The Product was not transported, installed, assembled, tested or operated in accordance with best prudent industry methods and practices;
  - 4. The Product was not used in accordance with the published technical specifications or the Product was used contrary to the intended purpose as specified in the installation manual;
  - 5. The Product was not properly stored before or during the assembly/installation phase;
  - 6. Interferences with or changes to the Product or its accessories were made without the express written consent of Goomax Energy;
  - 7. Accessories which are not original Goomax Energy's accessories were used in connection with the Product;
  - 8. The Product was subject to extraordinary environmental conditions (e.g., excess voltage, magnetic fields or similar circumstances);
  - 9. The Product was subject to a force majeure (as defined in § 3A below);
  - 10. A heightened salt content in the ambient air or oxidation-provoking metal combinations (e.g., copper) have caused corrosion at the installation site of the Product; or
  - 11. The load capacity of the roof construction and/or the foundations, footers or ground has not been assured according to the accepted state-of-the-art technology and applicable technical norms and regulations.
- D. If any Product fails to operate during the applicable warranty period due to a warranted defect in workmanship or material, Goomax Energy shall either, at its option and expense and as its sole and exclusive obligation, carry out a professional repair of the defective Product component in question or replace the defective component with a new or updated component.



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E. Performance under this Limited Warranty will not trigger the commencement of a new warranty period, nor will it extend the applicable warranty period.

#### § 2 Procedures in the Event of a Warranty Claim

If the Product exhibits defects that are covered under this Limited Warranty, then please promptly contact Goomax Energy Customer Service at (0086) 592-2938661 or by the fax number (0086) 592-2938662. Please have the following information available when contacting us by phone:

- Your name, address, ZIP or postal code and a telephone number where you can be contacted.
- The Product model description
- Purchase receipt containing the date and Customer's address
- Warranty certificate of the defective Product (if available)
- The date of installation
- The location and address of installation
- -A complete listing of the observed defects and additional information which could help in analyzing the defect.

The following documents and information must be made available to Goomax Energy upon request:

- Photographs of the damaged Product(s)
- System circuit diagram(s)
- -Any pertinent system monitoring or data capture records

### § 3 Warranty Limitations and Final Provisions

- A. This Limited Warranty does not apply if the defects or discrepancies in the condition of the Product are not material and such defects or discrepancies are insignificant with respect to the value or conforming use of the Product.
- B. Goomax Energy is not liable for any delays or failure to provide the warranty performance listed in § 1, if that delay or failure is caused by force majeure (i.e., war, war-like conditions, terrorism, vandalism, earthquake, civil unrest, strikes, epidemics, fire, flooding, lightning strike, hail or other similar circumstances which are beyond Goomax's control).
- C. The total scope of liability under this Limited Warranty is limited to the purchase price paid by the Customer for the individual Product.
- D. The foregoing provisions state Goomax Energy's entire liability, and the Customer's exclusive remedy, for any breach of warranty. In no event will Goomax Energy be liable for any consequential or incidental damages arising from or out of the installation or use of any product, or any breach of warranty; Without limiting the foregoing, Goomax Energy shall not be liable for personal injury, property damage, lost profit, lost revenue, advertising or manufacturing costs, overhead costs, lost customers, operational disruptions or down-time resulting from the installation or use of any product or any breach of warranty.