

## **Carmanah Technologies Corporation 5 Year Limited Warranty**

Carmanah Technologies Corp. ("Carmanah") provides the following limited 5 year warranty ("Warranty") coverage as applicable to your purchased Carmanah branded product ("Product"). The following constitutes the terms and conditions of that limited warranty.

### **1. What the Carmanah Warranty Covers and for How Long**

Subject to the exclusions and claim procedure set out below, Carmanah warrants for a period of 5 years from the date of sale by Carmanah or its authorized distributor (the Purchase Date), that the Carmanah Product is free of material or workmanship defects and provides coverage as detailed below.

*For the period ending 12 months from the Purchase Date*, Carmanah will, at Carmanah's discretion, repair or replace the Product which fails due to a defect in materials or workmanship or apply a credit equal to the original purchase price towards the purchase of new Carmanah Product.

*For the period beginning on the 13<sup>th</sup> month from the Purchase Date and ending at the completion of the 60<sup>th</sup> month from the Purchase Date*, Carmanah will, at Carmanah's discretion, repair Product which fails due to a defect in materials or workmanship, or apply a credit equal to the original purchase price towards the purchase of new Carmanah Product, with the exception of the Product failure due to battery performance.

To exercise this right through any of the time periods above, the customer shall ship, at its own expense, the Product to Carmanah according to the return instructions detailed below, and Carmanah will, repair or replace the Product and return it to the customer free of charge, or offer credit towards the purchase of new Product.

Carmanah shall be entitled, at its discretion, to use new and/or reconditioned parts in performing warranty repair or providing a replacement Product. Carmanah also reserves the right to use parts or Product of original or improved design in any repair or replacement. All replaced Product and/or any parts removed from repaired Products become the property of Carmanah.

If Carmanah chooses to repair or replace a Product, the above warranty will continue to apply and remain in effect for the balance of the warranty period calculated from the Purchase Date (and not the repair or replacement date).

If Carmanah chooses to offer a credit towards the purchase of new Product, then the warranty in effect and applicable to the new Product shall apply to the new Product. All credits must be used within 90 days of issuance from Carmanah towards the purchase of new Product or become null and void.

### **2. What the Carmanah Warranty Does Not Cover**

Carmanah's Warranty does not provide coverage for the following which are expressly excluded from the above warranty:

- Failure due to normal wear and tear of the Product.
- Failure caused by improper user programming of product settings through computer software supplied with or associated with a Carmanah Product.
- Year-round installations greater than 55° latitude North or South fall outside of the standard operating parameters of Carmanah Products, due to insufficient solar charging during winter months. Therefore, it is understood that a Carmanah Product installed for year-round operation at locations greater than 55° latitude North or South does not qualify for the standard product warranty UNLESS the light has been properly adjusted to suit the operating environment by an authorized Carmanah representative.
- Failure due to fire, water, neglect, improper installation, generalized corrosion, biological infestations, or input voltages that create operating conditions beyond the maximum or minimum listed in the Carmanah specifications including lightning strikes.

- Products which have been repaired or altered other than by Carmanah or authorized by Carmanah.
- Products that have their original identification (trademark, serial number) markings defaced altered or removed.
- Products utilized as a component part of a product expressly warranted by another manufacturer.
- Operation or storage of the Product outside the specification ranges, and/or alteration or deployment of Carmanah Products other than in accordance with any published or provided user, storage or maintenance requirements.
- Failure that is in any way attributable to the improper use, storage, maintenance, installation or placement of the Carmanah Product.
- Failure caused by abuse, misuse, abnormal use, or use in violation of any applicable standard, code or instructions for use in installations, including, but not limited to, those contained in the National Electrical Code, the Standards for Safety of Underwriters Laboratory, Inc., Standards for the International Electrotechnical Commission, Standards for the American National Standards Institute, or the Canadian Standards Association.
- Failure due to acts of God.
- Any additional costs required to repair or replace the defective product including legislatively-imposed fees where applicable.

### **3. Restrictions and Limitations to Carmanah's Warranty**

- Carmanah is not responsible for providing access to the failed Product, or liable for any costs including but not limited to retrieval and redeployment of Product, and disassembly and re-assembly of other product that is not Carmanah's.
- This Warranty is not transferable and only applies to the first end-user purchaser of the product directly from Carmanah or a certified Carmanah distributor.
- Carmanah does not warrant the results obtained from the implementation of recommendations made by Carmanah or its authorized distributors concerning the use, design or application of Carmanah Products
- The end-user who purchases the Product assumes all responsibility and liability for loss or damage resulting from the handling or use of Carmanah Products.
- The onus is on the Purchaser to provide evidence that any event that may invalidate the warranty has not occurred, including specific storage, maintenance or operational procedures to assure Product performance,
- Carmanah has the sole discretion in determining the validity of any warranty claim, and reserves the right to determine the cause for Product failure including examining patterns in Product usage, trends in Product failure, and to review the customer's documentation of installation, use, maintenance, storage procedures and test results.
- Carmanah's liability on any claim, whether in warranty, contract, negligence, or any other legal theory, for loss, damage or injury arising directly or indirectly from or in relation to the use of the Carmanah Product shall in no event exceed the purchase price of the Carmanah Product which gave rise to the claim. **IN NO EVENT SHALL CARMANAH BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER FORSEEABLE OR NOT INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF USE OF GOODS, OR LOSS OF BARGAIN.**
- The Warranty set out above is the sole warranty granted by Carmanah with respect to the Product. No oral understanding, representations or warranties shall be of any effect and Carmanah makes no further warranties, express or implied concerning the Carmanah Products other than the Warranty set out above. The Buyer, where permitted by applicable law, hereby expressly waives any statutory or implied warranty that the Carmanah Product shall be merchantable or fit for a particular purpose.
- All disputes ("Disputes") arising out of or in connection with this Agreement shall be referred first to the parties for amicable resolution. In the event that the Dispute is not resolved within 30 days of written notice from one party to the other, the Dispute shall be referred to mediation. All Disputes incapable of being resolved through mediation shall be referred to and finally resolved by arbitration under the *Commercial Arbitration Act* (British Columbia), with each party bearing its own expenses incurred in respect of any such arbitration.

## How to Make a Valid Warranty Claim

Carmanah must be notified in writing of any Warranty claim within 90 days after first evidence of non-compliance or the Warranty will be void. Written notification shall include date of non-compliance, location and use of Product, serial numbers, where and through whom the Product was purchased, and proof of purchase.

Carmanah is not responsible for providing access to the failed Product, including but not limited to retrieval and redeployment of Product, and disassembly and re-assembly of other product that is not Carmanah's.

**Step 1:** Prepare your documentation to speak to a Carmanah Customer Service Representative. Please be prepared to provide the Product serial or identification numbers, proof of purchase from Carmanah or an authorized Carmanah distributor as well details on the location and nature of failure. Obtain an RMA number (Return Materials Authorization number) from Carmanah Customer Service *prior* to returning any Carmanah Products. Carmanah reserves the right to refuse any items sent to Carmanah without an associated RMA number. To obtain an RMA number, please contact [customerservice@Carmanah.com](mailto:customerservice@Carmanah.com) or Telephone (250) 380 0052 or Fax (250) 380 0062 worldwide - or Toll Free for US & Canada (1 877) 722 8877 or see our website [www.Carmanah.com](http://www.Carmanah.com) for contact information.

**Step 2:** After receiving an RMA number, please ship the product back to Carmanah as instructed. If possible, utilize the original shipping containers that came with your Product. If not, please utilize a shipping method that will as much as possible replicate your original packaging material. Carmanah will not assume responsibility for items that are damaged during shipping. With the RMA number which is provided you will also receive shipping direction and labeling instructions, please read and follow carefully. As a reminder, you are responsible for shipping the product back to Carmanah and the associated costs, failure to provide this may result in non-acceptance of shipment by Carmanah.

**Step 3:** Carmanah will review the Product and its method of failure to determine whether warranty coverage is applicable, and if so will provide for the repair, replacement or credit as applicable in the coverage of the Warranty outlined above.

Please note that Carmanah strives to resolve warranty issues as quickly as possible, but pending the nature and difficulty of assessing the failure, the process time may range to properly close. Please contact your Customer Service Representative if you are unsure as to the status of your warranty claim.

Where specific maintenance or storage procedures were required to assure Product performance, please be prepared to demonstrate that proper storage and maintenance procedures were followed. Please also note that Carmanah reserves the right to determine the cause for Product failure including examining patterns in Product usage, trends in Product failure, and to review the customer's documentation of installation, use, maintenance, storage procedures and test results. Assisting Carmanah as required in this process will help to ensure the true root cause for failure is determined to prevent future failures. If the customer fails or declines to provide adequate information to Carmanah, to enable Carmanah to assess whether the Product has failed or the cause of the Product failure, Carmanah reserves the right to decline to honour the warranty.

**Step 4:** If Carmanah determines that the Warranty is applicable, then:

Once your returning Carmanah Product has been received and qualified for warranty coverage, you will receive either the repaired or replaced Product, or credit towards the purchase of new Product in accordance with the applicable warranty and elections. Please note that if Carmanah is returning Product to you in accordance with this Warranty, that Carmanah will facilitate returns to the destination from the original sales order.

**Step 5:** If Carmanah determines that the Warranty is not applicable, then:

Your Product will be returned to you at your expense. Please note that you may be subject to a testing charge of 25% of the original invoice price together with any applicable taxes. If you would rather not have your Product returned, please speak to the Customer Service Representative about the proper disposal of your Product