



AllEarth Renewables Limited Warranty

AllEarth Renewables, Inc. (AER) grants a ten (10) year limited warranty for its Solar Trackers. During the ten year warranty period, AER will repair or replace any tracker component provided by AER that are defective in materials or workmanship. This warranty does not cover installation labor, shipment, travel expenses or other costs associated with obtaining warranty service if necessary, nor does it cover consumable items.

The warranty start date is the date of shipment from AER as shown in AER's invoice to the customer. This limited warranty applies only to the first end-user purchaser of the AllEarth Solar Tracker or to any subsequent owner of the site where the product was first installed. Any repairs or replacement do not extend the warranty.

If, at AER's sole discretion, the product is found to have defects in materials or workmanship, AER will, at AER's option, repair or replace this product without charge. The AllEarth Solar Tracker must be installed according to the installation manual that was current at the time of installation as provided by AER. This warranty does not cover damage due to improper use, accident or misuse, lightning, corrosion due to high salt environments, electrical utility surges, fires, explosions, theft, acts of vandalism, flood or damages due to any unauthorized service including but not limited to removing, replacing or installing parts not supplied by AER or winds in excess of design rating of 120 mph as measured at 10 m above the ground.

This limited warranty is given in lieu of all other warranties, express or implied. AER specifically disclaims all implied warranties including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose. This limited warranty expressly excludes, and AER shall not be liable for, any incidental or consequential damages caused by or related to the use of, inability to use or malfunction of this product including but not limited to any shortfall in earnings due to a shortfall in the production of electricity. AER shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the product, including, without limitation, any defects in the product or from use or installation. AER's aggregate liability, if any, in damages or otherwise shall not exceed the payment, if any, received for the product.

If a part, provision, or clause of terms and conditions of sale, or the application thereof to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect and leave all other parts remaining, and to this end the terms and conditions shall be treated as severable. This warranty gives you specific legal rights; and you may also have other rights that vary from state to state and country to country. Some jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of damages, so the above limitations may not apply to you. Neither party shall be in any way responsible or liable to the other party, or to any third party, arising out of nonperformance or delay in performance of the terms and conditions of sale due to acts of God, war, riot, strikes, unavailability of suitable and sufficient labor, and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of sale. Any claim or dispute regarding these warranties shall be governed by and construed in accordance with the laws of the State of Vermont (US).