

WARRANTY (Supply & Install)

MITREX SOLAR FACADE

This document contains the terms and conditions of Mitrex Inc.'s limited warranty for commercial/industrial solar cladding products sold by Mitrex Inc. The warranty applies to the original purchaser and subsequent owners of the installation location.

TWENTY-FIVE (25) YEAR LIMITED PRODUCT WARRANTY

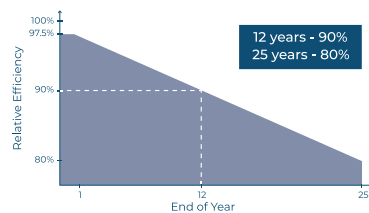
1. The product warranty is effective from the date of installation or 90 days after delivery.
2. Mitrex warrants that its products are free from substantial defects in manufacturing and workmanship for 25 years from the effective date.
3. If any product is determined to have a manufacturing defect during the warranty period, Mitrex will repair or replace the defective product at its discretion, without cost to the customer, to restore the system's functionality.
4. Mitrex covers labor and material costs for repairing or replacing defective Products to restore the Mitrex System's functionality. Non-Product materials from other companies are not included. Mitrex is not responsible for aesthetic concerns, costs related to non-Product failures, or warranty-related work. Non-Products used in the Mitrex System are not covered by Mitrex's warranties, whether purchased directly or not.

TWENTY-FIVE (25) YEAR LIMITED ENERGY PERFORMANCE WARRANTY

5. The warranty for product performance is effective from the date of installation or 90 days after delivery.
6. Mitrex warrants that the products will maintain a certain level of performance for 25 years, with power output requirements for each year.
 - During the first year, Mitrex warrants the actual power output of the Products will be no less than 97% of the labeled power output.
 - From year 2 to year 25, the actual annual power decline will be no more than 0.7%; by the end of year 25, the actual power output will be no less than 80% of the labeled power output.
 - The actual power output of the Products shall be determined for verification using Standard Testing Conditions only. The actual power output measurement shall be either carried out by a Mitrex facility or by a Mitrex recognized third-party testing institute. Testing equipment uncertainty will be applied to all actual power output measurements.

Product Warranty: 25 years
Performance Warranty:

- $\geq 97\%$ end of 1st year
- $\geq 90\%$ end of 12th year
- $\geq 80\%$ end of 25th year



TWO (2) YEAR LIMITED LABOR WARRANTY

7. The warranty for labor is effective from the date of installation or 90 days after delivery.
8. Mitrex warrants that, during a warranty period of 2 years beginning from the effective date, it will provide labor services to address any qualifying issues or defects that arise with Mitrex products installed by Mitrex-authorized personnel.
9. The Warranty covers the costs associated with the repair or replacement of defective components and the labor necessary to perform such repairs or replacements.

CONDITIONS AND EXCLUSIONS

10. Mitrex has no obligation under the warranty until fully paid for all installation services, supplies and materials.
11. If full payment for all installation services, supplies, and materials is not received by Mitrex within 90 days of component delivery, the limited warranties will be voided, and Mitrex will not be liable under these warranties.
12. Coverage under the limited warranty is excluded or terminated if the Products have been subject to negligence or damage, if repairs were made without authorization, or if other specified conditions and exclusions apply.
13. Mitrex is not liable for any damage or compromise to the Mitrex System caused by alterations to the Building's structure without prior written approval from Mitrex. This includes structural additions, changes, replacements, overburden, and equipment installations.
14. Mitrex may modify or discontinue products without notice. Mitrex's obligation under limited warranties is to provide similar quality products. Mitrex is not liable for color variations in replacement materials due to product changes or weathering. These limited warranties are the exclusive remedies for valid claims and do not cover regular wear or aesthetic conditions.
15. Products that have been manufactured by third party manufacturers and supplied by Mitrex along with its Products to integrate the Mitrex System are covered under the warranty of the third-party manufacturers.

RETURN POLICY

16. The customer must inspect all components of the Mitrex System upon receipt and report any defects prior to installation. Concealed defects must be reported immediately upon discovery.
17. If a Product does not meet the warranty conditions, Mitrex can choose to refinish, replace, or repair the defective component at their expense. If the original component is unavailable, Mitrex will provide a substitute of equal value or refund the purchase price for the defective component only. The warranty period for refinished, repaired, or replaced panels will match the duration of the original product. If Mitrex cannot resolve the issue through repairs or replacements, a refund of the original purchase price may be offered at their discretion.

REMEDIES

18. Mitrex will not accept any return of Products without Mitrex's prior written authorization to the customer. If authorized, Mitrex will cover reasonable transportation costs for returning the Products and shipping repaired or replacement Products to the original installation location.

If Mitrex opts for repair as the remedy, Mitrex shall cover reasonable material and labor costs related to the repair. 19. The Customer is responsible for the costs of removing, installing, and/or reinstalling the Products, including fees, taxes, and duties related to electronic waste disposal regulations, unless otherwise agreed in writing by Mitrex. Mitrex will not cover costs imposed by new regulations or pay for fees, taxes, or duties on the implemented remedies or the Products. Repair or replacement does not extend the warranty period but is based on the remaining warranty of the affected Products. 20. Mitrex may provide a similar Product as a replacement if the affected Products are discontinued or unavailable. The Customer must dispose of the Products according to local electronic waste regulations at their own expense. Replaced Products should not be sold, reworked, or reused without Mitrex's explicit authorization.

LIMITED TRANSFERABILITY

21. The Limited Warranty can be transferred once by the original Customer, subject to Mitrex's consent. The Customer must provide written notice to Mitrex at least 30 days prior to the transfer, pay the transfer fee, and have the Transferee sign Mitrex's Acknowledgement and Assumption Agreement. After the transfer, the Limited Warranty becomes non-transferable, but all other terms remain unchanged. The Transferee must fulfill the Customer's obligations under the Limited Warranty.

CUSTOMER'S RESPONSIBILITIES

22. To make a claim, the customer must notify Mitrex in writing within 30 days of discovering a potential defect. Failure to report potentially warranted defects within 30 days upon discovery shall render the limited warranty null and void.

CLAIM PROCESS

23. To make a claim covered by the limited warranties, the Customer must promptly submit a written claim with supporting information including but not limited to description of the claimed defect, associated serial numbers, purchase invoices, and proofs to Mitrex at the specified address within the applicable warranty periods.

Mitrex Inc.
41 Racine Road, Etobicoke, ON M9W 2Z4
Email: warranty@mitrex.com
Phone Number: +1 416-497-7120

Mitrex may request additional verification of the Customer's claim at their discretion. The Customer must allow Mitrex to inspect the defect either remotely or at the Building location for further verification.

WARRANTY ASSIGNMENT

24. The limited warranty can be transferred to a new party who takes legal title to the products provided the Products remain installed in their original location.

DISPUTE RESOLUTION

25. Any disputes related to warranty claims will be resolved according to the governing law clauses and dispute resolution procedures in the purchase agreement.

SEVERABILITY

26. If any part or provision of the warranty is held invalid, the remaining parts and provisions will still be valid.

DISCLAIMERS

27. The limited warranties exclude all other express or implied warranties, and Mitrex disclaims liability for any damage or injury resulting from the products' use.

LIMITATION OF LIABILITY

28. Mitrex disclaims responsibility for any loss, injury, or damages related to the products, and its liability is limited to the purchase price paid for the product in the case of a warranty claim.

NOTE

The warranty may be subject to changes without notice. Professional installation and handling are required, and safety instructions should be followed. Mitrex's website contains a list of products covered by the warranty.

FOR AN EXTENDED VERSION OF MITREX SOLAR FAÇADE WARRANTY, PLEASE VISIT <https://www.mitrex.com/wp-content/uploads/2022/03/4.1-Warranty-Solar-Cladding.pdf>

