

# QuadSunCST Solar System™

## Limited Product Warranty- Five (5) Year Repair and Replacement

QuadSun Solar Pvt Ltd (QuadSun) warrants its CST 3500 Solar System™ solar reflectors (CST) against defects in material and from workmanship, under normal use and service, for a period of five (5) years from the date of commissioning and start-up.

QuadSun Solar Pvt Ltd (QuadSun) warrants the motors, electronics and motors used in CST 3500 Solar System™ (CST) against defects in materials and workmanship, under normal use and service, for a period of three (3) years from the date of commissioning and start-up.

If QuadSun determines that any component covered under this Warranty failed during the applicable warranty period as a result of a defect in materials or workmanship, QuadSun will, at its option, either replace or repair such components.

In addition to the repair or replacement of defective components, QuadSun will pay reasonable labor costs for component removal and reinstallation for a failure covered by this Warranty, QuadSun will also cover the cost of transportation for any parts authorized by QuadSun to be returned to QuadSun's facilities.

Any component used to repair or replace a warranted component shall be covered by the same warranty coverage as the repaired or replaced component. Under no circumstances shall coverage of any component be prolonged or extended beyond the end of the original warranty period.

**THE ABOVE DESCRIBES THE EXCLUSIVE REMEDY OF THE CUSTOMER AND THE SOLE RESPONSIBILITY OF QUADSUN FOR BREACH OF ANY WARRANTY.**

### Customer Responsibilities

Customer represents that it is purchasing the CST for uses and applications that shall be in accordance with all applicable laws. Customer is responsible for the operation and maintenance of the CST as specified in the User Manual. The customer represents that all payments due post installation and commissioning are fully paid. In the event of a warranty claim, customer is also responsible for demonstrating that all recommended maintenance has been properly performed.

The customer should also enter a annual maintenance contract with QuadSun or QuadSun channel partners or undertake training to ensure regular maintenance and checks are conducted as per the defined frequency

### Disclaimers and Limitations

All warranties will be voided by the use of components for repair or replacement that are not components manufactured by or supplied by QuadSun, or by any failure to follow instructions in the QuadSun User Manual and/or Maintenance or Service Instructions.

Warranty claims must in any event be filed within the applicable warranty period.

This Limited Warranty does not apply to any component listed in QuadSun's User Manual as serviceable or replaceable inside the applicable warranty period, or any components which, in QuadSun's judgment, have been subjected to:

- i. Misuse, abuse, neglect or accident including but not limited to operation without adequate coolant or lubricants;
- ii. Unauthorized modifications of the CST;
- iii. Improper installation, application, or removal;
- iv. Alteration, removal, or obscuring of the type or serial number of any component;
- v. Reduced performance, failures, or damage resulting from dirt or other contaminants;
- vi. Damage caused by foundation settling;
- vii. Any failure caused by events or conditions outside of QuadSun's control, including without limitation power failure, power surges, severe winds, lightning, flood, fire, vandalism, or accidental breakage.

Any components replaced under this Warranty shall become the property of QuadSun. QuadSun may require that components subject to a claim be returned to the nearest QuadSun Service location at the customer's expense.

**THE WARRANTY AS SET FORTH HEREIN IS IN LIEU OF (AND TO THE FULL EXTENT PERMITTED BY LAW QUADSUN HEREBY DISCLAIMS) ALL OTHER WARRANTIES, WHETHER EXPRESSED, STATUTORY, OR IMPLIED, AND WHETHER ORAL OR WRITTEN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. QUADSUN DISCLAIMS ANY AND ALL IMPLIED INDEMNITIES.**

**QUADSUN WILL NOT BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, POWER FAILURE, LOSS OR UNAVAILABILITY OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR POWER, OR OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY CUSTOMER, OR ANY OTHER PERSON OR ENTITY, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF QUADSUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL QUADSUN'S AGGREGATE LIABILITY UNDER ANY WARRANTY EXCEED THE PRICE PAID BY CUSTOMER TO QUADSUN FOR THE CST CONTAINING THE DEFECTIVE COMPONENT.**