

INTEGRARACK WARRANTIES ALL OF OUR PRODUCTS AND WILL GUARANTEE THAT ALL PRODUCTS WILL BE FREE OF DEFECTS AND OPERATE AS INTENDED, OTHERWISE IT IS THE RESPONSIBILITY OF INTEGRARACK TO REPAIR, REPLACE, OR REFUND DEFECTIVE PRODUCTS AS DESCRIBED IN THIS WARRANTY STATEMENT.

IntegraRack extends this limited warranty only to the party who originally purchased IntegraRack Products (“**Products**”), and any subsequent owner of the Products, subject to assignability below (“**Purchaser**”), provided the Products are installed properly according to the purpose of which they were designed.

This limited warranty is assignable by Purchaser and any subsequent owner of the Products, provided that the Products remain installed at the original installation location, and provided that any subsequent owner agrees in writing to be bound by the terms of this IntegraRack Limited Warranties and Disclaimer document and provides proof of purchase of the Products. Change in ownership of the Products or assignment of this Warranty will not cause the warranty periods provided herein to be reset. Any subsequent owners to whom this limited warranty is assigned shall be considered a subsequent Purchaser for purposes of this limited warranty during the period of ownership of the Products.

What is covered by this Warranty?

This limited warranty ensures that IntegraRack’s Products will be free of manufacturer defects that prevent the Products from being used for the purpose of which they were designed.

This Warranty Excludes:

- a) Normal wear (discoloration, staining of any aluminum components, rusting, or corrosion of any pre-plated steel components); cosmetic damage; damage resulting from misuse, accident, negligence, overloading, abuse, or improper installation; failure to follow given instructions; failure to comply with applicable laws or local building code limits; or any damage caused by acts of God, war, criminal acts, explosions, fire, vandalism, or any other major unforeseen events of force as may apply in accordance with applicable law;
- b) Products that have been altered, modified, or repaired without IntegraRack’s prior written authorization;
- c) Damage caused by defects in third party components or materials not sold by IntegraRack that may or may not have defects (irrespective of documentation provided by IntegraRack)
- d) Any defect of provided IntegraRack Products that has not been reported to IntegraRack in writing within the warranty periods set forth below and within ten (10) days after discovery of such defect;

e) Products installed, used, or maintained in a manner contrary to documentation provided by IntegraRack, including any defect that arises from the faulty handling, storage, assembly, loading, or installation not in accordance with the instructions given by IntegraRack, or any defect that arises from mounting the Product on a solar module, building, roof, or other construction that is not suitable for the mounting of the product;

f) Any defect that does not prevent use of the Product for the purpose of which the Product was designed, including non-structural accessories;

g) Damage to Products during shipment, storage, or installation;

h) Any defects to third party Products that are recommended for use by IntegraRack will fall under that Products manufacturer warranty;

Further, the Finish Warranty (as defined below) shall not apply to surface oxidation or to any foreign residue deposited on a Product finish, or to Products installed in corrosive atmospheric conditions, and shall be void if the practices specified in AAMA 609 and 610-02, Cleaning and Maintenance for Architecturally Finished Aluminum, or ASTM 780/A780M-09, Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings, as applicable, are not followed.

What is the period of coverage?

This limited warranty shall commence on the date of shipment of the Products and last for a period of twenty-five (25) years (the **“Warranty Period”**). IntegraRack further warrants that all Products with finishes will be free of visible defects, peeling, and cracking for a period of five (5) years from the date of shipment (the **“Finish Warranty”**); provided, however, that no Finish Warranty shall apply to mill aluminum, pre-plated steel, and/or polymeric Products. IntegraRack maintains the right to change the availability of this limited warranty at its discretion, but any changes will not be retroactive.

Remedies under this warranty?

For any defective Products during the Warranty Period, IntegraRack will, in its sole discretion, either repair or replace the Product or defective part, free of charge, or refund the purchase price of the product. Such repair, replacement, or refund will not cause the Warranty Periods to be reset, will completely satisfy and discharge IntegraRack’s liability and obligation with respect to this Limited Product Warranty, and will not create an expectation of warranty coverage beyond the Warranty Period.

A refurbished Product may be used to repair or replace the defective components. Transportation, installation, labor or any other costs or losses associated with failure of warranty compliance, or Product replacement or repair, are not covered by this Limited Product Warranty and are not reimbursable.

If a warranty assessment conducted by IntegraRack reveals that a Product is not defective, IntegraRack shall return the product (if Product was shipped to IntegraRack for the assessment) and the Purchaser shall promptly reimburse IntegraRack for all reasonable costs incurred by IntegraRack in performing the inspection.

How to obtain warranty service?

To report any product defects, submit warranty claim, or speak with our Warranty Department, please call us at (435) 632-0022 or email us at IntegraRack@gmail.com during the Warranty Period. Proof of purchase may be requested by IntegraRack.

IntegraRack may request Purchaser to provide information reasonably known to the Purchaser in respect of the alleged defect or warranty claim, including, as appropriate, photographs or video recordings of the alleged defect. Purchaser shall provide IntegraRack without undue delay with all additional information and cooperation (including access to facilities and premises) reasonably requested by IntegraRack in respect of any warranty claim to enable IntegraRack to assess each claim under this Limited Warranty.

LIMITATION OF LIABILITY

Except as set forth above, IntegraRack sells the Products on an “AS IS” basis, which may not be free of errors or defects, and ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE PRACTICE, ARE HEREBY DISCLAIMED.

THE REMEDIES DESCRIBED ABOVE ARE PURCHASER’S SOLE AND EXCLUSIVE REMEDIES AND INTEGRARACK’S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. INTEGRARACK’S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY PURCHASER FOR THE DEFECTIVE PRODUCT, NOR SHALL INTEGRARACK UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, INCLUDING WITHOUT LIMITATION, CLAIMS BY PURCHASER FOR DAMAGES SUFFERED BY PURCHASER’S CUSTOMERS OR CLAIMS OF THIRD PARTIES.



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