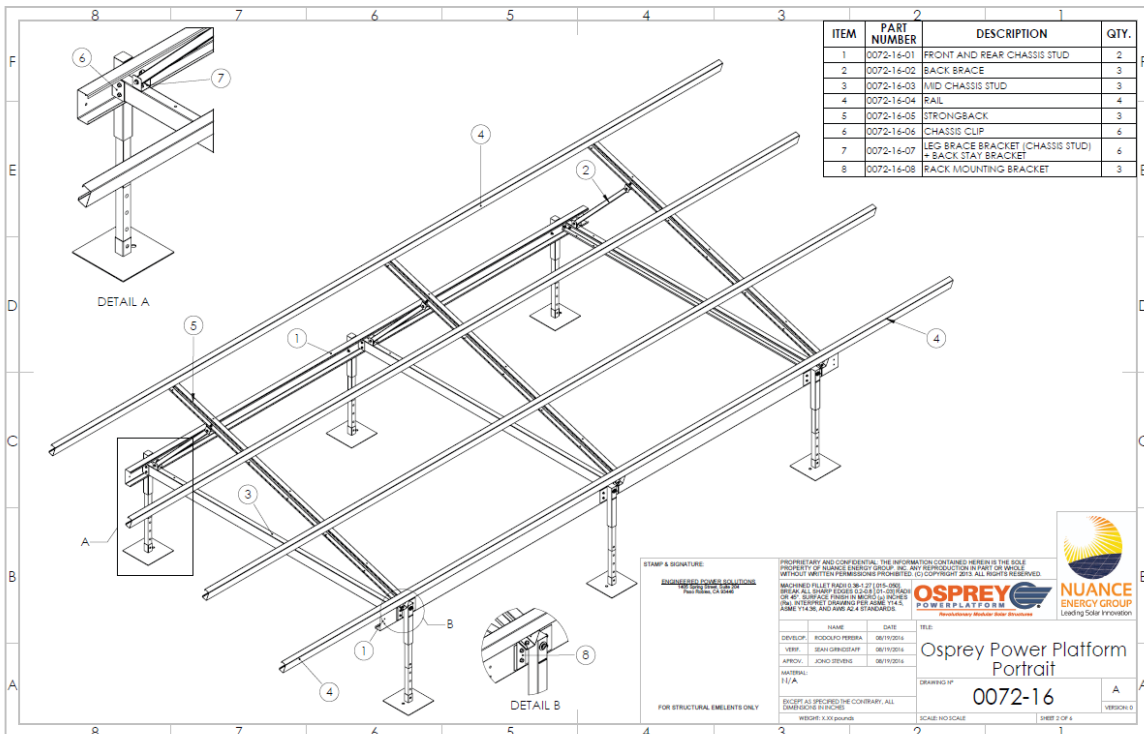




Nuance Energy Group, Inc.
 6 Crow Canyon Court, Ste 200
 San Ramon, CA 94583
 831-332-0466; 877-537-2221
info@nuanceenergy.com
www.nuanceenergy.com

25 YEAR Product Warranty
 25 Year Sub-Component Warranty

Main Product Components	Osprey PowerPlatform® Product Warranty
Chassis, Studs, Racking, Legs, Shoe Plates, Fixed Tilt Back Stays, Strong Backs, Rails, Angle Brackets, Vertical Bracing & Array Plate Connectors.	Nuance Energy shall provide a Product Warranty from date of delivery including shipment and receipt of goods received of Buyer, that the Main Product Components shall be free of any material defects for a twenty-five (25) year period.
Sub-Component Parts	Sub-Component Warranty
Nuts, Bolts, Washers, Mid Clamps, End Clamps, Screws and Special Earth Anchors	Nuance Energy shall provide a Limited Warranty from date of delivery including shipment and receipt of goods received of Buyer that the Sub-Component Part shall be free of any material defects for a twenty-five (25) year period. Further warranty may apply according to the other component manufacturer's standard warranties, as applicable.





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Terms & Conditions

Product Warranty

Nuance Energy Group, Inc. ("Nuance Energy") warrants to the Buyer that Nuance Energy's patent pending solar racking structure, the Osprey PowerPlatform® Unit (the "Product") consisting of the Main Product Components as listed herein **shall be free from defects in material for a period of twenty-five (25) years from the date of delivery including shipment and receipt of goods received by Buyer (the "Product Warranty").**

Nuance Energy will, at its option, either repair the defect or replace the defective Main Product Component thereof with a new or remanufactured equivalent. Nuance Energy's total liability hereunder for such repair or replacement shall not exceed the original purchase price of the Main Product Component. This Product Warranty applies to damage to Main Product Component incurred during shipment. Product Warranty does not apply to damage that is the result of improper handling by someone other than a Nuance Energy representative or for any damages or defects in the Main Product Component, which were caused by repairs or attempted repairs performed by anyone other than an authorized service provider first approved by Nuance Energy. This Product Warranty does not cover cosmetic damage, damage from accident, negligence, misuse, acts of God, failure of Buyer to comply with applicable laws including local building code limits, or failure to have the Main Product Components installed to Nuance Energy's specifications by Buyer or failure to operate the Main Product Components in accordance with instructions and warnings contained in the Nuance Energy Production and Installation Manual or in component manufacturers' manuals supplied with the Product, if any. This Product Warranty shall be VOID if installation of the Main Product Components is not in accordance with Nuance Energy's written installation instructions, or if the Main Product Components has or have been modified, repaired, or reworked in a manner not previously authorized by Nuance Energy in writing, or if the Main Product Component is installed in an environment for which it was not designed to be installed.

Sub-Component Warranty

Nuance Energy warrants to the first Buyer that Nuance Energy's solar racking structure, the Product consisting of the Sub-Component Parts as listed herein **shall be free from defects in material for a period of twenty-five (25) years from the date of delivery including shipment and receipt of goods received by Buyer (the "Limited Warranty").**

Nuance Energy will, at its option, either repair the defect or replace the defective Sub-Component Part thereof with a new or remanufactured equivalent. Nuance Energy's total liability hereunder for such repair or replacement shall not exceed the original purchase price of the Sub-Component Part. This Limited Warranty applies to damage to Sub-Component Part incurred during shipment. Limited Warranty does not apply to damage that is the result of improper handling or for any damages or defects in the Sub-Component Part, which were caused by repairs or attempted repairs performed by anyone other than an authorized service provider first approved by Nuance Energy. This Limited Warranty does not cover cosmetic damage, damage from accident, negligence, misuse, acts of God, failure of Buyer to comply with applicable laws including local building code limits, or failure to have the Sub-Component Parts installed to Nuance Energy's specifications by Buyer or failure to operate the Sub-Component Parts in accordance with instructions and warnings contained in the Nuance Energy Production and Installation Manual or in Sub-component manufacturers' manuals supplied with the Product, if any. This Limited Warranty shall be VOID if installation of the Sub-Component Part is not in accordance with Nuance Energy's written installation instructions, or if the Sub-Component Part has or have been modified, repaired, or reworked in a manner not previously authorized by Nuance Energy in writing, or if the Sub-Component Part is installed in an environment for which it was not designed to be installed.



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Limited Workmanship Warranty

Nuance Energy (Optional) Installation Services (the “Turnkey Installation”) may or may not be provided to Buyer as part of a Confirmed Quotation and or Purchase Order. Nuance Energy Warrants Turnkey Installation provided with the Product **shall be free of defects in Product installation workmanship for a period of ten (10) years from the date of delivery to site and performed in a good and workman like manner.**

Turnkey Installation shall include: (i) Unloading of all Product components at a site location as predetermined between Buyer and Nuance Energy, (ii) Placement of Product in a pre-approved location as specified by a site plan provided by Buyer, (iii) Assembly and installation of Main Product Components and Sub-Component Parts, as specified in the site plan (iv) Any required adjustment of the Product legs, (v) leveling of each Product solar array and racking adjustment and (vi) installation and testing of earth anchor components, as may be required of the site specific engineering & structural calculation report. If more than one Product is delivered, then Nuance Energy will attach each modular Product together using a steel plate array connector to attach each Product to the other as per the permitted site plan. Buyer’s sole and exclusive remedy and Nuance Energy’s entire liability with respect to this Limited Workmanship Warranty related to Turnkey Installation performed directly by Nuance Energy or its affiliate will be, at the sole option of Nuance Energy, to either (a) use its reasonable commercial efforts to re-perform or cause to be re-performed any services not in substantial compliance with this Limited Workmanship Warranty or (b) refund amounts paid by Buyer related to the portion of the services not in substantial compliance; provided, in each case, Buyer notifies Nuance Energy in writing within forty-eight (48) hours after performance of the applicable Installation.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND NUANCE ENERGY DOES NOT MAKE ANY WARRANTY OF MERCHANT ABILITY OR ANY WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL NUANCE ENERGY BE LIABLE FOR OR RESPONSIBLE TO THE INSTALLER OR BUYER OR TO ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THE PRODUCT(S).

To obtain warranty services, the Buyer shall contact Nuance Energy by telephone, email or mail, and Nuance Energy will establish and initiate a review of the warranty claim within 24 hours.

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