

2. WARRANTIES OF INSTALLER.

- 2.1. Installer warrants to Owner that all materials, equipment, and accessories incorporated into the Work by Installer will be new unless otherwise agreed in the Proposal. Except for the warranty specified in this Section 2.1, Installer disclaims any and all warranties with respect to any materials, equipment, or accessories incorporated into the Work, it being the understanding of Owner that such warranties, if any, shall be provided by the manufacturer thereof.
- 2.2. Installer warrants to Owner that all labor and services provided by Installer and included in the Work shall be of good quality, free from material defects, and in material conformance with the Contract Documents.
- 2.3. Upon written notice from Owner delivered to Installer no later than the [POPULATED FROM GID] anniversary date of the Completion Date, Installer shall promptly correct any labor and services in breach of Section 2.2 above. Installer's obligation to promptly correct any labor and services in breach of Section 2.2 shall be Owner's sole and exclusive remedy for Installer's breach of 2.2 above. The provisions of this Article apply to Work performed by third parties engaged by Installer as well as to work done by direct employees of Installer.
- 2.4. To the extent assignable, Installer shall pass through to Owner all original manufacturers' warranties and shall provide Owner with its reasonable assistance in connection with any warranty claim against a manufacturer for defective materials, equipment, or accessories incorporated into the Work by Installer. Installer makes no representation or warranty regarding the warranties of manufacturers whose materials, equipment, or accessories are incorporated into the Work. Owner acknowledges that manufacturers' warranties may provide coverage to Owner for replacement of defective materials, equipment, or accessories, but that an individual manufacturer's warranty may not cover 100% of the costs and expenses borne by Installer to troubleshoot and/or replace defective materials, equipment, or accessories. Payment to Installer for such uncovered corrective maintenance costs and expenses may be Owner's responsibility.
- 2.5. Enhanced Product Warranty. In instances where Installer is required to troubleshoot and/or replace defective materials, equipment, or accessories incorporated into the Work by Installer prior to the first anniversary date of the Completion Date, Installer shall waive all of its direct labor costs associated therewith in excess of the amount covered by the manufacturer's warranty, and Owner shall not be required to pay Installer such excess amount. Within the first year following the Completion Date, Owner may optionally select to purchase an extension to Installer's Enhanced Product Warranty through the tenth anniversary date of the Completion Date. Battery storage equipment, electric vehicle charger equipment, and/or tracker equipment (single- or dual-axis) incorporated into the Work by Installer are not eligible for Enhanced Product Warranty coverage. With the exception of Installer's direct labor costs, other direct and indirect expenses (including equipment rentals) incurred by Installer in conjunction with the troubleshooting and/or replacement of defective materials, equipment, or accessories incorporated into the Work by Installer are also not eligible for Enhanced Product Warranty coverage.
- 2.6. Notwithstanding anything contained herein to the contrary, Installer's warranties and obligations under this Article 2 do not extend to (i) any materials, equipment, or accessories not selected by Installer or its agents, or to work performed by third parties not engaged by Installer, (ii) any damage to the Work due to weather, animal infestation, or other external factors unrelated to Installer's installation workmanship, or (iii) the effectiveness of any accessories incorporated into the Work including, by way of example, pest abatement barriers (so-called critter guards) and snow abatement systems (so-called snow guards). Damage or defect caused by abuse, modifications not executed by Installer, improper or insufficient maintenance, improper operation, or normal wear and tear shall void Installer's warranties and obligations hereunder.
- 2.7. Installer disclaims any and all warranties or guarantees with respect to the level of electrical production of the Project. Information with respect to electrical production of the Project is based on manufacturer's estimates of installed materials, and of peak sun hours, sun direction, and other factors. Factors such as dust, shading, snow, ice, weather, and other natural and man-made elements, including usage, may adversely affect electrical production.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE OWNER'S EXCLUSIVE REMEDIES AND INSTALLER'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.