

Pegasus Solar Inc. Limited Warranty

Scope of Warranty:

Pegasus Solar Inc., a Delaware corporation (“Pegasus Solar”), with its principal place of business located at 506 W Ohio Avenue, Richmond, CA 94804 warrants to the original retail purchaser (called “Purchaser”) of Pegasus Solar’s solar panel mounting products (called “Mounting Products”) and roof flashings, (called “Flashing Products”), manufactured by Pegasus Solar, (collectively called “Products”) that the structural components of the Products will be free from substantial defects in material and workmanship that materially affect the functionality of the Product, and that Product finish will be free from visible peeling, cracking or chalking under normal atmospheric conditions while the Products are installed at their original installation site provided that the Products were installed in accordance with Pegasus Solar’s written installation instructions (the “Warranty”).

Warranty Period:

The Warranty shall consist of (i) a Warranty covering the structural components of the Mounting Products (the “Mechanical Warranty”), (ii) a Warranty covering the structural integrity and coating of all Flashing Products (the “Structural Integrity Warranty”), and (iii) a Warranty covering the painted, powder coated, and anodized finish of the Products (the “Product Finish Warranty”). The Mechanical Warranty is made for ten (10) years, the Structural Integrity Warranty is made for twenty-five (25) years, and the Product Finish Warranty is made for five (5) years, in each case from the earlier of 1) the date of installation of the Products is completed, or 2) sixty (60) days after the purchase of the Products by the original Purchaser (the “Warranty Period”).

Warranty Remedies:

Pegasus Solar will, at its sole option, either repair or replace any Products or components of the Products that, within the Warranty Period, and proven at Pegasus’ sole discretion, fail to meet the performance standards set forth in this Warranty on an exchange basis without charge. If Pegasus Solar is unable to repair or replace a defective Product or component within a reasonable time, Pegasus Solar will, at its sole and exclusive option, either replace the defective Product or component with a functionally equivalent Product or component without charge or refund the original price paid for the defective Product or component.

These are the sole and exclusive remedies for any breach of Warranty.

Restrictions on Warranty Scope:

This Warranty covers only the Product, and not PV modules, electrical components and/or wiring used in conjunction with the Product or any other materials not provided by Pegasus Solar. Goods which may be sold by Pegasus Solar, but which are not designed or manufactured by Pegasus Solar are not warranted by Pegasus Solar, and are sold only with the warranties, if any, of the original manufacturers thereof. The use of any solar PV module mounting products that are not produced or approved by Pegasus Solar will void Pegasus Solar’s Warranty.

Pegasus Solar does not warrant that the Products will meet any specifications, needs, or requirements that are not expressly set forth in Pegasus Solar’s technical product documentation. In and out charges for removal and reinstallation of the Products are explicitly excluded.

The Product Finish Warranty does not apply to any foreign residue deposited on the finish. All installations in corrosive atmospheric conditions are excluded. The Product Finish Warranty is void if, when cleaning or maintaining the Product, the practices specified by AAMA 609 & 610-02 – “Cleaning and Maintenance for Architecturally Finished Aluminum” (www.aamanet.org) are not followed by Purchaser.



This Warranty does not cover damage to the Products that occurs during shipment, storage, or installation, or from force majeure acts including fire, flood, earthquake, storm, hurricane or other natural disaster, war, terrorist activities, acts of foreign enemies and criminal acts. This Warranty shall be void if the Product is not installed in accordance with Pegasus Solar's written installation instructions, if the Products are installed in an environment for which they were not designed, or if the Products have been modified, repaired, or reworked in a manner not previously authorized by Pegasus Solar in writing.

Pegasus Solar's Warranty covers only the Products and components provided by Pegasus Solar. Pegasus Solar makes no warranties or representations regarding any items or material provided by third parties.

PEGASUS SOLAR MAKES NO EXPRESS WARRANTIES BEYOND THOSE STATED HERE. PEGASUS SOLAR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PEGASUS SOLAR SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM ANY BREACH OF THESE WARRANTIES EVEN IF PEGASUS SOLAR OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no case shall Pegasus Solar's liability exceed the purchase price paid for the defective Product or defective component.

Warranty Transference:

Purchaser may transfer this Warranty to subsequent owners of the original installation site, or if original Purchaser is a contractor or distributor, to the Site owner, so long as the transferee agrees to the terms of this Limited Warranty as if it were the Purchaser. Proof of purchase and date of installation is required for any warranty claim, as set forth in more detail below.

Making a Warranty Claim:

If Purchaser believes that it has a claim for repair or replacement under this Warranty, Purchaser must contact Pegasus Solar's Warranty Service Department in writing within thirty (30) days of the end of the applicable Warranty Period to initiate the warranty claim process. Address all warranty claims to: Pegasus Solar Inc, Warranty Service Department, 506 W Ohio Avenue, Richmond, CA 94804. Any claim under the above Warranty must include proof of the date the Product installation was completed or the date of original Product delivery such as a copy of Purchaser's receipt or invoice.

Other Conditions:

This Warranty allocates risks of product failure between Purchaser and Pegasus Solar. This Warranty is in lieu of all other express warranties, whether oral or written. The agents, employees, distributors and dealers of Pegasus Solar are not authorized to modify this Warranty nor to make additional warranties binding on Pegasus Solar. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by Pegasus Solar and should not be relied upon as a Warranty of Pegasus Solar. Pegasus Solar's product pricing reflects this allocation of risk and the limitations of liability in this Warranty.

No action for any breach of this Warranty may be commenced more than one (1) year following the expiration date of the above warranties.

Effective Date: April 1, 2020

