

## MITREX SOLAR WINDOWS WARRANTY

This document sets forth the terms and conditions of Mitrex Inc.'s limited warranty coverage applicable to commercial/industrial solar windows ("**Product(s)**") sold by Mitrex Inc. ("**Mitrex**") and installed by a licensed contractor under local and provincial laws and extend only to the original purchaser and subsequent owner(s) of the location on which the Product is originally installed ("**Customer**").

### TWENTY (20) YEAR LIMITED PRODUCT WARRANTY

1. Mitrex hereby warrants to the Customer that, subject to the terms, conditions, limitations and exclusions set out herein, its Products (as defined below) to be free from substantial defects in manufacturing and workmanship for the duration of ... years (the "**Product Warranty Term**").
2. The effective date of the Limited Product Warranty shall be the date of installation or 90 days after delivery by Mitrex to the Customer, whichever date is earlier (the "**Product Warranty Effective Date**"). Hereafter, this warranty is consequentially effective for a ...year period from the Product Warranty Effective Date.
3. In the event any Product is determined by Mitrex to have a manufacturing defect which diminishes the functionality of the Mitrex System (as defined below) during the Product Warranty Effective Term, Mitrex will, at its sole discretion, either repair or replace any defective Product, without cost to the Customer, only as necessary to restore the Mitrex System to its functioning condition. The repaired or replaced Products shall remain subject to this Limited Product Warranty for the remainder of the Product Warranty Term only. This Limited Product Warranty coverage is only available if the Products have been installed and assembled in a good and workmanlike manner in accordance with the conditions for said coverage set out herein and provided further that a defect is not the result of an otherwise excluded cause as set out below (Conditions and Exclusions).

### TWENTY-FIVE (25) YEAR LIMITED PERFORMANCE WARRANTY

4. The effective date of the Limited Performance Warranty provided herein shall be the date of installation or 90 days after delivery by Mitrex to the Customer, whichever date is earlier (the "**Performance Warranty Effective Date**"). Hereafter, this warranty is consequentially effective for a 25 year period from the Performance Warranty Effective Date.
5. Mitrex warrants that for a period of twenty-five years the Products (as defined below) will maintain a level of performance as set forth below (the "**Performance Warranty Term**"):
  - During the first year, Mitrex warrants the actual power output of the Products will be no less than 97% of the labeled power output.
  - From year 2 to year 25, the actual annual power decline will be no more than 0.7%; by the end of year 25, the actual power output will be no less than 80% of the labeled power output.

- The actual power output of the Products shall be determined for verification using Standard Testing Conditions only. The actual power output measurement shall be either carried out by a Mitrex facility or by a Mitrex recognized third-party testing institute. Testing equipment uncertainty will be applied to all actual power output measurements.

## **DEFINITIONS**

6. There are many terms in this Limited Product Warranty and Limited Performance Warranty that have specific meanings. For your convenience, some of the terms are listed below:
  - a. “Building” means the commercial/industrial/residential structure upon which the Mitrex System will be or have been installed.
  - b. “Customer” means any person, company or other legal entity that purchases Products from Mitrex to install/set up the Mitrex System in their Building.
  - c. “Mitrex System” all products, non-products collectively purchased by the Customer to set up Mitrex’s solar windows in their Building to meet their Building’s energy supply requirements.
  - d. “Product” or “Products”: means the commercial/industrial products manufactured and/or supplied by Mitrex and utilized as part of the Customer’s energy supply requirements. For the purposes of the Limited Product Warranty and Limited Performance Warranty, the terms “Product” or “Products” apply only to Mitrex’s commercial/industrial solar window products and other components manufactured by Mitrex, to integrate and operate the Mitrex System within the Customer’s Building.
  - e. “non-Product” means products that have been manufactured by third party manufacturers and supplied by Mitrex along with its Products to integrate the Mitrex System within the Customer’s Building for the satisfaction of the Customer’s energy supply requirements.
  - f. “Purchase” or “Purchased” means the purchase of the Products covered by this Limited Warranty.
  - g. “Contractor” means the person, company or other legal entity who was contracted by the Customer to install the Mitrex System on the building and who has met Mitrex’s registration requirements and is duly registered with Mitrex at the time of the installation of the Mitrex system. Notwithstanding such registration, Mitrex does not take responsibility for or warrant the workmanship of the Contractor with respect to the installation of any component of the Mitrex System.

## **CONDITIONS AND EXCLUSIONS**

7. Mitrex will have no obligation under any limited warranty herein until such time that Mitrex has been fully paid for all supplies and materials. If Mitrex has not been paid in full for all supplies and materials within **30** days of the delivery of all components of the Mitrex System, the limited warranties herein will be voided and Mitrex shall have no liability to any entity hereunder.

8. Coverage under this Limited Warranty is excluded or terminated, as the case may be:
- a. If the Mitrex System has not been installed in a good and workmanlike manner in accordance with Mitrex's published specifications at the time of installation, all other written instructions provided by Mitrex and all applicable Building codes; or
  - b. If the Products have been subject to negligence in transportation, handling, storage or use;
  - c. If the Products have been repaired or in any way altered or tampered with, without Mitrex's written authorization;
  - d. If the Products have been subject to extraordinary salt or chemical exposure;
  - e. If the Products, or any other component of the Mitrex System have been moved from its original installation location.
  - f. The limited warranties do not apply to any deterioration in the appearance of the Products (including, without limitation, any scratches, stains, rust, discoloration, or mold) or any other changes to the Products in appearance stemming from the normal wear and tear over time of Product materials. Also, no warranty claim may be made if the Product label, type or serial number of the applicable Products has been altered, removed or made illegible.
  - g. If the Mitrex System incorporates any product not manufactured by Mitrex or purchased from Mitrex, without prior written approval of Mitrex; or
  - h. If the Customer fails to maintain the Mitrex System and exercise reasonable care in maintaining the Mitrex System as would a prudent and diligent Customer and in accordance with the preventive maintenance recommendations issued by Mitrex from time to time;
  - i. Any failure resulting from an application that was not completed strictly in accordance with Mitrex's application (installation and assembly) instructions for the Products used as part of the Mitrex System;
  - j. Damage or defect to the Product that results from anything other than the flaw of the Product itself, including but not limited to, the Product having been damaged through mechanical means or exposed to toxic or harmful chemical substances;
  - k. Any deterioration or damage to the Product caused by malicious mischief, vandalism, impact, misuse, abuse; or negligence in cleaning or maintenance;
  - l. Any form of damage caused by direct and indirect influences that are generally known to affect the quality of the Products and/or the Mitrex System as a whole;
  - m. The natural characteristics of the Product is NOT inclusive in this warranty and shall NOT be claimed as defect;
  - n. Failure or damage to the Mitrex System resulting from the Customer's failure to exercise reasonable care in maintaining the Mitrex System;
  - o. Any damage caused by natural disasters or Acts of god including but not limited to lightning, gale, hurricane, tornado, tempest, hailstorm, ice storm, earthquake, flood, fire, explosion; impact of foreign objects, regardless of source; civil insurrection, war, riot, or vandalism; or for any cause for which standard insurance policies may provide coverage;
  - p. Any damage resulting from exposure to chemicals, including but not limited to radiation exposure, greases, solvents, oils, or other chemicals;
  - q. Any damage due to animals, birds, pests, vermin, or their waste products (e.g. bird droppings/guano);

- r. Any damage due to corrosion that may occur due to the proximity to coastal areas, excessive thermal or physical stress and/or high humidity levels such as but not limited to improper storage.
  - s. Any damage to the window or window components due to structural movement, vibration or settlement.
  - t. Any damage to glass as a result of installation at elevations above 4,000 feet.
  - u. Any damage caused by high in-home humidity including but not limited to condensation, frost or mould.
9. Mitrex reserves the right to discontinue or modify any of its Products without notice to the Customer and shall not be liable to the Customer as a result of any modification or discontinuance. Should such modification or discontinuance occur, Mitrex's obligation under the limited warranties herein will be for product of like kind and quality only. Mitrex will have no liability in the event that replacement material may vary in colour in comparison to the original product, whether as a result of product changes, normal weathering or otherwise.

### **RETURN POLICY**

10. The Customer must inspect all components of the Mitrex System supplied by Mitrex immediately upon receipt of same. Defects reported from such inspection might only be claimed prior to installation of the Mitrex System; thereafter, Mitrex shall not be responsible for any defects to any Product. Any concealed defects must be claimed immediately upon discovery, the right to claim such concealed defects will, at any rate, expire at the end of the Product Warranty Term. Mitrex must be given reasonable opportunity to inspect any component of the Mitrex System prior to any requested alternation or repair.

### **CUSTOMER'S RESPONSIBILITIES**

11. If the Customer wants to make a claim hereunder, the Customer shall notify Mitrex in writing by certified mail within **30 days** following the discovery of the potentially warranted defect. Failure to report potentially warranted defects within **30 days** of their discovery, shall render this Limited Warranty null and void.

### **CLAIM PROCESS**

12. If the Customer believes that it has a justified claim covered by the limited warranties set forth above, then the Customer shall submit such claim in writing **without undue delay**, with supporting information including but not limited to description of the claimed defect, associated serial numbers, purchasing invoices and proofs, to Mitrex within the applicable warranty periods specified above to the following address, or such future address as Mitrex may provide from time to time:

**Mitrex Inc.**  
**41 Racine Road, Etobicoke, ON M9W 2Z4**  
**Email: [warranty@mitrex.com](mailto:warranty@mitrex.com)**

### **WARRANTY ASSIGNMENT**

13. This Limited Warranty is transferrable to a party taking legal title to the Products, provided that the Products remain installed in their original installation location.

### **DISPUTE RESOLUTION**

14. In case of any dispute related to warranty claims, such dispute shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the Customer and Mitrex.

### **SEVERABILITY**

15. If a part, provision or section of this Limited Product Warranty and Limited Performance Warranty, or their application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Product Warranty and Limited Performance Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of this Limited Product Warranty and Limited Performance Warranty shall be treated as severable.

### **DISCLAIMERS**

16. The limited warranties set forth herein are in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose or application, and all other obligations on the part of Mitrex unless such other warranties and obligations are agreed to in writing by Mitrex. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to the customer in such jurisdictions.

### **LIMITATION OF LIABILITY**

17. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MITREX HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO ANY OF ITS PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL MITREX BE LIABLE TO THE CUSTOMER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE CUSTOMER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF MITREX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MITREX'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO MITREX BY THE CUSTOMER FOR THE PRODUCT IN THE CASE OF A WARRANTY CLAIM.
19. THE CUSTOMER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE CUSTOMER IN SUCH JURISDICTIONS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER IN SUCH JURISDICTIONS.
20. THE CUSTOMER MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM PROVINCE TO PROVINCE OR COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS.

**NOTE**

For Products covered by Mitrex's limited warranty, please refer to our product lists published on our website at: <https://www.mitrex.com> as such list is updated from time to time.

The installation and handling of Mitrex's Products requires professional skills and should only be performed by qualified professionals. Please read the safety and installation instructions before using the Products.

Mitrex holds the right to amend the provisions, clauses or applications of this Limited Warranty from time to time without notice; however, such changes would not be retrospective.

Mitrex Inc: \_\_\_\_\_ Date: \_\_\_\_\_