



**NUANCE ENERGY™**  
Revolutionary Solar Racking Structures



## Product Limited Warranty

Nuance Energy Group, Inc. (“Nuance Energy”) warrants to the Buyer that Nuance Energy’s patented solar racking structure, the Osprey PowerRack™ (“Product”) consisting of the Main Product Components as listed herein shall be **free from defects in material for a period of twenty (20) years from the date of receipt of goods received by Buyer (“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, failure of Buyer to comply with applicable laws including local building code limits, or failure to have the Main Product Components installed as defined by 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 Manuals or in component manufacturers’ manuals supplied with Product. Warranty does not cover “Force Majeure” events as defined: meaning any event, condition or circumstance beyond Nuance Energy’s control and not caused by Nuance Energy or Product. Included among such Force Majeure events would be failure or interruption of the installation of the Product by Buyer, or such as an act of God, war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal other condition or actions of earth’s elements such as (hurricane; flood; lightning; sustained winds higher than engineering maximum allowance per state structural calculation package; drought and soil conditions or below surface conditions); and the binding of any governmental authority to issue a required order of any governmental authority; 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.

Product Warranty is based on a Component Composite List provided as part of the Buyer’s original order for Product.

### **Sub-Component Warranty**

Nuance Energy warrants to the first Buyer that Nuance Energy’s Product consisting of the Sub-Component Parts as listed herein shall be free from defects in material for a period of twenty (20) 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, force majeure events as defined in this Product Warranty Agreement, 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 Subcomponent 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.

<b>Main Product Components</b>	<b>Osprey PowerRack™ Product Warranty</b>
Purlin, Structural Round Tube, Power Adjustable Leg, Vertical Telescope Square Tube, Lateral Square Tube Brace, Base Plate	Nuance Energy shall provide a Product Warranty from date of receipt of goods including shipment and receipt of goods received of Buyer, that the Main Product Components shall be free of any material defects for a twenty (20) year period.
<b>Sub-Component Parts</b>	<b>Sub-Component Warranty</b>
All Fasteners, U-Bolts, Mid Clamps, End Clamps, Wedge Grips, Anchor Head, Anchor Cable, Cable Bracing, North Bracket, C-Clip	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 (20) year period. Further warranty may apply according to the other component manufacturer’s standard warranties, as applicable.

**Limited Workmanship Warranty (optional if serviced by Nuance Energy)**

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.

**Warranty Commencement**

This Limited Warranty commences on the date that title to the Product transfers from Warrantor to the original Buyer (“Warranty Start Date”) and continues as described above. Installation and Warranty Registration Approval will only be given after the required information and documentation is uploaded to [www.nuanceenergy.com/warranty](http://www.nuanceenergy.com/warranty). Installation and Warranty Registration Approval must be sought by the applicable Buyer following complete installation of the Product and no later than sixty (60) days following mechanical completion of the Product Installation



or phase of the project, in which the Product is installed, as indicated by a certificate issued by the project's general contractor. If the Product is repaired or replaced under this Limited Warranty, the remainder of the Warranty Period shall apply to the repaired or replacement Product. Under no circumstances does repair or replacement of the Product under this Limited Warranty result in the commencement of new warranty periods or result in the extension of the Warranty Periods set forth above.

### **Other Product Warranty Limitations**

This Limited Warranty covers only the Product, and not PV modules, electrical components, wiring, or any other goods used in conjunction with the Product. If the Product has never been installed, this Limited Warranty will only be honored if such Product (or replacement Product delivered by Warrantor under this Limited Warranty) remains installed at the original installation site ("Site"), and provided such Site is within the United States of America, excluding its territories. This Limited Warranty does not cover damage to the Product that occurs following delivery to the original Buyer (unless such damage is caused by Warrantor or its agents or contractors), or from force majeure acts or events including, but not limited to, fire, flood, earthquake, storm, sustainable winds beyond engineering code maximums as per state structural calculation package, hurricane or other natural disaster, animals, war, terrorist activities, acts of foreign enemies and criminal acts. This Limited Warranty does not cover any Product installed on soil or surfaces with known or unknown corrosive elements or conditions or other contaminants known or unknown and proven to be found in a soil sample. This Limited Warranty does not cover defects in, damages to, or problems with a Product caused by the combination of the Product with other goods that have not been listed by Warrantor in any of the documents the Warrantor Product Specification references, as being approved for use with the Product. This Limited Warranty shall be VOID if: (a) installation of the Product is not performed in accordance with the Installation Manual referenced in the Warrantor Product Specification, however, if improper installation is corrected and Installation Approval is given by Warrantor, this Limited Warranty will be deemed to have not been voided; (b) maintenance of the Product in a manner inconsistent with the Operations and Maintenance Manual referenced in the Warrantor Product Specification; (c) if the Product has been modified, repaired, or reworked in a manner not previously authorized by Warrantor in writing or consistent with the Warrantor Product Specification); or (c) the Product is installed in an environment for which it was not designed, as specified in the Warrantor Product Specification. Limited Warranty does not cover foundation design, materials and workmanship, or defects in, damages to, or problems with a Product caused by the foundation. Limited Warranty does not cover costs or labor associated with periodic inspection, maintenance, cleaning, adjustments or checks to the Product required by or otherwise commonly performed on such Product, including replacement of service items.

### **Remedies**

If, within the Warranty Period, a properly documented and justified claim for a breach of this Limited Warranty is received, then Warrantor shall, at Warrantor's sole cost and expense (subject to the limitations in this section below), either an equivalent replacement for the nonconforming or defective Product, or part thereof (or if Warrantor has discontinued manufacture of the Product, a mutually acceptable replacement product), at Warrantor's sole option. Warrantor may use refurbished parts in either the repair or replacement of nonconforming Products. Provided Buyer has received a Return Merchandise Authorization ("RMA") number from Warrantor, Warrantor shall be responsible for all costs of shipment or transportation related to the repair or replacement of the defective or nonconforming product and for arranging such shipment or transportation; however, if Warrantor determines after inspection that there is no basis for the warranty claim, Warrantor reserves the right to charge Buyer for such shipment and transportation costs. Such repair or replacement in accordance with this Limited Warranty shall be Buyer's sole remedy and shall fulfill all of Warrantor's obligations under this Limited Warranty with respect to the Product and the related warranty claim. Warrantor shall not be responsible for any costs incurred by Buyer in removing and reinstalling the Product.



## Warranty Claim Process

Warranty claims shall be sent to [support@nuanceenergy.com](mailto:support@nuanceenergy.com) with purchase information, evidence of Warrantor approval of proper installation and basis for claim. Proof of purchase by the original Buyer, and, if applicable, proof of subsequent title transfer to the Buyer making a claim, is required for Warrantor to process any warranty claim. The claim must include a description of the alleged nonconformity, proof of purchase by the original Buyer (and, if applicable, proof of subsequent title transfer to the Buyer making the claim), the location of the Site, and any other information required by this document as a condition of warranty service. Prior to returning any Product to Warrantor, Buyer must obtain an RMA number from Warrantor. 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 - 72 hours.**

### Warranty Service Address:

Nuance Energy Group, Inc. (*mailing address*)  
2450 Colorado Avenue, Suite 100E  
Santa Monica, CA 90404

Nuance Energy Group, Inc. (*distribution center*)  
2252 North 23rd Drive  
Phoenix, AZ 85009

### Warranty Service Contact Information:

[nuanceenergy.com/warranty](http://nuanceenergy.com/warranty)  
877-537-2221  
[info@nuanceenergy.com](mailto:info@nuanceenergy.com)