



## Manufacturer's Limited Product Warranty

Effective July 2, 2018

Zilla Corporation warrants to the original buyer ("Purchaser") that the Zilla product(s) (the "Product") shall be free from defects in material and workmanship for a period of twenty five (25) years from the earlier of 1) the date the installation of the Product at the Site is substantially complete, or 2) 120 days after the purchase of the Product by the original Buyer of the Product ("Warranty Period").

This Limited Warranty only applies to the Product as installed at the original installation site.

### *Warranty Exclusions:*

THIS LIMITED WARRANTY SHALL NOT COVER: (A) DAMAGE CAUSED BY MISUSE, ABUSE, OR FAILURE TO INSTALL, OPERATE OR MAINTAIN THE PRODUCT IN ACCORDANCE WITH ZILLA CORPORATION'S INSTRUCTIONS; (B) DAMAGE CAUSED BY REPAIR OR MODIFICATION OF THE PRODUCT BY ANY PARTY OTHER THAN AN AUTHORIZED REPRESENTATIVE OF ZILLA CORPORATION, UNLESS ZILLA CORPORATION'S WRITTEN CONSENT WAS OBTAINED PRIOR TO THE REPAIR OR MODIFICATION; (C) DAMAGE CAUSED DURING INSTALLATION OR BY EQUIPMENT OR MATERIALS OTHER THAN THE PRODUCT, INCLUDING EQUIPMENT OR MATERIALS TO WHICH THE PRODUCT IS CONNECTED; (D) DAMAGE DUE TO INSTALLATION IN AN ENVIRONMENT FOR WHICH THE PRODUCT WAS NOT DESIGNED; OR (E) DAMAGE CAUSED BY NUCLEAR INCIDENT, WAR, INVASION, ACTS OF FOREIGN ENEMIES, TERRORISM, VANDALISM, FIRE, FLOODS AND OTHER EVENTS THAT ARE NOT WITHIN ZILLA CORPORATION'S CONTROL, SUCH AS EARTHQUAKES, LIGHTNING, TORNADOES, CYCLONES OR HURRICANES, ICE STORMS AND HAIL STORMS.

THE LIMITED WARRANTY FOR THE PRODUCT FINISH SPECIFICALLY EXCLUDES DAMAGE FROM CORROSIVE ATMOSPHERIC CONDITIONS, INCLUDING BUT NOT LIMITED TO CALCIFICATION, SALT, VOLCANIC ASH OR OTHER FOREIGN RESIDUE DEPOSITED ON THE FINISH.

THIS LIMITED WARRANTY DOES NOT COVER DAMAGE TO THE PRODUCT THAT OCCURS DURING ITS SHIPMENT, STORAGE OR INSTALLATION, OR COSTS ASSOCIATED WITH THE REMOVAL OF DEFECTIVE OR DAMAGED PRODUCT(S) OR THE INSTALLATION OF REPLACEMENT PRODUCTS.

IN NO EVENT WILL ZILLA CORPORATION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, OR FOR LOSS OF USE OF THE PRODUCT OR COST OF SUBSTITUTED PRODUCTS OR THEIR INSTALLATION, WHICH ARISE OUT OF THE USE OF THE PRODUCT OR OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION IN THIS WARRANTY, WHETHER THE CLAIM FOR DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

This Limited Warranty shall be governed by and construed under the laws of the State of Colorado, USA without regard to any choice of laws principles which would cause the laws of a different jurisdiction to apply.

This Limited Warranty is effective only if the Purchaser completes and returns the [Warranty Registration Card](#) within the Warranty Period.

This Limited Warranty is transferrable from the Buyer to the owner of the Site, and from the Site owner to subsequent owners of the Site, so long as the transferee agrees to the terms of the Limited Warranty as if it were the Buyer.

This Limited Warranty does not cover material finish, or other considerations that do not substantially affect structural performance.

THIS LIMITED WARRANTY IS IN LIEU OF, AND EXCLUDES, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES THAT MIGHT OTHERWISE APPLY TO THE PRODUCT. ZILLA CORPORATION MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF OR CHARACTERISTIC OF THE PRODUCT OR ANY COMPONENT OR ELEMENT THEREOF, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE OR RESULTS TO BE DERIVED FROM THE USE OF THE PRODUCT, AND ZILLA CORPORATION SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES.

If within the specified Warranty Period the Product is proven to the reasonable satisfaction of Zilla's manufacturer to be defective in materials or workmanship and no exclusions apply, then Zilla Corporation shall either repair or replace the defective Product or the damaged portion thereof at Zilla®'s sole discretion at a cost no greater than the original purchase price. Product repaired or replaced by Zilla Corporation under this Warranty shall carry only the remaining portion of the original Warranty. Such repair or replacement shall completely satisfy and discharge all of Zilla Corporation's liability and obligation with respect to matters covered by this limited Warranty.

Manufacturers of other components, such as PV modules, electrical, roofing and or other system elements, may provide written warranties of their own. This Limited Warranty covers Zilla product(s) only, and no other related items.