

MIDNITE SOLAR INC. LIMITED WARRANTY

MidNite Solar Power electronics, sheet metal enclosures and accessories

Midnite Solar Inc. warrants to the original customer that its products shall be free from defects in materials and workmanship for a period of five (5) years. At its option, Midnite Solar will repair or replace at no charge any Midnite product that proves to be defective within such warranty period. This warranty shall not apply if the Midnite Solar product has been damaged by unreasonable use, accident, negligence, service or modification by anyone other than Midnite Solar, or by any other causes unrelated to materials and workmanship. The original consumer purchaser must retain original purchase receipt for proof of purchase as a condition precedent to warranty coverage. To receive in-warranty service, the defective product must be received no later than two (2) weeks after the end of the warranty period. The product must be accompanied by proof of purchase and Return Authorization (RA) number issued by Midnite Solar. For an RMA number contact Midnite Solar Inc, 17722 67th Ave NE unit C, Arlington, WA 98223 (425) 374-9060. Purchasers must prepay all delivery costs or shipping charges to return any defective Midnite Solar product under this warranty policy.

Except for the warranty that the products are made in accordance with the specifications therefore supplied or agreed to by customer, MIDNITE SOLAR MAKES NO WARRANTY EXPRESSED OR IMPLIED, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING WARRANTY IS HEREBY DISCLAIMED BY MIDNITE SOLAR AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF ANY ORDER PURSUANT TO THIS QUOTATION. MIDNITE SOLAR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOSS OR EXPENSE ARISING IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE ITS GOODS FOR ANY PURPOSE WHATSOEVER. MIDNITE SOLAR'S MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE CONTRACT PRICE FOR THE GOODS CLAIMED TO BE DEFECTIVE OR UNSUITABLE.

Products will be considered accepted by customer unless written notice to the contrary is given to MIDNITE SOLAR within ten (10) days of such delivery to customer. MIDNITE SOLAR shall not in any case be liable for any event occurring or defect discovered with regard to said product unless written notice thereof is given to MIDNITE SOLAR within ninety (90) days of such product delivery to customer. MIDNITE SOLAR is not responsible for loss or damage to products owned by customer and located on MIDNITE SOLAR'S premises caused by fire or other casualties beyond MIDNITE SOLAR's control. This warranty is in lieu of all other warranties expressed or implied.

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