

#### TRIPLE WARRANTY

Full 10-year Warranty against manufacturing defects.

10-year Warranty against wind/snow.

10-year Original manufacturer's warranty on Polycarbonate siding.

MODULAR GREENHOUSES subsidiary of SOLAI, INC (HEREINAFTER "THE COMPANY") as the original manufacturer of the Greenhouse Structure. <u>The above stated Warranty only applies to Products & Accessories that are manufactured by THE COMPANY and does not apply to any products or accessories that are manufactured or assembled by any other company.</u> THE COMPANY specifically Warranties the following:

### 1. Manufacturing Defects:

The aircraft grade 6061 T6 aluminum framing and accessories are guaranteed for a period of 10-years against manufacturer's defects.

#### 2. Wind:

The Structure will withstand winds of 110 miles per hour (Standard Bracing) and 130mph (with Wind/Snow Bracing) for a period of 10-years (from the original date of purchase) without toppling or failing with the below specifications, exceptions, limitations, and conditions. The Wind-Proof guarantee does not protect against wind damage to the door or the door hinges of the structure. In the event of high winds, it is the Owner's responsibility to make sure the door/doors are kept tightly closed.

#### 3. Snow:

The Structure will withstand ground snow depth up to 6 feet. It is the Owners responsibility to keep the sides of the Greenhouse clear so the snow can Shed and slide off as designed.

### 4. Polycarbonate Plastic:

The twin-wall polycarbonate plastic covering has an Original Manufactures 10- year Warranty against over yellowing and cracking. Polycarbonate Plastic is not covered by THE COMPANY but is covered by the Original Manufacturer and is covered from the date of order.

### **Buyer's Remedy:**

Should the anchor system fail, or wind damage cause the structure to bend or break, THE COMPANY at its sole option will replace the affected parts as is needed to make the structure whole. THE COMPANY will cover:

- 1. All affected parts as deemed by THE COMPANY;
- 2. The cost of shipping and transportation; and
- 3. The cost of the installation

# The Warranty Does NOT Apply if any of the following occur:

- 1. The structure was not anchored by THE COMPANY or a Licensed Contractor;
- 2. The frame product is not currently in the possession and control of the original purchaser;
- 3. The product has been altered or modified, or has been used for a purpose not approved by the Company;
- 4. The damage arises from improper installation not performed by THE COMPANY or contractor;
- 5. If the structure was moved by Owner and has not had the anchoring recertified; and
- 6. This warranty does not apply to damage resulting from "force majeure", which includes but is not limited to, an accident, falling objects, exposure to harmful chemicals, fumes or other substances, either foreign or natural, or results from "Acts of God," including but not limited to hail, flooding, ice, fire tornado, hurricane, blizzard or otherwise abnormal or unnatural events.

# **Disclaimer of Consequential Damages:**

In no event will THE COMPANY be held liable to the buyer for any indirect, incidental, punitive, special, or consequential damages that may be incurred as a result of a warranty claim or any actions taken by THE COMPANY under this Agreement. This includes damages that may arise from personal injury, damage to

other property, or loss of use. Buyer acknowledges that this disclaimer of damages will apply even if THE COMPANY has been notified that the Buyer could sustain such damages. This disclaimer of damages will apply even if the Buyer's sole and exclusive remedy fails to achieve its essential purpose. Furthermore, this disclaimer of damages will apply regardless of the basis of the Buyer's claim, whether it be in contract, warranty, tort, product liability, or otherwise.

### **Conditions:**

In order for the warranty to be valid, the frame and structure of the greenhouse must be installed according to THE COMPANY'S guidelines and specifications. This means that the installation must be done correctly and in accordance with the instructions provided by THE COMPANY. Any deviations from the provided instructions may result in the warranty being voided. It is important to follow the guidelines and specifications provided by THE COMPANY to ensure that your greenhouse is properly installed and covered under the warranty.

#### To submit a claim:

If the buyer notices any defects or damage to the greenhouse, it is important to report them immediately to THE COMPANY. This report should include a written statement that outlines the date on which the defects or damage were noticed or occurred. Additionally, the report should include detailed pictures of the structure and the surrounding environment to help THE COMPANY better understand the issue.

Reporting defects or damage promptly is crucial to ensuring that the issue is addressed in a timely manner. The sooner THE COMPANY is notified of any issues, the sooner we can work to resolve them. It is important to include as much detail as possible in the report to help us accurately assess the situation and determine the best course of action.

# **Mandatory Mediation:**

Any disputes or claims arising out of or relating to this agreement, including its formation, interpretation, performance, or breach, shall be exclusively resolved through binding arbitration. The arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association (AAA). The arbitration shall take place in Reno, Nevada and the award rendered by the arbitrator(s) shall be final and binding upon both parties. The parties hereby waive

their right to participate in any class action or collective arbitration concerning any dispute under this agreement. Each party shall bear its own costs and expenses, and the parties shall equally split the fees and costs of the arbitration. This mandatory arbitration clause does not preclude either party from seeking injunctive or equitable relief from a court of competent jurisdiction to prevent irreparable harm or address urgent matters.

#### General:

This warranty and agreement is not transferable to any heirs, subsequent owners, or other parties. The warranty and agreement do not apply to products that have been subjected to misuse, mishandling, misapplication, accidents, improper installation, improper packaging, or modification of products returned to THE COMPANY.

This warranty and agreement contain all of the terms and conditions of the transaction between the PARTIES. No other representation, arrangement, or agreement not appearing in this document shall be binding on THE COMPANY. This warranty and agreement cannot be altered or modified. If any part of this warranty and agreement is deemed legally unenforceable, the remainder shall remain in full force and effect.

This warranty and agreement shall be governed by the laws of the State of Nevada. The prevailing party in any action brought pursuant to this contract shall be entitled to recover all costs of such action, including attorney fees.

Warranty Effective Date is the day the Greenhouse is installed.