

Powerstack – Product Warranty

This Product Warranty gives you specific legal rights, and you may have other rights which vary from country to country or state to state. Powerstack, LLC and its affiliates (“**Powerstack**”) do not make any representations or warranties about products manufactured by or on behalf of Powerstack other than those set out below (“**Warranty**”):

A. GENERAL WARRANTY COVERAGE (TEN YEAR PARTS LIMITED WARRANTY).

Powerstack warrants only those products or components manufactured by Powerstack as set forth in the Appendix: “Products Manufactured by Powerstack”, attached hereto (collectively, “**Powerstack Products**”) against defects in manufacturing, materials and workmanship under normal application, installation, use and service conditions for a period of 10 years from date of shipment (other than finishes, which have a shorter warranty period) (the “**Warranty Period**”). Powerstack does not warrant, and is not responsible for, any product, component or other device made by anyone other than Powerstack. If, during the Warranty Period, your Powerstack Product does not comply with this Warranty, then Powerstack will, at its sole option, repair or replace your Powerstack Product that is proven to be defective with an equivalent product (new or refurbished). If your Powerstack Product is repaired or replaced under this Warranty, the remainder of the Warranty Period will apply to the repaired or replaced product. Under no circumstances will the Warranty Period be extended as a result of your Powerstack Product being repaired or replaced.

Powerstack will not honor a cash reimbursement claim to cover material charges for replacement material including, without limitation, batteries, controllers, solar panels, power supplies or drivers, and/or LED luminalres. No charges for rental of equipment, travel time or labor will be accepted.

Powerstack will, at its sole option, reimburse the customer for the cost to repair the components or will make replacement Powerstack Products available from Powerstack’s factory. The customer is responsible for all shipping and freight associated with returning the applicable Powerstack Product to Powerstack for evaluation of warranty claims. Shipping, transportation, removal, and installation costs are not included in the replacement.

ELIGIBILITY – This Warranty extends to the original buyer only, as reflected on the invoice provided (“**Buyer**” or “**you**”). This Warranty does not extend to any other person or transferee. For additional information, see Section C: “Exclusions and Limitations” below.

B. WARRANTY ON PRODUCTS AND COMPONENT PARTS

1. **POLES** – All poles are warranted by Powerstack for the Warranty Period. All poles manufactured by entities other than Powerstack shall be governed solely by the warranties of said manufacturers.

BANNERS, FLAGS, STREAMERS, SIGNS AND OTHER EXTRANEIOUS ITEMS ATTACHED TO POLES OTHER THAN PRODUCTS APPROVED BY POWERSTACK VOIDS ALL POLE WARRANTIES AND MAY CREATE SEVERELY HAZARDOUS CONDITIONS. Powerstack cannot accept responsibility for harm or damage caused in these situations. This Warranty does not apply to fatigue damage or failure resulting from induced vibration and/or harmonic vibration caused by the movement of air currents around the poles or by any other local condition or act of God.

2. **BATTERIES AND BATTERY PACKS** – All batteries and battery packs are warranted by Powerstack for the Warranty Period. Batteries that fail within the Warranty Period will be replaced.
3. **CONTROLLERS** – Controllers are warranted by Powerstack for the Warranty Period. Controllers that fail within the Warranty Period will be replaced.

4. SOLAR PANELS – Solar Panels are warranted by Powerstack for the Warranty Period. This covers workmanship and a minimum performance of 80% of the Pmax. Solar Panels that fall outside these parameters within the applicable warranty period will be replaced.
5. POWER SUPPLIES AND DRIVERS – Power Supplies and Drivers shall be governed solely by the warranties of their respective manufacturers (see Exclusions and Limitations in Section (C)(1) below).
6. LED LUMINAIRES – LED Luminaires manufactured by Powerstack are warranted by Powerstack for the Warranty Period. All other luminaires are warranted by the manufacturer of the luminaire. Failure is defined as having 7% or more LEDs not illuminated in a light fixture. Only covered LEDs that fail within the Warranty Period will be replaced.
7. LIMITED FINISH WARRANTY CLAIM – Finishes on all products manufactured by Powerstack are warranted against excessive cracking, peeling, chalking or fading of product finishes as follows in subsections (a) and (b) below. If during the warranty period (as set forth in this section below) the exterior coating shows signs of failure, the Buyer must notify Powerstack in writing and furnish proof of purchase within 60 days of such failure or deterioration becoming evident or should have become evident. Components will be repaired or replaced at the discretion of Powerstack.
 - a. Finishes on Powerstack products listed in Appendix Section A-1 are warranted for a period of 1 year from the date of order completion.
 - b. Finishes on Powerstack products listed in Appendix Sections A-2, A-3, A-4, A-5, and A-6 are warranted for a period of 5 years from the date of order completion.

Powerstack will, at its sole option, reimburse the customer for the cost to repair the components or will make replacement components available from Powerstack's factory. Transportation, removal, and installation costs are not included in the replacement.

8. WINCHES AND GRIP SLEEVES – Winches and grip sleeves manufactured by Powerstack are warranted by Powerstack for the Warranty Period. This covers workmanship and performance under normal application, installation, use, and service in accordance with published Powerstack installation and maintenance guidelines. Winches that fail within the Warranty Period will be replaced.

C. EXCLUSIONS AND LIMITATIONS

1. PRODUCTS MANUFACTURED BY OTHERS – All products manufactured by entities other than Powerstack shall be governed solely by the warranties of said manufacturers.
2. ABNORMAL CONDITIONS – This Warranty does not cover failures due to Abnormal Conditions or other exclusions contained herein. These Abnormal Conditions include, but are not limited to: under/over voltage; under/over current; excessive switching; excessive ambient temperatures; improper or unreasonable use or maintenance; failure to follow the product instructions; modifications; infestation by vermin, rodents, fleas or ants that result from any action or inaction by or on behalf you; unauthorized repair; customized systems that may exceed the capabilities of the Powerstack winch; normal wear and tear or otherwise due to the normal aging of the applicable product; and/or cosmetic damage, including but not limited to scratches, dents, and broken plastic, unless failure has occurred due to a defect in manufacturing, materials or workmanship, or external causes such as accidents, abuse, or other actions or events beyond Powerstack's control (collectively, "**Abnormal Conditions**").

3. **PROPER HANDLING AND STORAGE** – This Warranty shall be null and void for any Abnormal Condition or, with respect to the coating, if the coating fails due to circumstances beyond Powerstack’s control including damage during shipping, handling, unpacking, or installation; damage caused by moisture or other contaminants entrapped between protective packaging materials and coated surface, thus constituting improper storage, prior to placement in service; damage or failure caused by acts of God, falling objects, external forces, explosion, fire, misuse or abuse in application, or any other such occurrences beyond Powerstack’s control. If storing poles for an extended period of time after product delivery (greater than 90 days), the customer must be in touch with Powerstack for instructions on proper handling and storage; warranty claims for inappropriate storage will not be honored.
4. **CAUSTIC OR CORROSIVE ENVIRONMENTS** – Fixtures and Poles manufactured and coated by Powerstack may be damaged by highly caustic or corrosive environments. Such environments may include, but are not limited to, seashore and marine applications, chemical processing facilities, highly watered or fertilized environments and car washes. While many of Powerstack’s products can be safely applied in these locations, their useful life, including the painted surfaces, may be reduced due to the conditions found in these harsh environments. Powerstack cannot and does not warrant its products against these severe conditions.
5. **MAINTENANCE** – Poles, Fixtures and LED modules must be inspected and serviced at least annually by the Buyer. Repair of the finish along with structural and electrical components must be conducted on a regular basis to ensure a safe and attractive product. Failure to comply with any of the foregoing will void the warranty.
6. **WARRANTY GENERAL EXCLUSIONS** – This Warranty only applies to Powerstack Products that are properly installed following the directions in the product’s installation instructions, in their intended application and used in compliance with all applicable local, state and national safety regulations and codes. Powerstack will not warrant products damaged due to any Abnormal Conditions, installer connections, assembly errors, and/or as otherwise set forth herein. Damage or failure caused by acts of God, falling objects, explosion, fire, misuse or abuse in application (see product spec sheets for application guidelines), or any other such occurrences beyond Powerstack’s control are also not warranted.
7. **GOVERNING LAW; JURISDICTION** – The terms of this Warranty are governed by the laws of the State of Texas, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Warranty (collectively, an “**Action**”) shall be brought only in a court of competent jurisdiction in Austin, Texas. Each Party hereby submits to the personal jurisdiction and venue of such courts and waives any objection on the grounds of venue, forum *non-conveniens* or any similar grounds with respect to any Action.
8. **LIMITATIONS – POWERSTACK SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OF ANY NATURE WHATSOEVER, ARISING OUT OF OR RELATED TO THIS WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER POWERSTACK HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF DAMAGES. POWERSTACK’S LIABILITY ARISING OUT OF A CLAIM UNDER THIS WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE APPLICABLE PRODUCT. SOME STATES, PROVINCES, COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.**

D. MISCELLANEOUS

1. CLAIM PROCESS – All claims for any component or the entire product shall be submitted to Powerstack at the address, email address or telephone number identified below. For claims relating to components manufactured by an entity other than Powerstack, Powerstack shall receive and facilitate the submission of the claim to the appropriate manufacturer. Powerstack shall utilize reasonable efforts to submit the claim, provide information available to the manufacturer to facilitate processing of the claim, and facilitate the action taken by the manufacturer to honor the claim. However, Powerstack shall not be responsible for any denial of the claim by the third party manufacturer, nor shall it be required to bear any out-of-pocket cost and expenses which may be necessary or incurred in connection with the submission of the claim and any action taken upon the claim of the third party manufacturer. For a warranty claim to be processed, it must include: (a) proof of purchase of your product, (b) a description of the alleged defect(s) and (c) the product serial number and original date of purchase.

Any communications in connection in connection with the Warranties, other than communications directly with a manufacturer other than Powerstack, should be directed to the following addresses:

Attention: Daniel Giblett

Address: 4955 Bell Springs Rd., Building #7, Dripping Springs, TX 78620

Phone: +1 512 222 5550

Email: info.us@powerstack.energy

2. RIGHT TO EXAMINE – Powerstack reserves the right to examine all products and/or any associated component to determine the cause of failure and pattern of usage. Powerstack reserves the right to be the sole judge as to whether any items and components are defective and/or covered under this Warranty.
3. FOR BUYERS WHO ARE COVERED BY AN APPLICABLE CONSUMER PROTECTION LAW OR REGULATION IN THEIR STATE, PROVINCE, OR COUNTRY OF PURCHASE OR RESIDENCE, THE BENEFITS TO BUYERS UNDER THIS LIMITED WARRANTY ARE IN ADDITION TO OTHER RIGHTS AND REMEDIES OF BUYER UNDER SUCH LAWS OR REGULATIONS. SUCH BENEFITS MAY INCLUDE ADDITIONAL WARRANTIES OR RIGHTS RELATING TO THE PERFORMANCE OF THE PRODUCT AND REMEDIES APPLICABLE IN THE EVENT OF A DEFECT. THIS LIMITED WARRANTY WILL BE INTERPRETED UNDER THE LAWS OR REGULATIONS THAT APPLY TO BUYER IN ANY STATE, PROVINCE, OR COUNTRY, AND ANY PROVISION OF THIS LIMITED WARRANTY THAT CONFLICTS WITH ANY SUCH CUSTOMER RIGHTS OR BENEFITS IS NOT APPLICABLE TO BUYER COVERED BY SUCH LAW OR REGULATION, SO THE EXCLUSIONS AND LIMITATIONS SET OUT IN THIS LIMITED WARRANTY MAY NOT APPLY, OR MAY NOT FULLY APPLY, TO BUYER.
4. LIMITATIONS AND DISCLAIMERS - THE WARRANTY SET FORTH HEREIN IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR PRODUCT. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Powerstack limits the duration of and remedies of such warranties to the duration and remedies described in this Warranty. Powerstack is not liable nor warrants the installers and their installation.

Appendix: Products Manufactured by Powerstack

Powerstack products and SKUs are herein incorporated by reference. Customers that may purchase items not listed here must contact Powerstack to confirm warranty coverage.

Powerstack product list covered by Warranty:

A.1 – Poles (including solar and battery packs)		
APS-M10-1SP4-2LFP	APS-M50-3LP4-15LFP	APS-M80-3LP4-10LFP
APS-M20-1LP4-5LFP	APS-M50-3LP4-20LFP	APS-M80-3LP4-20LFP
APS-M30-1LP4-5LFP	APS-M60-2LP4-5LFP	APS-M80-4LP4-10LFP
APS-M30-2LP4-5LFP	APS-M60-2LP4-10LFP	APS-M80-4LP4-15LFP
APS-M30-2LP4-10LFP	APS-M60-3LP4-5LFP	APS-M80-4LP4-20LFP
APS-M50-1LP4-5LFP	APS-M60-3LP4-10LFP	APS-M80-4LP4-25LFP
APS-M50-2LP4-5LFP	APS-M60-3LP4-15LFP	APS-M80-5LP4-10LFP
APS-M50-2LP4-10LFP	APS-M60-3LP4-20LFP	APS-M80-5LP4-15LFP
APS-M50-3LP4-5LFP	APS-M60-4LP4-10LFP	APS-M80-5LP4-25LFP
APS-M50-3LP4-10LFP	APS-M60-4LP4-15LFP	APS-M80-5LP4-30LFP
APS-M50-3LP4-15LFP	APS-M60-4LP4-20LFP	
APS-M50-3LP4-20LFP	APS-M60-4LP4-25LFP	
A.2 – Powerstack Light Arms		
VN-L12-350-T2-PBL-VS-45K-MOARM	VN-L12-700-T2-PBL-VS-45K-MOARM	VN-L24-525-T2-PBL-VS-45K-MOARM
VN-L12-350-T3-PBL-VS-45K-MOARM	VN-L12-700-T3-PBL-VS-45K-MOARM	VN-L24-525-T3-PBL-VS-45K-MOARM
VN-L12-350-T5-PBL-VS-45K-MOARM	VN-L12-700-T5-PBL-VS-45K-MOARM	VN-L24-525-T5-PBL-VS-45K-MOARM
VN-L12-525-T2-PBL-VS-45K-MOARM	VN-L24-350-T2-PBL-VS-45K-MOARM	VN-L24-700-T2-PBL-VS-45K-MOARM
VN-L12-525-T3-PBL-VS-45K-MOARM	VN-L24-350-T3-PBL-VS-45K-MOARM	VN-L24-700-T3-PBL-VS-45K-MOARM
VN-L12-525-T5-PBL-VS-45K-MOARM	VN-L24-350-T5-PBL-VS-45K-MOARM	VN-L24-700-T5-PBL-VS-45K-MOARM
A.3 – Powerstack Bollard Light Heads		
VN-L5-XXX-T2-BKA-VS-45K		
VN-L10-XXX-T4-BKA-VS-45K		

A.4 – Powerstack Control Boxes		
PRT-ELE-CTR-BOX-L	PRT-ELE-CTR-BOX-S	PRT-ELE-CTR-BOX-X
A.5 – Powerstack Winches		
WCH-M1500-PWR-01	WCH-M1500-01-01	
A.6 – Additional Accessories Manufactured by Powerstack		
WCP-SM	WCP-TP	