



Malina Solar Structures Ground Mount Rack Warranty

Malina Solar Structures warrants to the original property owner/consumer that, when subject to normal and proper use, its solar structure will be free from manufacturing defects during the 25-year period following its date of installation. MSS will authorize replacement product for any part deemed defective under the terms of this limited warranty.

Rather than provide replacement product, MSS, at its discretion, reserves the right to refund the original amount paid for the product by the original property owner/consumer for the Malina Solar Structure determined to be defective under the terms of this warranty. Under no circumstances and in no event will MSS be liable for any labor charges or other expenses whatsoever in connection with the removal, repair, or installation of either the original or replacement solar structure.

In the event of replacement under the terms of this warranty, the original warranty will apply to the replacement material and will extend for the balance of the warranty period in effect at the time MSS determines the solar structure defective.

Important –Malina Solar Structures should be used only for the purpose for which they are intended. Please be advised that improper use could result in injury to the user or others.

This warranty applies to the original property owner/consumer and is not transferable. This warranty does not provide protection against, and MSS will have no liability under this warranty for, any failure, defect or damage caused by situations and events beyond normal exposure conditions, and/or beyond MSS's control, including but not limited to: misuse, abuse, neglect, or improper transportation, handling, or storage (including negligence in, or failure to provide, reasonable and necessary maintenance to prevent an accumulation of surface dirt or stains); improper installation or installation not in strict adherence to MSS's written guidelines for Malina Solar Structures; and the use of accessories which do not properly receive and/or secure Malina Solar Structures.

Malina Solar Structures reserves the right to discontinue or modify, including color, any of its products without notice to the property owner/consumer. MSS will not be liable if the replacement product varies in color or gloss in comparison to the original product as a result of normal weathering. If MSS replaces any product under this warranty, MSS may substitute products deemed to be of comparable quality or price range if the product initially installed has been discontinued or modified.

The sole remedy shall be to repair or replace, at MSS's discretion, any MSS product which proves to be defective within such warranty period. This warranty shall not apply if the product has been damaged by unreasonable use, accident, negligence, service, or modification by anyone other than MSS, or by any other cause unrelated to materials and workmanship. Rust and corrosion on painted components are not covered by this warranty. No product will be returned to MSS without prior return authorization (RA) and the original purchase receipt as proof of purchase.

To receive in-warranty service, MSS must receive the product within the warranty period, accompanied by proof of purchase.

Purchasers must prepay all delivery costs and shipping charges to return product under this warranty policy. If MSS discovers that any product returned is not covered by the foregoing warranty, MSS reserves the right to charge purchaser for all transportation costs and expenses incurred in examining, processing or handling such product.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR OTHERWISE ARISING BY OPERATION OF LAW, TRADE, USAGE, OR COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MSS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, NOR UNDER ANY CIRCUMSTANCES SHALL MSS BE LIABLE FOR DAMAGES BEYOND THE PRICE OF THE PRODUCT PURCHASED, WHETHER IN CONTRACT, IN TORT OR UNDER ANY WARRANTY OR OTHER USE, AND WHETHER OR NOT SAID LOSS, COST, PENALTY, OR DAMAGE WAS REASONABLY FORESEEABLE.

Product will be considered accepted by Purchaser unless MSS receives written notice of such non-acceptance within ten (10) days of such delivery to purchaser. MSS is not responsible for loss or damage to product owned by purchaser.

Malina Solar Structures
A Division of Cargowall Limited
131 Lake Road, Bowmanville, Ontario