

NUE SunTarp™ Three Year Limited Warranty

NUE SunTarp™ come with a Three (3) Year Repair / Replacement Limited Warranty ("Warranty"). If your SunTarp™ malfunctions during the Warranty period due to component or manufacturing defects or failure, subject to the use and other conditions listed below, it will be repaired or replaced free of charge.

Ten Year Free Tech Support

Your SunTarp™ includes ten (10) years of Free Technical Support. If you need assistance or have questions, email us at <u>tech.support@newuseenergy.com</u>. You can also call us at +1 844 941 3476 during business hours (United States Mountain Standard Time Zone (UTC -7).

Free Repair or Replacement During Warranty Period

NUE SunTarps™ are designed and built to last many years in typical use conditions. If any component within your SunTarp™ fails due to a manufacturing defect or component failure within three (3) years of purchase (subject to the limitations below), we will repair or replace your SunTarp™ free of charge. You will be required to safely pack and ship your SunTarp™ to an authorized service center at your cost. If your SunTarp™ is eligible to be repaired or replaced under warranty, NUE will cover, at no additional cost, the repair or replacement of the defective component along with return shipping. If your SunTarp™ is not covered by warranty, NUE will provide a repair cost estimate that you can accept or reject. If accepted, NUE will repair your SunTarp™ and return it upon payment of the repair cost. If you chose to not have your SunTarp™ repaired, you can pay for return shipping or have NUE safely dispose of your SunTarp™ in an environmentally responsible manner.

Service and Support Process

To initiate service for your NUE SunTarp™, email us at tech.support@newuseenergy.com. Include the SunTarp™ model name or number (for example, "SunTarp HexFold 420"), serial number, photos, a description of where it was being used, and the problem you are having. Also include your contact information including your preferred method. Upon receipt, our Tech Support team will reach out to you within two business days. If the problem can't be solved remotely, we will email you a Repair Authorization. You will be asked to safely pack your SunTarp™ and ship it to the repair facility we authorize. We will note in the Return Authorization if warranty coverage may be available, subject to inspection and confirmation once your SunTarp™ is received at our repair facility.

Limitations on the NUE SunTarp™ Limited Warranty

- Our Warranty covers the original purchaser and does not transfer to subsequent owners.
- Our Warranty does not cover damages or defects resulting from misuse of your SunTarp™.
- Our Warranty does not cover disconnection, internal transportation, service interruption, packaging, loss of revenue, excess costs of service, or other expenses other than the shipping charges described elsewhere in this Warranty document.



- Our Warranty does not apply to any costs, repairs, or services for the following:
 - o On-site service calls by third parties.
 - o Damage resulting from misuse, abuse, accidents, alterations, use other than intended application, collision, dropping, or improper installation.
 - Your SunTarp™ was used out of specification.
 - o Your SunTarp™ was used for rentals.
 - Environmental damage including exposure to caustic substances or salt, or exposure to environmental conditions beyond stated product specification.
- Our Warranty does not apply if your SunTarp™ has been disassembled or altered.

All repairs and service under Warranty must be performed by NUE or a NUE authorized service facility. NUE shall, in its sole discretion, determine if a defective SunTarp™ or component is repaired or replaced. If a component or the SunTarp™ is replaced, NUE may replace the defective component or SunTarp™ with a refurbished component or SunTarp™. The remaining time under the original Warranty period shall transfer to the replacement components or SunTarp™.

This Warranty is the only warranty and remedy provided by NUE to the original purchaser. NUE disclaims all implied warranties of merchantability and fitness. In no event shall NUE or its distributors, dealers, or retailers be liable for consequential or incidental losses or damages under any theory of liability, except to the extent that this limitation is found to be unenforceable under applicable law. Some countries, states, or provinces do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you. This Warranty gives you specific legal rights and you may also have other rights.

This Warranty is governed and interpreted in accordance with the laws of the State of Arizona, United States of America. No employee, agent, director, representative, distributor, dealer, or retailer is authorized to make any alterations or additions to those made in this document.