



800 N Rainbow Blvd, Las Vegas, Nevada 89107 · info@arcticanchors.com

LIMITED LIFETIME WARRANTY

ArcticAnchor™ Brand Warranty Program

Effective Date: 23 November 2025 Document Reference: AA-WAR-001 Revision: 01

ArcticAnchor™ (the “**Manufacturer**”) provides the following Limited Lifetime Warranties to the original building owner (the “**Owner**”) at the time of installation of ArcticAnchor™ products (the “**Products**”). These warranties apply to all Products and are subject to the terms, conditions, limitations and disclaimers set out in this document.

The warranties provided are divided into three categories: the Manufacturer’s Warranty (Article 1), the Colour Fade Warranty (Article 2) and the Structural Warranty (Article 3).

“**Limited Lifetime Warranty Period**” means the lifetime of the original Owner, or the period until the supporting structure to which the Product is attached is no longer commercially serviceable, whichever occurs first.

ARTICLE 1 — MANUFACTURER’S WARRANTY

Manufacturer warrants that, during the Limited Lifetime Warranty Period, the Products shall be free from manufacturing defects that cause system failure, subject to the following terms.

- 1.1 **Defect Protection.** The Products will not crack, break or yield as a result of manufacturing flaws under normal use conditions, and will remain functional as intended.
- 1.2 **Corrosion Resistance.** The Products will not prematurely or excessively corrode. For the purposes of this Article, excessive corrosion means corrosion that renders the Product ineffective for its intended purpose.
- 1.3 **Replacement.** In the event of a manufacturing defect, Manufacturer will provide comparable ArcticAnchor™ branded replacement parts and labour, with labour costs not to exceed \$3.00 per unit or per linear foot, as applicable. Replacement parts are warranted for the remainder of the original Limited Lifetime Warranty Period.

ARTICLE 2 — COLOUR FADE WARRANTY

Manufacturer warrants that, during the Limited Lifetime Warranty Period, the colour finish of the Products will maintain aesthetic integrity under normal environmental conditions, subject to the following terms.

- 2.1 **Ultraviolet Protection.** The Products will resist degradation from ultraviolet exposure and will maintain structural and visual integrity.
- 2.2 **Fade Protection.** The colour finish will not materially fade beyond two (2) Delta E Hunter units (0–2 Δ change) as compared to the original finish, over a period of ten (10) years.
- 2.3 **Colour Match.** The colour of the Product finish will remain consistent with the original application, provided that the paint colour of the supporting structure matches the colour profile of the Product. By way of example, a black Product must be installed on a structure finished in a matching black.

ARTICLE 3 — STRUCTURAL WARRANTY

Manufacturer warrants that, during the Limited Lifetime Warranty Period, the Products will maintain structural integrity and will not cause damage to the system to which they are attached, subject to the following terms.

- 3.1 **Structural Integrity.** The Products will not buckle, break or detach from their anchorage under normal load conditions, as specified in the output of the ArcticAnchor™ project calculator.
- 3.2 **Damage Prevention.** The Products will not cause structural damage to the attached system, including holes, fractures or perforations resulting in water infiltration.
- 3.3 **Load Capacity.** The Products are warranted to withstand vertical loads up to the limit specified in the output of the ArcticAnchor™ project calculator.
- 3.4 **Cold Weather Performance.** The Products are engineered to perform in extreme cold and to maintain functionality at temperatures as low as –30°C.
- 3.5 **Seam Protection.** The Products will not cause damage to the seams of the attached system, and will not compromise the integrity of that system.

ARTICLE 4 — REMEDIES

- 4.1 In the event of a claim covered by this warranty, the sole obligation of Manufacturer is to provide comparable ArcticAnchor™ branded replacement parts and labour to repair or replace the defective Product. Total damages shall not exceed the original cost of the Product plus installation costs. Labour costs are capped at \$3.00 per unit or per linear foot, as applicable. Any replacement parts or Products shall be warranted for the remainder of the original Limited Lifetime Warranty Period.

ARTICLE 5 — EXCLUSIONS

Manufacturer shall have no obligation or liability under this Limited Lifetime Warranty in any of the following circumstances.

- 5.1 Failure or deficiency of the supporting structure, including the roof or wall, to which the Product is attached.
- 5.2 Failure to install or maintain the Product in accordance with Manufacturer's installation instructions or with the output of the ArcticAnchor™ project calculator.
- 5.3 Failure to fasten the Product in accordance with the fastening specification for the applicable ArcticAnchor™ system, including the torque specification for the Universal Clamp and the minimum fastener count for the Rail Series brackets.
- 5.4 Damage caused by abuse, misuse, accident, alteration, neglect or unauthorised repair.
- 5.5 Installation of the Product in direct contact with a material that is not an Approved Substrate Material. **"Approved Substrate Materials"** are galvanized steel, Al-Zn coated steel (including Galvalume®), aluminium, stainless steel and titanium-zinc. Copper, lead and other dissimilar metals subject to galvanic reaction are not Approved Substrate Materials, and coverage under this warranty extends to an installation on such a material only where Manufacturer has confirmed compatibility in writing for that specific installation prior to installation.
- 5.6 Overloading of the Product beyond the vertical load limits specified in the output of the ArcticAnchor™ project calculator, or impact loads originating from higher unprotected structures.
- 5.7 Damage caused by workers, ice damming, or other external forces beyond the reasonable control of Manufacturer.
- 5.8 Failure to ensure proper drainage of water from all Product surfaces.
- 5.9 Non-payment of the full purchase price for the Product, or of any applicable warranty issuance fee, by the Distributor or the Owner.

ARTICLE 6 — NOTICE OF WARRANTY CLAIM

- 6.1 Owner shall notify Manufacturer in writing within thirty (30) days of discovering, or of the date on which Owner reasonably ought to have discovered, a defect or failure covered by this warranty. Notice shall be delivered to:

ArcticAnchor™
800 N Rainbow Blvd
Las Vegas, Nevada 89107
info@arcticanchors.com

- 6.2 A notice of claim shall include the following, to the extent available to Owner: (a) proof of purchase of the Product; (b) the date of installation and the name of the installing contractor; (c) the project address and a description of the roof system to which the Product is attached; (d) the output of the ArcticAnchor™ project calculator used to determine the layout; (e) photographs of the alleged defect or failure and of the surrounding installation; and (f) a description of the defect or failure and the date on which it was discovered.
- 6.3 Owner shall provide Manufacturer with reasonable access to the installation site for the purpose of investigating the alleged defect. Manufacturer shall make the final determination as to the existence, cause and validity of any alleged defect or failure, and as to whether the supporting structure is no longer commercially serviceable.

ARTICLE 7 — DISCLAIMER OF WARRANTIES

7.1 THIS LIMITED LIFETIME WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED BY MANUFACTURER. MANUFACTURER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MANUFACTURER, ITS AGENTS OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR INCREASE THE SCOPE OF THIS WARRANTY.

ARTICLE 8 — LIMITATION OF LIABILITY

8.1 OWNER'S SOLE REMEDY IS THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS AS DESCRIBED IN ARTICLE 4. MANUFACTURER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, PROPERTY DAMAGE OR LOSS OF PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE ABOVE LIMITATIONS MAY THEREFORE NOT APPLY.

ARTICLE 9 — GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1 This Limited Lifetime Warranty shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of laws principles.
- 9.2 Any dispute arising out of or relating to this warranty shall first be submitted to mediation in Las Vegas, Clark County, Nevada, with the costs of mediation shared equally by the parties.
- 9.3 If mediation is unsuccessful, the dispute shall be resolved by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, with the arbitration taking place in Las Vegas, Nevada. The dispute shall be heard by a single arbitrator appointed in accordance with those Rules. The costs of arbitration shall be borne equally by the parties, and each party shall bear its own legal fees. Judgment on an arbitration award may be entered in any court of competent jurisdiction.

ARTICLE 10 — GENERAL PROVISIONS

- 10.1 **Force Majeure.** Manufacturer shall not be liable for any failure to perform under this warranty due to events beyond its reasonable control, including without limitation war, sabotage, riot, labour dispute, fire, flood, earthquake or governmental action.
- 10.2 **Non-Transferability.** This Limited Lifetime Warranty is non-transferable and applies only to the original Owner. It may not be assigned or passed to any subsequent owner or entity.
- 10.3 **Entire Agreement.** This Limited Lifetime Warranty, together with the Warranty Application, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior representations and understandings.

ARTICLE 11 — DISTRIBUTOR RESPONSIBILITIES

- 11.1 **Provision of Warranty.** Distributors shall provide Owners with a copy of this Limited Lifetime Warranty at the time of sale.
- 11.2 **Payment.** Distributors shall ensure full payment for Products, and for any applicable warranty issuance fee, to Manufacturer.
- 11.3 **Communication of Requirements.** Distributors shall communicate Manufacturer's installation instructions, the fastening and torque specifications for the applicable system, and the ArcticAnchor™ project calculator requirements, to installers and to Owners.

ARTICLE 12 — EXECUTION

- 12.1 This Limited Lifetime Warranty shall not be effective until executed by both Manufacturer and the Owner or Distributor, as applicable.

MANUFACTURER

ArcticAnchor™

Authorised Signature

Print Name

Title

Date

OWNER / DISTRIBUTOR

Authorised Signature

Print Name

Title

Date