



SUNEARTH INC.

Quality Solar Energy Products

SUNSIPHON THERMOSIPHON SYSTEM

WARRANTY STATEMENT

Under conditions of normal use and service the SunEarth solar collector and absorber plate are warranted to the original or subsequent users for a period of ten (10) years from the date of sale. Under conditions of normal use and service the SunSiphon storage tank is warranted to the original or subsequent user for a period of (7) years and the heating element, thermostat and temperature and pressure relief valve are covered by a one (1) year warranty.

SunEarth's liability under this warranty shall be limited to repairing or replacing at SunEarth's option, without charge, F.O.B. SunEarth's factory or an authorized SunEarth distributor or service station, the solar collector or absorber plate, storage tank, heating element, thermostat, or temperature and pressure relief valve. SunEarth will not be liable for any costs of transportation, inspection, removal, reinstallation, or any other labor or freight charges that may arise in connection with a warranty claim except as expressly delineated in this warranty statement.

FIELD LABOR

Field labor to repair or replace any defective solar collector or absorber plate is reimbursable up to \$100 in year one, \$75 in years two through five, and \$50 in years six through ten. Field labor to repair or replace the storage tank, heating element, thermostat, or temperature and pressure relief valve is reimbursable up to \$100 in the first year only.

FREIGHT AND SHIPPING EXPENSES

During the first year SunEarth will pay the shipping costs for the new or repaired solar collector or absorber plate, storage tank, heating element, thermostat or temperature and pressure relief valve between SunEarth and the nearest local distributor, dealer, or authorized service center. After the first year freight and packing costs are the responsibility of the owner and are not covered under this warranty.

THIS WARRANTY WILL NOT APPLY

This warranty does not apply to conditions resulting from a failed component or part that is not part of the solar collector or absorber plate, storage tank, heating element, thermostat or temperature and pressure relief valve; to freeze damage; to conditions resulting from misuse, abuse, neglect, accident, or alteration; to minor discoloration of the collector framewall, absorber plate or storage tank skin over time; to glass breakage; to conditions resulting from the introduction of harmful chemicals, caustic fluids, or liquids deleterious to copper tubing, including improperly applied or maintained heat transfer fluids; to propylene glycol pH levels above 10 or below 8; to periods of stagnation in excess of 60 days; to excessive pressure; to clouding or similar occurrence resulting from the normal intrusion of moisture into the collector box; to conditions resulting from floods, earthquakes, winds, fire, lightning, or circumstances beyond SunEarth's

control; to installation methods which do not conform to relevant national, state or local codes and ordinances, good industry practices or applicable SunEarth manuals, diagrams, technical bulletins or written installation instructions; and, to applications other than medium temperature (110 - 160F) domestic water heating. If the SunSiphon Thermosiphon System is purchased outside the continental United States certain conditions of this warranty may not apply. Please contact your local SunEarth distributor.

HOW TO MAKE A CLAIM

To obtain service under this warranty, the defective product must be returned to the distributor or dealer of SunEarth products nearest you, an authorized SunEarth service center, or SunEarth directly. Each claim must be accompanied by documentation indicating the homeowner's name, address, phone number, date of installation, date of failure, reason for failure, product model and serial numbers, and the installation contractor's name and phone number. Each claim must be accompanied by a photograph of the manufacturing defect. If you have questions regarding this warranty contact your installation contractor or SunEarth at 909-605-5610.

LIMITED WARRANTY

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SOLAR COLLECTOR OR ABSORBER PLATE, STORAGE TANK, HEATING ELEMENT, THERMOSTAT AND TEMPERATURE/PRESSURE RELIEF VALVE ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

LIMITATIONS OF REMEDIES

IN NO EVENT WILL SUNEARTH BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SOLAR COLLECTOR OR ABSORBER PLATE, STORAGE TANK, HEATING ELEMENT, THERMOSTAT, AND TEMPERATURE/PRESSURE RELIEF VALVE, OR FOR ANY CLAIM BY ANY OTHER PARTY. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EXCLUSIVE AGREEMENT

THE WARRANTY CONTAINED HEREIN CONSTITUTES THE ENTIRE, COMPLETE, FINAL AND EXCLUSIVE AGREEMENT, AND SUPERSEDES ANY PROPOSAL OR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN SUNEARTH AND THE BUYER WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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