



Advanced Heating and Hot Water Systems

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HTP FULL TEN YEAR WARRANTY ON EVACUATED TUBE SOLAR COLLECTORS

This warranty applies to a new solar collector purchased by the end user. The warranty covers the collector as a whole including all of its components and parts. It extends to the first buyer and to any subsequent owners of the system for a total of Ten (10) years.

WARRANTY ON THE COLLECTOR

HTP warrants fully its solar collectors to be free from defects in both material and workmanship for a total period of ten years from date of installation acceptance by the original owner. If a failure does occur during the warranty period, HTP will provide a new part, or at HTP's option, have repaired any part of the collector. A new warranty shall apply to any replacement part, but shall be limited in time to the remainder of the original warranty period. This warranty applies to collectors installed for use as a heat collector to provide energy for use in medium temperature range applications (110 to 210 degrees Fahrenheit) only.

ABSORBER SURFACE

HTP warrants fully for a period of ten years against degradation of the absorber surface which would significantly affect the collector performance.

WARRANTY EXCLUSIONS

The warranties of the various product thereof set forth above in this Policy shall not cover:

- a) Breaches of warranty that result (i) from any use of a Product for any purpose other than its ordinary purpose, as well as any neglect, accident, or ordinary wear and tear; or (ii) from damage from transport, shipping, handling, or any act of God or other Force Majeure;
- b) Breaches of warranty resulting from internal freezing of pipes and;
- c) Breaches of warranty resulting from installation that is not in accordance with (i) HTP installation and operation manual in effect on the date when the Product is sold to the Customer, including, without limitation, any misaligned or non-leveled frame; or (ii) instructions and/or all relevant standards, codes of practice, electrical wiring and safety regulations and any regional authority regulations;
- d) A solar collector is damaged because of the failure of mounting brackets, fasteners or, nails, straps or other components for solar collector mounting that are either not supplied by HTP, or not fastened according to the instructions supplied by HTP;
- e) A solar collector is damaged because of the failure to fasten it to structurally sound material, resulting in significant movement or vibration of the Product;
- f) Any component of the Solar Collector is damaged as a result of exposure to wind speeds exceeding 120mph / 190kmh;
- e) The Product is exposed to environmental conditions or mechanical forces that exceed the levels that component materials can be reasonably expected to withstand;
- f) The defective part, accessory, or component of the Product was not manufactured by HTP, or HTP OEM suppliers.
- g) The Product is opened, serial tag removed or defaced, or its structure is altered in any way;
- h) If any maintenance or repair on the Product is completed by un-authorized persons;
- i) The Product is relocated from its original point of installation;
- j) When installed in a system using a glycol based heat transfer liquid and the solar collector is left exposed to daily sunlight without hot water usage or effective heat dissipation, such that the collector dry stagnates, with the

exception of stagnation due to system component failure or power outage, where the system failure is remedied within 48 hours of occurring, and;

k) The solar collector is left dry (no liquid circulation) and exposed to daily sunlight (not covered) for a period of time exceeding 14 consecutive days.

REMEDIES FOR BREACH OF WARRANTY

A Customer will notify the HTP Dealer or Distributor from whom it purchased a Product promptly in writing of any alleged defect in that Product.. The Dealer or Distributor will investigate the defect to determine if it is covered by the warranty and report its findings to the HTP Distributor that sold the Product to the Dealer (in the case of a Dealer) and to HTP (in all cases). Based upon such review, HTP will have the right in its sole and absolute discretion to determine whether or not the defect violates the applicable warranty. **CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF ANY WARRANTY (AS DETERMINED BY HTP IN ITS SOLE DISCRETION) BY A PRODUCT DURING THE APPLICABLE WARRANTY PERIOD WILL BE THE REPAIR OR REPLACEMENT OF THE PRODUCT BY A DESIGNEE OF HTP OR, IN HTP'S SOLE DISCRETION, A REFUND.**

PRODUCT TO THE CUSTOMER. These remedies will be provided within a reasonable amount of time. HTP will not be responsible for any costs or expenses associated with the investigation or analysis of an alleged defect or any repair charges for service to the Products that is not covered hereby. HTP total liability to Customer with respect to any Product shall be limited to wholesale purchase price for the Product. **HTP WILL NOT BE LIABLE TO ANY PARTY, INCLUDING THE CUSTOMER, FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES TO PROPERTY OR COST OF REPLACEMENT GOODS, RESULTING FROM ANY BREACH OF WARRANTY BY A PRODUCT OR ANY PRODUCT DEFECT.** This paragraph sets forth a Customer's sole and exclusive remedy with respect to any Product, and a Customer shall not have any other remedy or remedies at law, in equity, or otherwise.

NO OTHER WARRANTIES

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THIS POLICY, HTP. HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY, OR OTHERWISE, WITH RESPECT TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST REDHIBITORY DEFECTS, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS UNDER THE LAWS OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS.