



## Advanced Heating and Hot Water Systems

P.O. Box 429 · 120 Braley Road · East Freetown, MA 02717 · 508-763-8071 · Fax: 508-763-3769

### HTP LIMITED 5 YEAR WARRANTY ON DRAIN BACK TANKS

HTP warrants to the original retailer purchaser that HTP will furnish a replacement Drain Back Tank in the event of tank leakage due to defects in material or workmanship; or repair same at our option, at no cost to the original retail purchaser except as set forth in this warranty. HTP SHALL NOT, UNDER ANY CIRCUMSTANCES, BE HELD LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES AND EXPENSES RESULTING FROM ALLEGED DEFECTS UNDER THIS WARRANTY.

#### PARTS WARRANTY

1. Drain Back Tank assembly – consists of a stainless steel storage tank, and heat exchanger (when applicable), warranted for five (5) years.
2. Parts are warranted by original manufacturer for a period of one (1) year. This can consist of fittings, glass, pressure relief valve, and other such components that are not part of the tank assembly.

#### OWNER'S RESPONSIBILITIES

The owner or installer must:

1. Keep the storage tank free of damaging scale deposits.
2. Keep the storage tank in an area not prone to freezing.
- 3. Make provisions so if the storage tank or any component part or connection should leak, the resulting flow of water will not cause damage to the area in which it is installed.**
4. Periodic maintenance of glycol must be performed to assure pH levels do not exceed 10 or drop below 8. Failure to do so will cause damage to tank or components of the solar system.

#### WARRANTY EXCLUSIONS

The warranties of the various products 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 i) freezing; or (ii) excessive pressure or leaks at water connections or any other similar case;
- 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; or (ii) instructions and/or all relevant standards, codes of practice, electrical wiring and safety regulations and any regional authority regulations;
- d) Failure of a component, control, or component part other than a component part manufactured solely by HTP;
- e) Any cause similar to any of the above, not resulting solely due to defective material and/or workmanship;
- e) Condition resulting from exposure to foreign particles in the tank and exposure to chlorine content higher than 100 parts per million, or other corroding substances;
- f) Connecting materials other than copper, brass, or stainless. (Use of galvanized piping or dielectric unions is expressly forbidden.)

NOTE: USE OF CAST IRON PUMP WILL VOID WARRANTY.

NOTE: HTP WILL NOT WARRANT ANY UNIT PURCHASED FROM AN UNAUTHORIZED DEALER OR ANY ONLINE RETAILER.

## 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.**