

1. COVERAGE

This warranty issued by Aquatherm Industries. Inc., hereinafter referred to as "Al", applies only to the first retail buyer on whose premises the equipment is initially installed.

2. FIVE YEAR LIMITED WARRANTY ON THE SOLAR COLLECTOR

Al warrants that the following model series of unglazed polymer solar collectors (also known as "solar panels") manufactured by it and purchased for use on swimming pools, spas, or hot tubs shall be free from defects in material and workmanship and will not fail from corrosion or from scale or deposits in the walls of its water passages for a period of five (5) years from the date of initial installation:

| 16004 | 16066 | 16304 |
|-------|-------|-------|

3. ONE YEAR HARDWARE WARRANTY

Additionally, AI warrants that all factory-provided hoses, hose clamps, pipe adapters, strapping, end caps, vacuum relief valves, and stainless-steel mounting hardware (hereinafter referred to as "hardware") shall be free from defects in material and workmanship and will not fail from corrosion or scale for a period of one (1) year from the date of initial installation.

4. WHAT IS NOT COVERED BY THIS WARRANTY

- A. Al will not be responsible for your costs associated with the repair, removal, or installation for claims which are covered by this warranty.
- B. AI will not be responsible for your costs associated with the investigation or analysis of an alleged defect or any repair charges for claims which are not covered by this warranty.
- C. This warranty does not apply to solar collectors which, by Al's exclusive review and inspection, are determined to have not been installed and maintained in strict compliance with Al's installation and operating manuals and instructions and/or applicable ordinances or codes.
- D. This warranty does not apply to conditions resulting from misuse, neglect or accident, or to solar collectors or hardware which have been damaged by extraordinary or abnormal weather conditions or other cause, thing, person or act of God.
- E. This warranty does not apply to any solar collector which has been damaged by internal freezing, unless that damage is resultant of a defect in material or workmanship.
- F. This warranty does not apply to conditions resulting from attempts at repair or alteration by anyone other than a person designated by AI to do such repairs or alterations, or when non-factory authorized accessories or components are used.
- G. This warranty does not apply to any solar collector or hardware on which the serial number/date code marking has been altered, effaced, or rendered illegible.
- H. No particular level of thermal performance or savings in fuel costs is warranted.
- I. This warranty does not cover any component or part which is not supplied by AI.
- J. AI, its distributors, or its Dealers will not be liable for consequential damages such as damage to your house or property, inconvenience, loss of time or use of your solar heating system as a result of your use of the product or any breach of this warranty. Some states do not allow the disclaimer of consequential damages so this exclusion may not apply to you.

FIVE YEAR "SUN SERIES" LIMITED WARRANTY

K. Al shall not be liable for any implied warranties of merchantability or fitness for a particular purpose. The only obligations of Al are as set forth in this written warranty.

5. WHAT YOU MUST DO TO OBTAIN COVERAGE UNDER THIS WARRANTY

This is an upgraded warranty, requiring warranty registration online at www.aquathermsolar.com/register. In the event you do not register the purchase of your system within 30 days of installation, then Coverage in Section 2 is amended to a period of one (1) year from the date of initial installation.

To obtain service on the solar collector or other covered components as described in this warranty, you must notify the installing Dealer or the AI designated service center and give the specific nature of the defect or malfunction within thirty (30) days from the discovery of any defect. Notice must be in writing or acknowledged in writing by the Dealer. Failure to provide notification within thirty (30) days after discovery of the defect may be deemed a waiver of the warranty in certain states. To verify that the warranty is still in effect you must furnish evidence of the date of completion of installation to the AI Dealer. If you are unable to provide AI with proof of date of installation, the basis for determining warranty eligibility will be based on the manufacturing date of the solar collector or hardware. For location of the nearest AI Dealer, contact Customer Service at Aquatherm Industries, 1940 Rutgers University Blvd., Lakewood, New Jersey, 08701, USA or by e-mail at customerservice@warmwater.com or by phone at (732) 905-9002.

6. WHAT A.I. WILL DO

If a collector defect becomes evident within the coverage period, Al will provide a repair method, or at its option replace the solar collector or hardware within a reasonable time and without charge for parts.

Al will be responsible only for the cost of the replacement part. Should a warranty claim not be processed through a Dealer, then the consumer must return the defective part prepaid to Al. If the part is found to be defective, then Al will pay for shipping costs back to the consumer.

7. NO OTHER EXPRESS WARRANTIES

This warranty is compliant with the Magnuson-Moss Warranty Act of 1975 and is the only warranty that will be given to you. No other product warranty whether written or verbal, shall be binding on Aquatherm Industries, its Distributors or its Dealers. The relationship between the parties is that of buyers and sellers. Neither party shall have the right to bind the other contractually in any respect whatsoever nor be considered the agent or representative of the other.

8. WHAT TO DO IF THERE IS A QUESTION REGARDING THIS WARRANTY

Your satisfaction and good will are of primary concern to Aquatherm Industries. In the event a warranty matter is not handled to your satisfaction, the following steps are suggested:

- 1. Discuss the problem with the management of your Dealer.
- Contact the Customer Service Manager at Aquatherm Industries, Inc. at (732) 905-9002 or by email at <u>customerservice@warmwater.com</u>

| • • • REGISTER ONLINE AT <u>www.aquathermsolar.com/register</u> • • • | | | | |
|---|-----|-----------------|-----|--|
| Dealer: | | Date Installed: | | |
| Collector Serial Numbers (include brand prefix – eg. "XX123456"): | 1) | | 2) | |
| 3) | 4) | | 5) | |
| 6) | 7) | | 8) | |
| 9) | 10) | | 11) | |
| 12) | 13) | | 14) | |