



Solar Panels Plus LLC

Evacuated Tube Solar Collector Warranty

Effective Date: September 2008

Warranty Policy Evacuated Tube Solar Collector

1.) General

This warranty policy is issued by Solar Panels Plus LLC (“SPP”) and applies to a new thermal solar collector purchased by the end user from an authorized SPP distributor or dealer. The warranty covers the solar thermal 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.

2.) Installation Procedure

Upon installation of the SPP solar thermal collector, the authorized Installation Representative must complete the SPP Installation Form. The original of the completed form should be left with the Customer, with a copy kept on permanent file by the Installation Company. SPP warranty is only applicable for installations completed by an authorized installer.

3.) Warranty on the Manifold Copper Pipe

SPP warrants its manifold copper pipe to be free from defects resulting in leakage of heat transfer liquid when operating within specified allowable pressure limits, flow rates and using approved liquids in both material and workmanship for a total period of ten (10) years from date of installation acceptance by the original owner. If a failure, except for exclusions specified herein, does occur during the warranty period, SPP will provide a new part, or at SPP’s option, repair 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. The customer must provide a dated photograph of the solar collector (including the serial number) showing a water trail from the solar collector. A copy of the Installation Form must also accompany the claim.

4.) Warranty on Evacuated Tubes

SPP warrants its solar evacuated tubes to be free from defects resulting in loss of vacuum for ten (10) years from date of installation acceptance by the original owner. This warranty excludes loss of vacuum due to breakage during transport, or handling during installation. Gradual reduction in vacuum levels over time are normal and accordingly are not defects in violation of this warranty. If a failure does occur during the warranty period, SPP will provide a new part, or at SPP’s option, repair 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. The customer must provide a dated photograph of the evacuated tube (including the serial number if available) showing no structural tube damage and a white bottom end. A copy of the Installation Form must also accompany the claim.

5.) Warranty on Heat Pipe

SPP warrants its solar heat pipe to be free from defects resulting in loss of heat transfer properties for ten (10) years from date of installation acceptance by the original owner. If a failure does occur during the warranty period, SPP will provide a new part, or at SPP’s option, repair any part of the heat pipe. A new warranty shall apply to any replacement part, but shall be limited in time to the remainder of the original warranty period. The customer must provide a dated photograph of the heat pipe (including the serial number if available) showing no structural pipe damage. A copy of the Installation Form must also accompany the claim.

6.) Warranty Exclusions

This warranty will not apply to the following exclusions:

- a. Breaches of warranty result from any use of a Product for any purpose other than its ordinary purpose, as well as damage from abuse, accident, fire, flood, hail, wind or other acts of God or other Force Majeure;
- b. Breaches of warranty result from internal freezing of pipes;
- c. 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 SPP or

- not fastened to structurally sound material according to the installation instructions supplied by SPP;
- d. The Product is exposed to environmental conditions (including hurricane wind load) or mechanical forces that exceed the levels that component materials can be reasonably expected to withstand;
 - e. The Product is opened, serial tag removed or defaced, or its structure is altered in any way;
 - f. If any maintenance, relocation or repair on the Product is completed by un-authorized persons;
 - g. 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;
 - h. The solar collector is left dry (no liquid circulation) and exposed to daily sunlight (not covered) for a period of time exceeding 10 consecutive days.

7.) OTHER RIGHTS AND REMEDIES

A. SPP shall not be liable for the following Consequential and Incidental Damages:

- (1) Consequential damages to the system in which the improperly functioning collector is installed
- (2) Consequential damages to the business or entity for which the improperly functioning collector is installed
- (3) Incidental expenses incurred to repair or replace, as necessary, any other obligations or liability in connection with the collector.

B. No Other expressed or Implied Warranties unless otherwise explicitly agreed in writing, it is understood that these are the only written warranties given by SPP, and SPP neither assumes nor authorizes anyone to assume for it any other obligations or liability in connection with the collector.

8.) Customer Claim

A Customer must notify the SPP Dealer from whom it purchased the SPP Solar Collector promptly in writing and explain any defect in the product. The Dealer at its earliest opportunity will research the defect to determine if it is covered by the warranty and report its findings to SPP. Based upon such review, SPP 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 SPP 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 SPP or, in SPP's sole discretion a refund of the purchase price of the product to the customer. These remedies will be provided within a reasonable amount of time and without additional charge. SPP 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. SPP's total liability to Customer with respect to any Product shall be limited to Customer's purchase price for the Product. This warranty does not cover any labor costs for repairs or any shipping expenses for replacement of parts. SPP will not be liable to any party, including the customer, for any consequential, exemplary, incidental, indirect, liquidated, punitive and 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. SPP 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 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.