



SUN EARTH

TEN-YEAR LIMITED PRODUCT WARRANTY

This warranty only applies to the following SunEarth products (hereinafter SunEarth Products):

COLLECTORS: Empire, ThermoRay, and Custom Collectors

ABSORBERS: SunBurst and Custom Absorber Plates used in any glazed application

ICS AND DRAINBACK: CopperHeart ICS, CopperHeart Tanks, and CopperStor DrainBack Tanks

Under conditions of normal use and service the above SunEarth Products are warranted to the original, or subsequent users, for a period of **10 years** from the date of sale to be free of defects in material and workmanship pursuant to the exclusions detailed in this written warranty statement. SunEarth's liability for these products 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 center. 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 set forth in this warranty.

The use of **ANY** of the above SunEarth Products for pool or spa heating is **NOT** covered by this warranty, **UNLESS** the pool or spa water is isolated from the above SunEarth Products through the use of a heat exchanger.

ELITE DEALER LIMITED LIFETIME WARRANTY

If a SunEarth Collector(s) installed by a SunEarth Elite Dealer are found to be defective in material or workmanship following the initial Ten (10) Year Warranty, a new/equivalent model replacement collector shall be available at a cost not to exceed 40% of the published collector list price at the time the replacement is required.

FREIGHT AND SHIPPING EXPENSES

In the event of a valid warranty claim approved by SunEarth, SunEarth will pay for freight and shipping expenses as follows:

Year 1 of Warranty: SunEarth will pay the freight and shipping costs for the new or repaired SunEarth Product between SunEarth and the nearest local distributor, dealer, authorized service center.

After Year 1 of Warranty: Freight and shipping costs are the responsibility of the owner.

THIS WARRANTY DOES NOT APPLY

This warranty **does not apply** to the following: (1) conditions resulting from a failed component or part that is not part of the above listed SunEarth Products; (2) to damage caused by freezing conditions; (3) to conditions resulting from misuse, abuse, neglect, accident, or alteration; (4) to cosmetic discoloration of the collector framewall, absorber plate, or glazing over time; (5) to glass breakage; (6) to conditions resulting from the introduction of harmful chemicals, caustic fluids, substances or liquids deleterious to copper tubing, including improperly applied or maintained heat transfer fluids or chlorinated pool or spa water; (7) to SunEarth Products in which heat transfer fluids other than potable water or propylene glycol (DowFrost HD recommended) was used; (8) to propylene glycol pH levels above 10 or below 8; (9) to periods of stagnation in excess of 30 days; (10) to excessive pressure; (11) to erosion corrosion of the copper tubing resulting from excessive flow rates; (12) to improper plumbing configurations that do not conform to SunEarth's manifolding requirements; (13) to clouding or condensation naturally resulting from temporary intrusions of moisture into the collector; (14) to conditions resulting from floods, earthquakes, winds, fire,

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lightning, or circumstances beyond SunEarth's control; (15) to damage caused by installation methods, including mounting, that do not conform to relevant national, state or local codes and ordinances, good industry practices, or to current applicable SunEarth manuals, diagrams, technical bulletins, or written installation instructions; (16) or to applications other than medium temperature (110 - 180F) water heating.

If one of the above SunEarth Products is purchased outside the United States certain conditions of this warranty may **NOT** apply. Please contact your local SunEarth distributor or dealer for details.

LIMITED WARRANTY

EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY, THE ABOVE SUNEARTH PRODUCTS 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.

LIMITATIONS OF REMEDIES

IN NO EVENT SHALL SUNEARTH BE LIABLE FOR ANY DAMAGES FOR LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE ABOVE SUNEARTH PRODUCTS, OR FOR ANY CLAIM BY A THIRD 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

THIS WARRANTY CONSTITUTES THE ENTIRE, COMPLETE, FINAL, AND EXCLUSIVE AGREEMENT FOR THE SUNEARTH PRODUCTS LISTED ABOVE. THIS WARRANTY SUPERSEDES ANY PROPOSAL, AGREEMENT, OR REPRESENTATION, OR ANY OTHER COMMUNICATION, EITHER WRITTEN OR ORAL, MADE BETWEEN SUNEARTH AND SUNEARTH'S DISTRIBUTORS OR DEALERS, OR BETWEEN SUNEARTH AND THE END CONSUMER.

TO MAKE A CLAIM

To obtain service under this warranty, the product in question must be returned to the distributor or dealer of SunEarth products nearest you, or an authorized SunEarth service center. Each claim must be accompanied by documentation providing the following:

- 1) Owner's name, address, email address, and phone number
- 2) Installation contractor's name, email address, and phone number
- 3) Original sales receipt
- 4) Product model and serial number(s)
- 5) Date of installation
- 6) Date of failure
- 7) Reason for failure
- 8) Pictures of the suspected manufacturing defect – digital pictures of the suspected manufacturing defect also need to be submitted

If you have any warranty questions, contact your installation contractor or SunEarth at (909) 434-3100.