



PRODUCT AND WORKMANSHIP LIMITED WARRANTIES

THESE WARRANTIES ARE PROVIDED BY SUNMAXX SOLAR. ("SUNMAXX") TO THE ORIGINAL CONSUMER PURCHASER ("OWNER").

EFFECTIVE DATE: 1/1/2015

TEN YEAR PRODUCT PERFORMANCE WARRANTY – EVACUATED TUBE SOLAR COLLECTORS

SunMaxx warrants that all ThermoPower™ series solar collectors will be in keeping with SunMaxx's stated tolerances and standards for performance at time of sale to Owner. SunMaxx warrants fully its solar collectors to be free from defects in both material and workman ship for a total period of ten (10) years from date of installation acceptance by the original owner when the installation is performed by an authorized SunMaxx installer. If a failure does occur during the warranty period, SunMaxx will provide a new part, or at SunMaxx'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. This warranty covers all ThermoPower-VHP, ThermoPower-VTS and ThermoPower-VTS model collectors.

TEN YEAR PRODUCT PERFORMANCE WARRANTY – FLAT PLATE SOLAR COLLECTORS

SunMaxx warrants that all TitanPower™ and TitanPowerPlus™ series solar collectors will be in keeping with SunMaxx's stated tolerances and standards for performance at time of sale to Owner. SunMaxx warrants fully its solar collectors to be free from defects in both material and workman ship for a total period of ten (10) years from date of installation acceptance by the original owner when the installation is performed by an authorized SunMaxx installer. If a failure does occur during the warranty period, SunMaxx will provide a new part, or at SunMaxx'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.

Owner Requirements for Warranties

In order for any of the warranties above to be valid, the Owner/Dealer of the product(s) must provide the following documentation:

- 1) Complete and return the Solar System Warranty Registration Card.
- 2) Provide photos of the installation and its components.
 - a) Roof – showing collectors and mounting hardware
 - b) Storage Tank/Utility room – room where majority of components are located (storage tank, expansion tank, piping, etc.). This can be a wide angle photo, but you should include all components in the photo.
 - c) Number of photos should be 2-4 total

The Solar System Warranty Registration Card and system photos can be sent via mail to: SunMaxx Solar, 5098 NY 206 Bainbridge, NY 13733; or via e-mail to warranty@sunmaxxsolar.com.

How To Obtain Warranty Service

If a valid claim exists under one or more of the warranties, SunMaxx or its authorized representatives will repair, re-install, replace, or refund the purchase price of the failing SunMaxx product or part, at SunMaxx's option. In regard to valid claims of PV module or collector performance, SunMaxx may choose to fix the output performance to reach said limits, or replace the PV modules or remedy the situation in another commercially reasonable manner. If SunMaxx determines to replace any or all part or product, and if such part or product as originally installed is no longer available, SunMaxx shall substitute parts or products designated by SunMaxx to be of equal quality. Replacement of a part or product does not renew the warranty period. Minor color variations may exist between replacement product and the originally installed product and are not indicative of a defective product. This warranty includes labor expenses for removal and reinstallation up to a total of one hundred and fifty dollars (\$150.00) per system. To submit a claim, contact the SunMaxx-authorized dealer from whom the Owner purchased the product in question. A copy of this warranty and a copy of the original invoice may be required. Claims must be submitted promptly after discovery of the claimed defect and within the applicable warranty period.

What Voids These Warranties

- I. System stagnation of more than 30 days without load or protective heat transfer fluid. Extended stagnation will result in degradation of collector internal brazing and welds.
- II. Failure to check collector loop pH levels and density (when using glycol). Logs should be kept on file with variable records (photos of pH meter test with date + time). Heat transfer fluid should be documented (model). All non SunMaxx Solar supplied glycol must be approved in writing prior to use within the solar collectors.
- III. Modifications to the manufacturer supplied solar collector mounting frame which may cause additional strain / stress on the internal solar collector



What Is Not Covered

These warranties are granted by SunMaxx to the Owner only. The warranties only cover materials manufactured or assembled by SunMaxx and installed by a SunMaxx-authorized dealer. All warranties assume normal and reasonable use of SunMaxx products or components. These warranties do not cover damage caused by occurrences beyond the control of SunMaxx, such as defective, negligent or faulty installation, incorrect product configuration, building or zoning code violations, settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, removal, repair, or reinstallation of any SunMaxx products or components by other than a SunMaxx-authorized dealer, normal weathering and wear and tear, glass breakage, corrosive effects of salt air and chemical pollutants, normal fading, deterioration of non-SunMaxx approved caulking compounds, fire, flood, lightning, high winds, windblown objects, earthquake, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the US Weather Bureau, other acts of God, intentional acts, unreasonable use, vandalism or pollution. These warranties also will not apply to damages resulting from the failure to provide reasonable maintenance, including failure to clean the product, maintain sealing, painting and/or caulking as reasonably necessary, or clear off gutters or roofs as and when necessary. These warranties do not cover any damage or material failure or misalignment caused by objects dropped, thrown or placed against the products or due to combining any SunMaxx products with materials, components, gaskets, seals or operating hardware not approved for such use by SunMaxx. No warranties are valid unless and until the Owner has made full payment under the original sales agreement and all addenda thereto. Shipping charges for replacement components are also not included in this limited warranty.

Remedies and Rights

These warranties of SunMaxx products and services are the only expressed warranties provided by SunMaxx. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of SunMaxx any obligation, liability, or responsibility in place of or in addition to these warranties. IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE DURATION OF OWNERSHIP AND OCCUPATION, BY THE ORIGINAL OWNER OF THE HOME ON WHICH SUNMAXX PRODUCT IS INSTALLED. EXCEPT FOR THE WARRANTY PROVIDED HEREIN, SUNMAXX MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SUNMAXX'S LIABILITY TO OWNER (OR ANY SECONDARY HOMEOWNER) UNDER THIS DOCUMENT IS LIMITED TO THE AMOUNTS RECEIVED BY SUNMAXX FOR SERVICES RENDERED UNDER THE SALES AGREEMENT OR PURCHASE ORDER WITH THE OWNER. SOME STATES DO NOT PERMIT ANY LIMITATION ON THE LENGTH OF AN IMPLIED WARRANTY, AND THEREFORE THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. IN NO EVENT SHALL SUNMAXX BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF SUNMAXX PRODUCT OR SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE SOME OR ALL OF THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. THESE WARRANTIES PROVIDE SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.