



**SOLARUS, INC.
15 YEAR LIMITED WARRANTY
SOLAR THERMAL EVACUATED TUBE COLLECTOR
DATED AS OF JANUARY 1, 2011**

This Limited Warranty is issued by SolarUS, Inc. ("SolarUS") and applies to solar thermal evacuated tube collectors manufactured by SolarUS discussed in this Limited Warranty ("Collector") that are purchased by original end users of the Collector (each, a "Customer") from authorized SolarUS Distributors and Dealers. Balance of system ("BOS") products relating to the solar thermal installation are covered by the warranty of the manufacturer of such product, if any.

This Limited Warranty is applicable to the original owner only and shall apply only when the Collector and related products are installed and operated in accordance with (a) all applicable fire, electrical, plumbing and other applicable codes, ordinances and regulations, (b) the written instructions for installation and maintenance, and (c) good industry practices.

Installation

Upon installation of Collector, the authorized Installer must complete a Customer Installation Form at the end of this document containing the Customer's contact details, product installation date, product model and serial numbers, and installer's contact information. The original of the completed form should be left with the Customer, with a copy sent to SolarUS, Inc., 965 West Main Street, Branford, CT 06405. The term of the Limited Warranty begins with the date of installation except, if the Customer Installation Form is not timely submitted to SolarUS, the Limited Warranty begins on the date of manufacture. The Limited Warranty ends 15 years from the beginning of the term.

Limited Warranty

SolarUS provides this Limited Warranty subject to the terms, conditions, and exclusions provided for herein.

SolarUS hereby warrants that the Collector shall be free from manufacturing defects when operating within specified allowable pressure limits and using approved liquids, provided that this Limited Warranty excludes:

- (a) Leakage from any connection to header inlet or outlet;
- (b) Damage resulting from exposure of the manifold header pipe to excessive pressure;
- (c) Damage resulting from excessive flow rates;
- (d) Damage resulting from the freezing of the liquid contained in the manifold header pipe;
- (e) Poor heat transfer, excessive pressure drop, or blockage of header as a result of scale formation;
- (f) Installation of more than two end port manifolds in series without flexible connections at least once every second manifold; and
- (g) Loss of vacuum due to breakage during transport, handling or during installation.

For a Customer to receive any remedies in connection with a breach of this Limited Warranty, the following conditions must be met:

- (a) Customer must provide to SolarUS a dated photograph of the Collector showing the damage for which the claim is being submitted;
- (b) Customer must quote the serial number when making a Limited Warranty claim and provide a copy of the Customer Installation Form; and
- (c) The Collector that is the subject of the Limited Warranty claim must be kept in storage for no less than ninety (90) days and made available for inspection by SolarUS or its designee upon the request of SolarUS.

Exclusions From Limited Warranty

The Limited Warranty of the Collector set forth above in this Limited Warranty shall not apply if:

- (a) Breaches of Limited Warranty result (i) from any use of the Collector for any purpose other than its intended 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 Limited Warranty result from internal freezing of pipes;
- (c) Breaches of Limited Warranty result from installation that is not in accordance with (i) SolarUS' installation and maintenance manual in effect on the date when the Collector is sold to the Customer, including, without limitation, any misaligned or non-leveled frame; or (ii) the installation and maintenance manual and all fire, electrical, plumbing and other applicable codes, ordinances and regulations;
- (d) The 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 SolarUS or not fastened according to the instructions supplied by SolarUS;
- (e) The Collector is damaged because of the failure to fasten it to structurally sound material, resulting in significant movement or vibration;
- (f) Any component of the Collector is damaged as a result of exposure to wind speeds exceeding 140mph;
- (g) The Collector is exposed to environmental conditions or mechanical forces that exceed the levels that component materials can be reasonably expected to withstand;
- (h) The Collector is altered in any way;
- (i) The Collector is relocated from its original point of installation;
- (j) When installed in a system using a glycol based heat transfer liquid and the Collector is left exposed to daily sunlight without hot water usage or effective heat dissipation, such that the collector dry stagnates, with the exception of stagnation due to system component failure or power outage, where the system failure is remedied within 48 hours of occurring;
- (k) The Collector is installed as a drainback system and is not located between 28° north latitude and 28° south latitude;
- (l) The circulating liquid is not distilled water when used in a drainback system or the glycol mixture is not mixed with distilled water when used in a closed-loop system;
- (m) The Collector is not tested by a SolarUS certified installer after any daylight power outage of over four (4) hours;
- (n) The Collector is not tested by a SolarUS certified installer at least every four (4) years; and
- (o) The Collector is left dry (no liquid circulation) and exposed to daily sunlight (not covered) for a period of time exceeding 14 consecutive days.

Remedies for Breach of Limited Warranty

The Customer will notify the SolarUS 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 Limited Warranty and report its findings to the SolarUS Distributor that sold the Product to the Dealer (in the case of a Dealer) and to SolarUS (in all cases). Based upon such review, SolarUS will have the right in its sole and absolute discretion to determine whether or not the defect violates the applicable Limited Warranty. **CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF ANY LIMITED WARRANTY (AS DETERMINED BY SOLARUS IN ITS SOLE DISCRETION) BY A PRODUCT DURING THE APPLICABLE LIMITED WARRANTY PERIOD WILL BE THE REPAIR OR REPLACEMENT OF THE PRODUCT BY A DESIGNEE OF SOLARUS OR, IN SOLARUS'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. SolarUS 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 Collector that is not covered hereby. SolarUS' total liability to Customer with respect to any Product shall be limited to Customer's purchase price for the Product. **SOLARUS 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 LIMITED 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 LIMITED WARRANTY, SOLARUS 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 COLLECTOR, INCLUDING, BUT NOT LIMITED TO, ANY LIMITED WARRANTY OF MERCHANTABILITY, ANY LIMITED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY LIMITED WARRANTY AGAINST REDHIBITORY DEFECTS, AND ANY LIMITED WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS UNDER THE LAWS OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS.



WARRANTY REGISTRATION FORM

Please use additional forms if needed for additional products

Please return to:
SolarUS, Inc.
Warranty Department
965 West Main Street
Branford, CT 06405

Date Installed _____

Installer Name _____

Installer Address _____

Installer Phone Number _____

Product Owner _____

Product Location _____

Collector Model # _____ Serial # _____

Collector Model # _____ Serial # _____

Collector Model # _____ Serial # _____

Collector Model # _____ Serial # _____

Collector Model # _____ Serial # _____

Tank Model # _____ Serial # _____

Pump Model # _____ Serial # _____

Monitoring System Model # _____ Serial # _____

Dehumidifier Model # _____ Serial # _____

Other SolarUS Product _____ Serial # _____

INFORMATION REQUIRED BY U.S. DEPARTMENT OF ENERGY:

Type of installation: Residential Commercial Government
 Not-for-profit

Use: Domestic hot water Heating Pool Heating
 Industrial process De-humidification Air conditioning

Signature

Date