



FIVE (5) YEAR FULL / TEN (10) YEAR LIMITED WARRANTY

WARRANTY:

This is a five (5) year full, ten (10) year limited warranty issued by Solar Pool Supply, hereinafter referred to as "SPS", covering all SPS solar collectors purchased for use on swimming pools, spas or hot tubs, and installed in North America. This warranty is non-transferrable and extends only to the first original buyer on whose property the equipment is originally installed.

FIVE (5) YEAR FULL PARTS WARRANTY ON THE SOLAR COLLECTOR:

SPS warrants that its universal replacement unglazed solar collector will be free from defects in materials and workmanship, will withstand the effects of freezing weather and will not fail from corrosion or scale deposits in the walls of its water passages. If a defect becomes evident within five (5) years from the original purchase date, SPS will provide a repair method, or at its option replace the defective solar collector with a new solar collector of at least the same quality within a reasonable time and without charge for parts. SPS will be responsible only for the cost of the replacement solar collector. SPS WILL NOT PAY OR BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH INSTALLATION, REMOVAL, TRANSPORTATION (SHIPPING), ANY LABOR COSTS OR ANY OTHER COSTS RESULTING FROM THE FAILURE OF THE COLLECTORS OPERATION.

TEN (10) YEAR LIMITED PARTS WARRANTY ON THE SOLAR COLLECTOR:

At the conclusion of the fifth year from the original purchase date, SPS will grant a limited warranty to extend an additional five years. If any warranty claim arises after the fifth year from the original purchase date until ten years from the original purchase date, SPS will provide a repair method or at its option replace any solar collector within a reasonable time which has been found to be defective, solely in material and workmanship. In the event SPS opts to replace any solar collector, the purchaser shall pay to SPS fifty percent (50%) of the published list price of the solar collector in effect at the time the defect is discovered. The replacement solar collector will be of at least the same quality as the defective solar collector. SPS WILL NOT PAY OR BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH INSTALLATION, REMOVAL, TRANSPORTATION (SHIPPING), ANY LABOR COSTS OR ANY OTHER COSTS RESULTING FROM THE FAILURE OF THE COLLECTORS OPERATION. The limited warranty extends only to the first original buyer on whose property the equipment is originally installed.

EXCLUSIONS & LIABILITY LIMITATIONS:

When a solar collector is replaced, any replacement item becomes the original Purchaser's property and the defective solar collector becomes the property of SPS. It is the responsibility of the Purchaser to return the defective solar collector to SPS and pay the cost of transportation (shipping). SPS is not required to release any replacement solar collectors until the defective solar collector has been returned and has been found to be defective. SPS shall be released from all obligations under its warranty in the event (a) that the solar collector has been subject to negligence, misuse, accident, other external causes, improper installation, or if repairs or modifications were made by service personnel without proper certification; (b) that the solar collector was not installed and/or operated in accordance with all local fire codes and plumbing codes, ordinances and regulations; (c) that the solar collector has been used in any instance other than its intended purpose or has not been properly maintained; (d) that the solar collector has been damaged by extraordinary or abnormal weather conditions, person or act of God; (e) that the solar collector's serial number label has been altered, effaced or removed.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPS DOES NOT MAKE AND HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES RELATING TO THE COLLECTOR, INCLUDING, BUT NOT LIMITED TO: MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES THAT MIGHT ARISE FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE FULL EXTENT PERMITTED BY LAW, SPS SHALL NOT BE RESPONSIBLE AND/OR LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS RESULTING FROM ANY BREACH OF THE ABOVE WARRANTY OR UNDER ANY OTHER LEGAL THEORY.

PROOF OF PURCHASE:

It is the responsibility of the original Purchaser to establish the original purchase date for warranty purpose. We recommend that a bill of sale or some other appropriate payment record be kept for that purpose. The following steps should be taken when a warranty claim is being activated:

1. Contact SPS with details of the defect.
2. Provide pictures of the collector, including close-up images of the problem areas.