

## **EXTENDED WARRANTY COMMERCIAL PRODUCTS**

THIS WARRANTY IS PROVIDED BY ENERWORKS INC. ('ENERWORKS') TO THE ORIGINAL PURCHASER ('OWNER') AND IS ACTIVE FROM Sep 1, 2008

### **5 or 10 YEAR COMPONENTS WARRANTY – COMMERCIAL PRODUCTS**

EnerWorks warrants to the owner, on the terms stated herein, for a period of five or ten years from the date of the original sale from an EnerWorks authorized project partner, distributor or dealer, replacement parts on commercial products.

### **COMMERCIAL PRODUCTS**

The definition of commercial products are Solar Energy Units (SEU's) and Collectors with bellows, Racking Systems used for EnerWorks Collectors with bellows provided by EnerWorks.

### **NOT COVERED BY THE EXTENDED WARRANTY**

- 1. Systems performance**
- 2. Field piping, installation, other equipment and wiring outside of EnerWorks supplied products is provided by the contractor and is not covered by the extended warranty.**
- 3. Heat Transfer Fluid is not covered by the extended warranty.**

### **COST FOR THE EXTENDED COMPONENT WARRANTY**

The cost for the extended warranty is 2.5% or 5% of the capital cost of the equipment and provides an extended warranty for 5 or 10 years warranty respectively.

### **REQUIREMENT FOR THE EXTENDED WARRANTY TO BE VALID**

EnerWorks annual preventative maintenance schedule has to be performed by an authorized dealer, distributor, contractor or installer for the extended warranty to be valid.

- 1. Repair or Replace:** EnerWorks' liability is specifically limited to the repair or replacement of the component – identical or equivalent part-at EnerWorks' sole discretion. Proof of purchase, such as a copy of the purchase receipt, bill of sale or the purchase agreement, is required to validate the warranty. No warranty is valid until the full purchase price of the product has been received by EnerWorks.
- 2. Exclusions:** This warranty does not apply to costs, such as inspection, removal, re-installation, field labor, freight charges, insurance and distributor re-stocking charges, except as provided herein, and to damages resulting from:
  - (a)** use of materials, components or products (for example piping systems, structural tie-ins to building structures, power lines and connections and plumbing supplies) not supplied by EnerWorks;
  - (b)** failure of or failure from the malfunction of materials, components or products not supplied by EnerWorks;

- (c) improper installation, configuration or maintenance or zoning code violations, settlement of the building, failure of the structure (including foundations and walls), including failure to clean the product, maintain sealing, painting or caulking as reasonably necessary, or clearing off gutters or roofs when necessary;
- (d) shipping, accidental breakage, misuse, wear and tear, flooding, fire, explosions, vandalism, war, riots, terrorism, earthquakes, lightning, high winds, ice dams, icicles and or ice storms, atmospheric conditions or weather of a catastrophic nature as defined by the US Weather Bureau, corrosive effects of salt air and chemical pollutants, pollution or acts of God or other circumstances beyond EnerWorks' control;
- (e) failure or misalignment caused by objects thrown, dropped or placed against the product; or
- (f) equipment and installation not supplied by EnerWorks – any installation warranty is the responsibility of the dealer/installer.
- (g) systems performance (the systems estimated performance is based on usage assumptions and simulated performance).

3. **Limitations of liability:**

- (a) EnerWorks shall not be liable for any indirect, consequential, incidental, liquidated, general or special damages.
- (b) In no event shall the total liability of EnerWorks exceed the sales proceeds of the product actually received by EnerWorks.
- (c) This warranty is void if: (i) the product has not been stored, installed, maintained & operated in accordance with specific instructions provided by EnerWorks or, in the absence of these, with accepted industry practices; (ii) the product has been subjected to any accident, misapplication, accelerated corrosion, abuse or misuse; (iii) the product has been altered, repaired by an un-authorized person or modified in any way without prior written consent from EnerWorks; (iv) the product has been used with a heat transfer fluid other than that approved by EnerWorks; (v) the product is used with water that has a hardness in excess of 500 ppm (29 Grains per Gallon) – water softening is required in this case, upstream of the product.
- (d) In no event shall EnerWorks be liable to the owner for any damages, including lost profits, lost savings or other damages arising out of the use or inability to use the product, or of any claim by any other party.
- (e) Replacement of a part or product does not renew or extend the warranty period.

4. **Warranty Claim Particulars:**

- (a) EnerWorks will pay the shipping costs to and from the nearest servicing dealer/distributor if the failure occurs during the first year of warranty coverage. For subsequent years the owner is responsible for all shipping charges, including the risk for shipping.
  - (b) No back-charges are accepted by EnerWorks without prior written consent.
  - (c) No claim against EnerWorks arising directly or indirectly out of or in connection with the product may be assigned by the owner or by operation of law without prior written approval from EnerWorks and any attempt to do so will render the warranty void. However, this warranty is assignable by the owner, if it is not the owner of the premises on which the product is installed, to the owner of those premises. EnerWorks must be notified in writing of this assignment within 90 days of assignment for the assignment to be valid.
  - (d) Any action or claim arising out of this warranty must be brought by owner within one year of the owner becoming aware of the facts pertaining to a potential action or claim.
5. **Interpretation:** Invalidity of any of these terms will not affect the validity of any other provision and the remaining provisions will remain in force and effect. Failure to enforce any of these terms will not constitute a waiver of or preclude subsequent enforcement of these provisions. This agreement is governed by the laws of Ontario without reference to conflict of laws principles and the parties irrevocably agree to be subject to the exclusive jurisdiction of Ontario courts with respect to this agreement.
6. **Arbitration:** In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If they do not reach settlement within a period of 60 days, then, upon notice by any party to the other(s), any unresolved controversy or claim shall be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with the provisions of its International Arbitration Rules then in effect except that the following shall also apply: (a) the number of arbitrators shall be one; and (b) the place of arbitration shall be Toronto, Ontario, Canada; and (c) each party shall bear its own costs and one-half the costs of the arbitrator.

**EXCEPT AS EXPRESSLY STATED HEREIN, THE PRODUCT IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. INSTALLATION SERVICES ARE NOT WARRANTED BY ENERWORKS; THE DEALER OR DISTRIBUTOR MAY OR MAY NOT OFFER WARRANTY FOR THEIR WORK – PLEASE CHECK WITH YOUR DEALER.**

7. **General:** The warranty contained herein constitutes the entire, complete, final and exclusive agreement and supersedes any prior proposal or agreement, oral or written, and any other communications between EnerWorks or its distributors/dealers and the buyer with respect to the subject matter hereof. No prior or subsequent purchase order or other form of written document or communication from Buyer, and no subsequent acceptance or acknowledgement hereof by Buyer, shall be effective to the extent any such prior to subsequent purchase order, other form of written document or communication or subsequent acceptance or acknowledgment varies the terms hereof or proposes additional or different terms of any nature whatsoever. No claim against EnerWorks arising directly or indirectly out of or in connection with this warranty may be assigned by the owner or by operation of law without prior written approval from EnerWorks.
8. **How to make a claim:** Contact your installing dealer / distributor, with a complete description of the problem. Written notification and proof of purchase are required. If the dealer/distributor is not available, you can contact EnerWorks directly at:

EnerWorks, Inc.  
 252 Hamilton Crescent  
 Dorchester ON N0L 1G0  
 Canada  
 Phone: (519) 268-6500  
 Fax: (519) 268-6292  
 E-mail: [request@EnerWorks.com](mailto:request@EnerWorks.com)  
 Website: [www.EnerWorks.com](http://www.EnerWorks.com)

9. **Owner Warranty Only:** The warranties contained herein shall only apply to an owner who is the property owner. The warranties contained herein shall not apply to anyone who is not a property owner, including without limitation, a dealer, distributor, installer, other intermediary or any non-owner end user. These warranties provide specific legal rights and the owner may have other rights which vary from state to state and between other jurisdictions.

COMMERCIAL PRODUCTS SUPPLIED AS BY THE INVOICE

5 – Years Warranty \_\_\_\_\_

10 – Years Warranty \_\_\_\_\_

PURCHASER

EnerWorks Inc.

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXTENDED WARRANTY REGISTRATION FORM**

**Please complete:**

**Name:** \_\_\_\_\_

**Address of installation:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Serial number of Solar Energy Unit:** \_\_\_\_\_

**Invoice Number:** \_\_\_\_\_

**Value of the Capital Cost:** \_\_\_\_\_

**Payment – extended warranty:** \_\_\_\_\_

**Purchase date:** \_\_\_\_\_

**EnerWorks authorized dealer:** \_\_\_\_\_

All other terms and conditions in EnerWorks Inc. warranty apply to this extended warranty. This extended warranty must be registered with EnerWorks Inc. at the time of purchase and installation of the system to be valid.

Please mail to:  
EnerWorks, Inc.  
Attn: Warranty Department  
252 Hamilton Crescent  
Dorchester ON N0L 1G4  
Canada  
Phone: (519) 268-6500

OR Fax to:  
(519) 268-6292  
Attn: Warranty Department