

## ENERWORKS LIMITED WARRANTY

THIS WARRANTY IS PROVIDED BY ENERWORKS INC. ('ENERWORKS') TO THE END USER ("OWNER") AND IS EFFECTIVE ONLY FROM THE DATE THAT THE PRODUCT IS PURCHASED BY THE OWNER. FAILURE OF THE OWNER TO REGISTER WITH ENERWORKS WITHIN SIXTY (60) DAYS OF PURCHASE WILL VOID THIS WARRANTY

**"Product"** means one of:

- (a) Collector Model COL-4X8-NL-SG1-SH10 (Commercial model);
- (b) Collector Model COL-4X8-TL-SG1-SD10 (Residential model); or
- (c) Solar Energy Unit ("SEU") Models SDHWC-40-80kW-R0, SDHWC-100-160kW-R0 and SDHWC-200-300kW-R0

1. **Warranty:** EnerWorks warrants to the Owner, on the terms stated herein, that for a period of :

- (a) one (1) year if the Product is an SEU;
- (b) five (5) years if the Product is a Commercial SEU and the Owner has purchased an extended warranty contract from EnerWorks at the time of sale; or
- (c) ten (10) years if the Product is a Collector,

the Product is free from defects in materials and workmanship. Only authorized EnerWorks employees have the authority to negotiate any different warranty terms. Any such terms are not binding unless reduced to writing and signed by a duly authorized EnerWorks employee.

2. **Liability:** EnerWorks' liability is specifically limited to replace the failed Product or component with a new or reconditioned part of an identical or equivalent model, at EnerWorks' sole discretion.

3. **Exclusions:** This warranty does not apply to costs, such as inspection, removal, re-installation, field labour (except as provided below), freight charges, transfer fluid, glycol, pumps, accessories, parts, brackets, attachments and supplies that are incidental to or do not form part of the Product, insurance and distributor re-stocking charges, except as provided herein, and to damages resulting from:

- (a) use of materials, components or Products (for example, connecting lines, power lines and connections and plumbing supplies) not supplied by EnerWorks;
- (b) failure or 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 clear off gutters or roofs as and when necessary;
- (d) shipping, accidental breakage, misuse, wear and tear, flooding, breakage of glass for any reason, fogging or condensation on the inside of glass surfaces, fire, explosions, vandalism, war, riots, terrorism, earthquakes, lightning, high winds, ice dams, icicles or ice storms, other extreme atmospheric conditions or weather which exposes the Products to stresses in excess of their design tolerances, 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) Products not installed by EnerWorks or its approved distributors.

4. **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 50% of 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 transfer fluid other than that approved by EnerWorks or if the approved transfer fluid is not in acceptable condition; (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, to be installed and maintained 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.
- (f) Field labour and shipping charges for a pre-approved warranty claim to replace or repair a Product will be reimbursed as follows:

- (i) if the Product is a Collector and the warranty claim is made within the first year of the warranty period, EnerWorks reimburse the Owner for field labour expenses actually incurred up to CDN \$ 100 and will reimburse Owner for reasonable shipping charges actually incurred to and from the servicing dealer/distributor specified by EnerWorks; or
  - (ii) if the Product is an SEU model SDWA A-02 and the warranty claim is made within the first year of the warranty period, EnerWorks will reimburse the Owner for field labour expenses actually incurred up to CDN \$ 500 and if the warranty claim is made within the first six (6) months of the warranty period, EnerWorks will reimburse the Owner for reasonable shipping charges actually incurred to and from the servicing dealer/distributor specified by EnerWorks.
- (g) Any installation warranty is the responsibility of the dealer/installer.

5. **Warranty Claim Particulars:**

- (a) 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.
- (b) 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.

6. **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.

7. **Disputes.** This Warranty shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in it and shall in all respects be treated as an Ontario contract. The parties to this Agreement irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals from them. Any conflict of laws principle or rule that would impose a law of another jurisdiction for the construction of this Agreement is renounced.

**EXCEPT AS EXPRESSLY STATED HEREIN, THE PRODUCT IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS 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.**

8. **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. EnerWorks' obligations hereunder and otherwise to Buyer are expressly conditioned upon Buyer's consent to all of the terms, provisions, covenants and conditions contained herein.
9. **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)