

# CONSUMER ONE, TWO, THREE and FOUR PANEL SOLAR THERMAL APPLIANCE WARRANTY

THIS WARRANTY IS PROVIDED BY ENERWORKS INC. ('ENERWORKS') TO THE ORIGINAL CONSUMER PURCHASER ('OWNER') FOR ENERWORKS' ONE, TWO, THREE and FOUR PANEL SOLAR THERMAL APPLIANCE (THE "PRODUCT") AND IS ACTIVE FROM MAY 1, 2008

## 10-YEAR PRODUCT WARRANTY – COLLECTOR PANELS

EnerWorks warrants to the owner, on the terms stated herein, for a period of ten years from the date of the original sale from an EnerWorks authorized distributor, project partner or dealer, that this product is free from defects in materials and workmanship.

## 5-YEAR PRODUCT WARRANTY – NON-ELECTRIC COMPONENTS EXCLUDING COLLECTOR PANELS

EnerWorks warrants to the owner, on the terms stated herein, for a period of five years from the date of purchase from an EnerWorks authorized distributor, project partner or dealer, that all non-electrical components (casing, heat exchanger, expansion tank, upper and lower manifolds, pressure gauge and pressure relief valve), excluding collector panels, in an EnerWorks solar thermal appliance will be free from defects in materials and workmanship.

## 2-YEAR PRODUCT WARRANTY – ELECTRIC COMPONENTS

EnerWorks warrants to the owner, on the terms stated herein, for a period of two years from the date of purchase from an EnerWorks authorized distributor, project partner or dealer that all electrical components, including the electric motor and pump, controller, flow sensor, temperature sensor, connectors and wiring, in an EnerWorks solar thermal appliance will be free from defects in materials and workmanship. EnerWorks warrants these components for an additional three (3) years (for a total of five (5) years) if the Owner has purchased an extended warranty contract from EnerWorks at the time of sale.

1. **Repair or Replace:** EnerWorks' liability is specifically limited to the repair or replacement of the product or component with an identical or equivalent product or component as decided by EnerWorks at its 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 paid to 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, connecting lines, 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) any collector glass breakage, cracking or chipping.
  - (d) improper installation, component configuration or maintenance of the product; any zoning code violations, settlement of the building, failure of the structure (including foundation, roof and walls), including failure to seal, reseal, caulk or recaulk as required for installing the product and maintaining the quality of the product installation;
  - (e) 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 and chemical pollutants, pollution or acts of God or other circumstances beyond EnerWorks' control;
  - (f) failure or misalignment caused by objects thrown, dropped or placed against the product; or
  - (g) installation components, supplies or equipment not supplied by EnerWorks – any installation warranty is the responsibility of the distributor, project partner, dealer, or installer who supplied and installed the Product.
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; (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) Field labor to replace or repair a failed product is reimbursable up to \$100 in total during the first year after purchase date.
- (b) 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.
- (c) No back-charges are accepted by EnerWorks without prior written consent.
- (d) 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.
- (e) This warranty is assignable by the owner, if it is not the current owner of the premises on which the product was installed, to the current owner of those premises. EnerWorks must be notified in writing of this assignment within 90 days of assignment for the assignment to be valid.
- (f) Any action or claim arising out of this warranty must be brought by the 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, Canada without reference to conflict of laws principles and the parties irrevocably agree to be subject to the exclusive jurisdiction of Ontario, Canada 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 or 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 and any attempt to do so will render the warranty void .

8. **How to make a claim:** Contact your installing dealer, distributor or project partner with a complete description of the problem. Written notification, proof of purchase and EnerWorks Solar Collector and/or EnerWorks Energy Pack serial numbers are required. If the dealer/distributor is not available, you can contact EnerWorks directly at:

EnerWorks, Inc.  
252 Hamilton Crescent  
Dorchester ON N0L 1G4  
Canada  
Phone: (519) 268-6500  
Fax: (519) 268-6292  
E-mail: [info@enerworks.com](mailto:info@enerworks.com)  
Website: [www.EnerWorks.com](http://www.EnerWorks.com)

9. **Consumer Warranty Only:** The warranties contained herein shall only apply to an owner who is a consumer. The warranties contained herein shall not apply to anyone who is not a consumer, including without limitation, a dealer, distributor, installer, other

intermediary or any non-consumer 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.