

**SunGrabber**  
**LIMITED TEN-YEAR WARRANTY**  
**FOR THE SUNGRABBER SOLAR POOL COLLECTOR**

435 Otterson Drive  
Chico, California 95928  
866-SUNGRAB  
866-786-4722

**1. SCOPE OF COVERAGE**

This warranty applies only to new swimming pool solar collectors manufactured by SunGrabber and installed according to SunGrabber instructions on premises owned by the original consumer buyer.

**2. IDENTITY OF WARRANTOR AND WARRANTEE**

The warranty is extended by SunGrabber to the original consumer buyer of the solar collector.

- 3. LIMITED TEN-YEAR WARRANTY:** The SunGrabber solar collectors are warranted to be free from defects in materials and workmanship under normal use and service for the heating of either an inground or above ground swimming pool for ten (10) years from date of purchase, subject to the terms, conditions, and limitations described below.

**4. WHAT IS NOT COVERED**

**A. EXCLUSIONS:**

The above warranty does not apply:

1. To conditions resulting from a defect in a component or part which is not part of the SunGrabber collector.
2. To conditions resulting from a significant departure from SunGrabber's installation instructions.
3. To conditions such as internal freezing resulting from failure to provide reasonable and necessary maintenance in accordance with SunGrabber's operating and maintenance instructions.
4. To conditions resulting from any misuse, abuse, neglect, accident, or alterations.
5. To normal fading and minor deterioration of exterior surfaces resulting from exposure to the elements, except conditions that do or will affect performance.

**B. NO WARRANTY OF PERFORMANCE OF THE SOLAR COLLECTORS AND SYSTEM:**

SunGrabber makes no warranty as to the performance of its solar collectors as to any particular temperature or level to which the water will be heated, since this depends upon the amount and intensity of sunlight and other variable factors which are impossible to predict and which cannot be controlled.

**C. LIMITATIONS ON EXCLUSION FROM COVERAGE:**

The above warranty shall not be considered to be violated or its coverage in any way reduced by conditions that may occur in the normal operation of the system.

**5. SOME THINGS BUYER MUST DO**

**A. PROPER INSTALLATION:**

***INSTALLATIONS MUST BE PERFORMED ACCORDING TO THE INSTRUCTIONS INCLUDED WITH THE PRODUCT.***

**B. ROUTINE MAINTENANCE:**

Provide reasonable and necessary maintenance in accordance with SunGrabber's operating and maintenance instructions.

**C. KEEPING SUNGRABBER INFORMED:**

If it appears to you that any warranted component or part is not functioning properly, promptly notify SunGrabber. Early attention to a minor problem may help avoid serious problems later.

**6. WHAT SUNGRABBER WILL DO**

**A. REPAIR OR SERVICE:**

If a defect in material or workmanship becomes evident during the warranty period, SunGrabber will repair or, at its option, replace the malfunctioning solar collector with a new solar collector of at least the same quality, within a reasonable time, upon payment of the charges described

below. All replacement parts and repairs shall assume the remaining warranty period of the part(s) repaired or replaced.

**B. WHO WILL PROVIDE WARRANTY SERVICE:**

Service will be provided by SunGrabber's authorized dealer or distributor in your area. This will ordinarily be the dealer or distributor from whom you purchased your solar collector. If there is no authorized dealer or distributor in your area, then write SunGrabber directly at 435 Otterson Drive, Chico, California 95928-8207, or call our toll free number at: (866) 786-4722, giving the identification of the solar collector, the date of purchase, and the nature of the defect or problem. To verify that your warranty is still in effect, you should be prepared to furnish evidence of date of purchase and evidence that the installation was performed according to the instructions included with the collector. The system must be returned to dealer, distributor, or SunGrabber at homeowner's expense.

**C. IF REPLACEMENT IS REQUIRED:**

To obtain replacement of the defective solar collector under the warranty, you are required to pay the difference between:

- a) SunGrabber's suggested retail price for the solar collector at the time the warranty claim is made, and
- b) the prorated portion of SunGrabber's suggested retail price for the solar collector at the time of the original purchase, in accordance with the following proration schedule:

<u>Year of Claim</u>	<u>Percent of Original Purchase Price Credited Toward Replacement</u>	<u>Year of Claim</u>	<u>Percent of Original Purchase Price Credited Toward Replacement</u>
First Year	100%	Sixth Year	50%
Second Year	90%	Seventh Year	40%
Third Year	80%	Eighth Year	30%
Fourth Year	70%	Ninth Year	20%
Fifth Year	60%	Tenth Year	10%

If possible, the repair or replacement will be made by SunGrabber's authorized dealer or distributor in your area. Otherwise, the collector should be returned for warranty service to SunGrabber at its plant. SunGrabber will promptly notify you of any charges for repair or replacement and, upon payment to SunGrabber, will repair or replace the defective solar collector and return it to you. SunGrabber will be responsible for return freight charges only.

However:

IN ADDITION TO THE CHARGES FOR REPAIR OR REPLACEMENT OF THE DEFECTIVE SOLAR COLLECTOR, YOU ARE RESPONSIBLE FOR THE PAYMENT OF ANY COSTS AND EXPENSES OF DISASSEMBLY, REMOVAL AND RE-INSTALLATION OF THE SOLAR COLLECTOR, AND ANY OTHER INCIDENTAL SERVICES INVOLVED. NONE OF SUCH COSTS OR EXPENSES ARE COVERED BY THIS WARRANTY, AND SUNGRABBER IS NOT LIABLE FOR ANY OF THEM.

**7. NO OTHER EXPRESS WARRANTIES - THESE REMEDIES ARE EXCLUSIVE**

Unless otherwise explicitly agreed to in writing, it is understood that this is the only written warranty given by SunGrabber and SunGrabber neither assumes nor authorizes anyone to assume for it any other obligations or liability in connection with its products. IN NO EVENT SHALL SUNGRABBER BE LIABLE FOR DAMAGE TO PROPERTY, LOST PROFITS, INJURY TO GOODWILL, OR ANY OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECTIVE SOLAR COLLECTOR OR ANY BREACH OF THE ABOVE EXPRESS WARRANTY, FOR NEGLIGENCE OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion or limitation may not apply to you. The above warranty gives you specific legal rights, and you may also have other rights which vary from state to state.