

## 1. SCOPE OF COVERAGE

Warranty applies to a new Sungrabber™ solar hot water system installed by a Sungrabber™ contractor. Warranty applies only to defects in materials and workmanship subject to the terms, conditions, and limitations described herein. Labor for repair or replacement of solar collectors or components is excluded.

- A. **Sungrabber™ solar collectors** are warranted for ten (10) years from the completion of initial installation. Sungrabber™ will provide a repair kit or, at its option, replace a defective solar collector.
- B. **Sungrabber™ system kit components** are warranted for one (1) year from the completion of initial installation at a residence. Sungrabber™, at its option, will replace a defective component with a new or refurbished component.

## 2. NECESSARY MAINTENANCE

The buyer is expected to provide all reasonable and necessary maintenance in accordance with the Sungrabber™ Owner's Manual. The manual is an integral part of the Sungrabber™ system warranty. Noncompliance with the manual or improper maintenance will void the buyer's warranty rights. If the buyer believes or becomes aware that any warranted component or part is not functioning properly, the buyer must promptly notify SUNGRABBER™. Early attention to a minor problem may help avoid serious problems later. A failure to report a problem on a timely basis may void the buyer's warranty rights.

## 3. REGISTRATION

In order to validate the warranty, the buyer must submit an online warranty registration at [www.Sungrabber.com](http://www.Sungrabber.com) or call Sungrabber customer service toll free at 866-786-4722.

## 4. IDENTITY OF WARRANTEE

The warranty is extended by Sungrabber™ and is extended only to the original consumer/buyer of the Sungrabber™ system. This warranty is not assignable and applies only to the original buyer. This warranty terminates upon the sale by the buyer of the premises at which the system was installed.

## 5. CLAIMS

If a solar collector or component is found to be defective, notify the installing Sungrabber™ contractor for service or contact SUNGRABBER™ customer service toll free at 866-786-4722 to locate a Sungrabber™ contractor near you. A service call may be scheduled for repair or replacement.

## 6. WHAT IS NOT COVERED - EXCLUSIONS

1. Installations that are not in accordance with the Sungrabber™ installation instructions.
2. Damage resulting from failure to provide reasonable and necessary maintenance in accordance with the Sungrabber owner's manual including any misuse, abuse, neglect, accident or alterations.
3. Damage caused by water hammer, thermal expansion, or system pressure in excess of 80 psi.
4. Sungrabber™ system moved from the original installation location.
5. Freeze damage.
6. Damage resulting from a component which is not part of the Sungrabber™ system.
7. Damage resulting from failure to properly flush hot water heater or solar storage tank upon installation of the Sungrabber™ system.
8. Damage resulting from failure to routinely flush hot water heater or solar storage tank in order to maintain sufficient water quality that does not promote debris, sediment, or scale build up inside of the Sungrabber™ system.
9. Normal fading and minor deterioration of surfaces.
10. Hardware, accessories, or any component or part that is not part of the Sungrabber™ system.
11. Conditions resulting from attempted repair or alteration by someone other than a SunGrabber™ contractor.
12. Sungrabber™ makes no warranty as to the level of performance of its Sungrabber™ system, fuel or cost savings, or any particular temperature or level to which the water will be heated. Actual performance will depend upon the amount and intensity of sunlight and other variable factors that Sungrabber™ does not predict and that are beyond Sungrabber's control. The performance of the system is heavily dependent upon latitude, related weather conditions and other factors.

## 7. EXCLUSIVE AGREEMENT AND LIMITATIONS OF REMEDIES

Unless otherwise explicitly agreed to in writing, it is understood that this is the only written warranty for the Sungrabber™ System. Sungrabber HEREBY DISCLAIMS ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH WARRANTIES ARE SPECIFICALLY WAIVED BY BUYER. 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 use or inability to use solar hot water system, DAMAGES FOR PERSONAL INJURY, RESULTING DIRECTLY OR INDIRECTLY TO BUYER OR ANY OTHER PERSON FROM THE POSSESSION, OWNERSHIP, OR USE OF THE SUNGRABBER™ SYSTEM OR PARTS DEEMED TO BE DEFECTIVE, EVEN IF SUNGRABBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, or any breach of the above express warranty, for negligence or otherwise. THIS LIMITATION SHALL APPLY WHETHER A CLAIM ARISES IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. SUNGRABBER'S MAXIMUM LIABILITY TO BUYER, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE AGGREGATE AMOUNT OF PAYMENTS RECEIVED BY SUNGRABBER FROM BUYER UNDER THIS AGREEMENT. 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.