



## WARRANTY POLICY

of

Heat Transfer Products, Inc.

This Warranty Policy (this "Policy") is issued by HTP Inc. and applies to the various products and components of products manufactured by HTP Inc. discussed in this Policy ("Products") that are purchased by original end users of the Products (each, a "Customer") from authorized HTP Inc. Distributors and Dealers for water heating installations.

### Installation Procedure

Upon installation of Product, the authorized installer must complete the Customer Installation Record Form (located on the back cover of the installation manual).containing the Customer's contact details, product installation date, product serial numbers, installers contact details, summary of system format and contact phone number(s) of the regional Dealer and/or Distributor. The original of the completed form should be left with the Customer, with a copy kept on permanent file by the installer.

### Warranties

HTP Inc. provides the various warranties set forth in this Policy subject to the terms, conditions, and exclusions provided for herein.

#### I. Copper Header Pipe of Solar Collector.

HTP Inc. hereby warrants and represents that, for fifteen (15) years from the date of the delivery of any solar collector to the Customer, the copper header pipe in the solar collector shall be free from manufacturing defects resulting in leakage of heat transfer liquid when operating within specified allowable pressure limits and using approved liquids, provided that this warranty excludes:

- a) Leakage from any connection to header inlet or outlet;
- b) Defects resulting from exposure of the manifold header pipe to pressure exceeding 0.8Mpa/ 8bar/116psi;
- c) Defects resulting from exposure to flow rates exceeding 3.3 GPM / 15 L/min;
- d) Defects resulting from the freezing of the liquid contained in the manifold header pipe;
- e) Leakage of the manifold header pipe as a clear result of metallic corrosion and not structural braze failure;
- f) Poor heat transfer, excessive pressure drop, or blockage of header as a result of scale formation; and
- g) Installation of more than two end port manifolds in series without flexible connections at least once every second manifold.

For a Customer to receive any remedies in connection with a breach of this warranty, the following conditions must be met:

- a) Customer must provide to HTP Inc. a dated photograph of the solar collector showing a water trail from the solar collector, as well as a dated photograph of the serial plate;
- b) Customer must provide the serial number when making a warranty claim and provide a copy of the Customer Installation Record Form;
- c) The solar collector that is the subject of the warranty claim must be kept in storage for no less than ninety (90) days and made available for inspection by HTP Inc. or its designee upon the request of HTP Inc.

## II. Evacuated Tubes of Solar Collector.

HTP Inc. hereby warrants and represents that the evacuated tubes in any solar collector shall be free from manufacturing defects resulting in spontaneous loss of vacuum for fifteen (15) years from the date of the delivery of such solar collector to the Customer, provided that this warranty excludes loss of vacuum due to breakage during transport, handling or after installation and that gradual reduction in vacuum levels over time are normal and accordingly are not defects in violation of this warranty.

For Customer to receive any remedies in connection with a breach of this warranty, the following conditions must be met:

- a) Customer must provide to HTP Inc. a dated photograph of the tube still installed in the solar collector showing white bottom end and no structural tube damage; and
- b) The evacuated tubes must be removed and kept in storage for no less than ninety (90) days and made available for inspection by HTP Inc. or its designee upon the request of HTP Inc.

## III. Heat Pipe of Solar Collector.

HTP Inc. hereby warrants and represents that the heat pipe in any solar collector shall be free from manufacturing defects resulting in loss of heat transfer properties for ten (10) years from the date of the delivery of the solar collector to the Customer. A loss of heat transfer properties can be tested by slowly pouring 1L/ 2pints of hot (>60°C / 141°F) water down the bottom ¾ length of the heat pipe, whereupon the heat pipe condenser should become too hot to hold (>50°C / 122°F) in less than thirty (30) seconds.

For Customer to receive any remedies in connection with a breach of this warranty, the following conditions must be met:

- a) Customer must provide to HTP Inc. photographs of faulty heat pipes, if applicable, showing the point of failure or rupture;
- b) The heat pipe must be kept in storage for no less than ninety (90) days and made available for inspection by HTP Inc. or its designee upon the request of HTP Inc.

## IV. Mounting Frame.

HTP Inc. hereby warrants and represents that the mounting frame will be free from manufacturing defects resulting in structural failure or corrosion for fifteen (15) years from the date of delivery of the mounting frame to a Customer, provided that this warranty excludes:

- a) Failure due to any modification to the mounting frame components;
- b) Failure when not installed in accordance with HTP, Inc. installation guidelines;
- c) Failure due to the failure of non-HTP, Inc. fastening components or the structure to which mounting frame is attached.
- c) Failure due to wind loading in winds up to 120mph / 190km/h when the mounting frame installation has not been installed in line with special "high wind/cyclonic" mounting guidelines as approved by local authorities.
- c) Corrosion of the metal due to exposure to environmental conditions that will cause corrosion of 439 grade stainless steel.

For Customer to receive any remedies in connection with a breach of this warranty, the following conditions must be met:

- a) Customer must provide to HTP Inc. a dated photograph of the mounting frame providing reasonable visual evidence of the defect; and
- b) The mounting frame must be kept in storage for no less than ninety (90) days and made available for inspection by HTP Inc. or its designee upon the request of HTP Inc.

### Qualifications regarding Warranty

The warranties of the various Products and components thereof set forth above in this Policy shall not

- a) Breaches of warranty result (i) from any use of a Product for any purpose other than its ordinary purpose, as well as any neglect, accident, or ordinary wear and tear; or (ii) from damage from transport, shipping, handling, or any act of God or other Force Majeure;
- b) Breaches of warranty result from internal freezing of pipes and;
- c) Breaches of warranty result from installation that is not in accordance with (i) HTP Inc. installation and operation manual in effect on the date when the Product is sold to the Customer, including, without limitation, any misaligned or non-leveled frame; or (ii) instructions and/or all relevant standards, codes of practice, electrical wiring and safety regulations and any regional authority regulations;
- d) A solar collector is damaged because of the failure of mounting brackets, fasteners or, nails, straps or other components for solar collector mounting that are either not supplied by HTP Inc. or not fastened according to the instructions supplied by HTP Inc.
- e) A solar collector is damaged because of the failure to fasten it to structurally sound material, resulting in significant movement or vibration of the Product;
- f) Any component of the Solar Collector is damaged as a result of exposure to wind speeds exceeding 120mph / 190kmh.
- e) The Product is exposed to environmental conditions or mechanical forces that exceed the levels that component materials can be reasonably expected to withstand;
- f) The defective part, accessory, or component of the Product was not manufactured by HTP Inc., or HTP Inc.' OEM suppliers.
- g) The Product is opened, serial tag removed or defaced, or its structure is altered in any way;
- h) If any maintenance or repair on the Product is completed by un-authorized persons;
- i) The Product is relocated from its original point of installation;
- j) When installed in a system using a glycol based heat transfer liquid and the solar collector is left exposed to daily sunlight without hot water usage or effective heat dissipation, such that the collector dry stagnates, with the exception of stagnation due to system component failure or power outage, where the system failure is remedied within 48 hours of occurring, and;
  - k) The solar collector is left dry (no liquid circulation) and exposed to daily sunlight (not covered) for a period of time exceeding 14 consecutive days.

### Remedies for Breach of Warranty

A Customer will notify the HTP Inc. Dealer or Distributor from whom it purchased a Product promptly in writing of any alleged defect in that Product. The Dealer or Distributor will investigate the defect to determine if it is covered by the warranty and report its findings to the HTP Inc. Distributor that sold the Product to the Dealer (in the case of a Dealer) and to HTP Inc. (in all cases). Based upon such review, HTP Inc. will have the right in its sole and absolute discretion to determine whether or not the defect violates the applicable warranty. **CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF ANY WARRANTY (AS DETERMINED BY HTP, Inc. IN ITS SOLE DISCRETION) BY A PRODUCT DURING THE APPLICABLE WARRANTY PERIOD WILL BE THE REPAIR OR REPLACEMENT OF THE PRODUCT BY A DESIGNEE OF HTP INC. OR, IN HTP'S SOLE DISCRETION A REFUND.**

**PRODUCT TO THE CUSTOMER.** These remedies will be provided within a reasonable amount of time and without additional charge. HTP Inc. will not be responsible for any costs or expenses associated with the investigation or analysis of an alleged defect or any repair charges for service to the Products that is not covered hereby. HTP Inc. total liability to Customer with respect to any Product shall be limited to Customer's purchase price for the Product. **HTP Inc. WILL NOT BE LIABLE TO ANY PARTY, INCLUDING THE CUSTOMER, FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES TO PROPERTY OR COST OF REPLACEMENT GOODS, RESULTING FROM ANY BREACH OF WARRANTY BY A PRODUCT OR ANY PRODUCT DEFECT.** This paragraph sets forth a Customer's sole and exclusive remedy with respect to any Product, and a Customer shall not have any other remedy or remedies at law, in equity, or otherwise.

**No Other Warranties**

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THIS POLICY, HTP INC. HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY, OR OTHERWISE, WITH RESPECT TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST REDHIBITORY DEFECTS, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS UNDER THE LAWS OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS.

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