

LIMITED WARRANTY

American Water Heater Company, the warrantor, extends the following LIMITED WARRANTY to the owner of the solar thermal collector(s).

1. SOLAR THERMAL COLLECTOR

If the solar thermal collector(s) shall prove upon examination by the warrantor to have failed due to defects caused by faulty or defective materials, design or workmanship, the warrantor will supply a replacement of the defective part or a replacement solar thermal collector(s) at the warrantor's option. The warranty on the replacement part or solar thermal collector will be limited to the unexpired term of the original warranty.

2. ALL OTHER PARTS

If within TEN years after initial installation of the solar thermal collector(s), any part or portion shall prove upon examination by the warrantor to be defective in material or workmanship, the warrantor will repair or replace such part or portion at its option.

3. CONDITIONS AND EXCEPTIONS

This warranty shall apply only when the solar thermal collector(s) is installed in accordance with local plumbing and building codes, ordinances and regulations, and good industry practices. This warranty does not cover defects or damages resulting from accident, inappropriate physical or operational environment, freezing, scale, corrosion, failure of electrical power, improper installation, maintenance, service, repair, transportation, storage, modification, operation, use, negligence or fault by any party other than warrantor. In no event shall the warrantor be liable for special, incidental, or consequential damages, or for damages arising out of the inability to utilize the solar thermal collector(s) for any purpose whatsoever.

- a. This warranty shall apply only when the solar thermal collector(s) is:
 - (1) owned by the original purchaser;
 - (2) was sold by the warrantor to a distributor or the owner;
 - (3) is installed in a residential or commercial solar thermal water heating system;
 - (4) used when operated free of the damaging effects of uncontrolled water hammer;
 - (5) used at fluid pressure not exceeding the maximum operating pressure shown on the collector's rating label;
 - (6) bearing a rating plate/label which has not been altered, defaced or removed except as required by the warrantor;
- b. Any accident to the solar thermal collector(s), any misuse, abuse (including freezing) or alteration of it, any operation of it in a modified form will void this warranty.
- c. This warranty is void if the solar thermal collector(s) is connected to a closed system unless an effective method of controlling thermal expansion is also installed and operational at all times.

4. SERVICE AND REPAIR EXPENSES

Under the limited warranty the warrantor will provide only a replacement solar thermal collector or part thereof. The owner is responsible for all other costs. Such costs may include but are not limited to:

- a. Labor charges for service removal, repair or reinstallation of the solar thermal collector or any component part;
- b. Shipping, delivery, handling, and administrative charges for forwarding the new solar thermal collector or replacement part from the nearest distributor and returning the claimed defective solar thermal collector or part to such distributor.
- c. All cost necessary or incidental for any material and/or permits required for installation of the replacement.

5. CLAIM PROCEDURE

Any claim under the warranty should be initiated with the dealer who sold the solar thermal collector, or with any other dealer handling the warrantor's products. If this is not practicable, the owner should contact:

U.S. Customers

American Water Heater Company
500 Tennessee Waltz Parkway
Ashland City, TN 37015
Telephone: 1-(800)-323-2636

Canadian Customers

American Water Heater Company
P. O. Box, 310 - 768 Erie Street
Stratford (Ontario) N5A 6T3
Telephone: 1-(800) 265-8520

- a. The warrantor will only honor replacement with identical or similar solar thermal collector or parts thereof which are manufactured or distributed by the warrantor.
- b. Dealer replacements are made subject to in-warranty validation by warrantor.

6. DISCLAIMERS

NO OTHER EXPRESS WARRANTY HAS BEEN OR WILL BE MADE IN BEHALF OF THE WARRANTOR WITH RESPECT TO THE MERCHANTABILITY OF THE HEATER OR THE INSTALLATION, OPERATION, REPAIR OR REPLACEMENT OF THE WATER HEATER. THE WARRANTOR SHALL NOT BE RESPONSIBLE FOR WATER DAMAGE, LOSS OF USE OF THE UNIT, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY OR OTHER CONSEQUENTIAL DAMAGE. THE WARRANTOR SHALL NOT BE LIABLE BY VIRTUE OF THIS WARRANTY OR OTHERWISE FOR DAMAGE TO ANY PERSONS OR PROPERTY, WHETHER DIRECT OR INDIRECT, AND WHETHER ARISING IN CONTRACT OR TORT.

- a. Some states do not allow the exclusion or limitation of the incidental or consequential damage, so the above limitations or exclusions may not apply to you.
- b. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Fill in the following for your own reference. Keep it. Registration is not a condition of warranty. The model and serial number are found on the heater's rating plate.

Date Installed _____ Model No. _____ Serial No. _____

Dealer's Name _____ Phone No. _____

Dealer's Address _____ City and State _____ Zip Code _____

FILL IN WARRANTY AND KEEP FOR FUTURE REFERENCE