



SunEARTH INC.
Quality Solar Energy Products

TEN-YEAR LIMITED PRODUCT WARRANTY

This warranty only applies to the following SunEarth products (hereinafter SunEarth Products):

SETS Thermal Storage Tanks: 100010-XX Series

Under conditions of normal use and service the above SunEarth Products are warranted to the original, or subsequent users, for a period of **10 year** from the date of sale to be free of defects in material and workmanship pursuant to the exclusions detailed in this written warranty statement. SunEarth's liability for these products shall be limited to repairing or replacing at SunEarth's option, without charge, F.O.B. SunEarth's factory or an authorized SunEarth distributor or service center. SunEarth will not be liable for any costs of transportation, inspection, removal, reinstallation, or any other labor or freight charges that may arise in connection with a warranty claim, except as expressly set forth in this warranty.

SunEarth SETS Thermal Storage Tanks are designed for use in solar water heating systems, Low Temperature Wood Burning and Smart Energy systems. No other use or application of these products is covered under this statement of limited warranty.

Solflux Smart Control Warranty Extension:

SETS Thermal Storage Tanks that include factory installed Solflux Model SESF-3221 Smart Control with which the following conditions are met will have the tank liner reimbursement equal to 100% of replacement cost for the duration of the warranty period.

Solflux Smart Control Warranty Extension Conditions:

1. Continuous connection of Solflux Model-3221 to Sensorlinx Mobile Application.
2. Warranty Registration of SETS Thermal Storage Tank via sunearthinc.com.

Tank Liner Replacement Shall be provided per the following schedule:

Defect in Year 1: 100% reimbursement of replacement cost
Defect in Year 2-3: 70% reimbursement of replacement cost
Defect in Year 4-5: 50% reimbursement of replacement cost
Defect in Year 6-7: 30% reimbursement of replacement cost
Defect in Year 8-10: 20% reimbursement of replacement cost

THIS WARRANTY DOES NOT APPLY

This warranty **does not apply** to the following: (1) conditions resulting from a failed component or part that is not part of the above listed SunEarth Products; (2) to damage caused by freezing conditions; (3) to conditions resulting from misuse, abuse, neglect, accident, or alteration; (4) to conditions resulting from the introduction of harmful chemicals, caustic fluids, or deleterious fluids, including improperly applied or maintained heat transfer fluids; (5) to SunEarth Products in which heat transfer fluids other than potable water or propylene glycol (DowFrost HD recommended) are used; (6) to heat transfer fluid pH levels above 7.6 or below 7.2; (7) temperatures within the tank exceeding 175°F; (8) to excessive pressure; (9) to conditions resulting from floods, earthquakes, winds, fire, lightning, or circumstances beyond SunEarth's control; (10) to damage caused by installation methods, that do not conform to relevant national, state or local codes and ordinances, good industry practices, or to current applicable SunEarth manuals, diagrams, technical bulletins, or written installation instructions; (11) to mineral content of water above 500ppm; (12)

or to hardness of water above 180 ppm; (13) or when installed outdoors without SunEarth approved outdoor coating.

If one of the above SunEarth Products is purchased outside the United States certain conditions of this warranty may **NOT** apply. Please contact your local SunEarth distributor or dealer for details.

LIMITED WARRANTY

EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY, THE ABOVE SUNEARTH PRODUCTS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

LIMITATIONS OF REMEDIES

IN NO EVENT SHALL SUNEARTH BE LIABLE FOR ANY DAMAGES FOR LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE ABOVE SUNEARTH PRODUCTS, OR FOR ANY CLAIM BY A THIRD PARTY. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EXCLUSIVE AGREEMENT

THIS WARRANTY CONSTITUTES THE ENTIRE, COMPLETE, FINAL, AND EXCLUSIVE AGREEMENT FOR THE SUNEARTH PRODUCTS LISTED ABOVE. THIS WARRANTY SUPERSEDES ANY PROPOSAL, AGREEMENT, OR REPRESENTATION, OR ANY OTHER COMMUNICATION, EITHER WRITTEN OR ORAL, MADE BETWEEN SUNEARTH AND SUNEARTH'S DISTRIBUTORS OR DEALERS, OR BETWEEN SUNEARTH AND THE END CONSUMER.

RETURNED GOODS

No material shall be returned without authorization or beyond the warranty period. When credit is issued it will be at the price charged, or prevailing price if lower, less handling charges based on costs of reconditioning, packaging, etc. Products which are obsolete or made to special order are not returnable.

TO MAKE A CLAIM

To obtain service under this warranty, the product in question must be returned to the distributor or dealer of SunEarth products nearest you, or an authorized SunEarth service center. Each claim must be accompanied by documentation providing the following and submitted via sunearthinc.com:

- 1) Owner's name, address, email address, and phone number
- 2) Installation contractor's name, email address, and phone number
- 3) Original sales receipt
- 4) Product model and serial number(s)
- 5) Date of installation
- 6) Date of failure
- 7) Reason for failure
- 8) Pictures of the suspected manufacturing defect – digital pictures of the suspected manufacturing defect also need to be submitted

If you have any warranty questions, contact your installation contractor or SunEarth at (909) 434-3100.