



SUNEARTH INC.
Quality Solar Energy Products

OASIS POOL COLLECTOR WARRANTY STATEMENT

FIVE YEAR WARRANTY

Under conditions of normal use and service SunEarth OASIS all copper unglazed solar pool collectors are warranted to the original or subsequent users for a period of five (5) years from the date of sale. SunEarth's liability under this warranty 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 station, the OASIS pool collector. 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 delineated in this warranty statement.

FIELD LABOR

Field labor to repair or replace any defective OASIS solar pool collector is reimbursable up to \$75 in year one, and \$50 in years two through five.

FREIGHT AND SHIPPING EXPENSES

During the first year of warranty coverage SunEarth will pay the shipping costs for the new or repaired OASIS solar pool collector to the nearest local distributor, dealer, or authorized service center. After the first year freight and packing costs are the responsibility of the owner and are not covered under this warranty.

THIS WARRANTY WILL NOT APPLY

This warranty does not apply to conditions resulting from a failed component or part that is not part of the OASIS solar pool collector; to freeze damage; to conditions resulting from misuse, abuse, neglect, accident, or alteration; to minor discoloration of the absorber plate over time; to conditions resulting from the introduction of harmful chemicals, caustic fluids, or liquids deleterious to copper tubing, including, but not limited to, system pH levels below 7.4 or above 7.8, system chlorine levels below 0.5 ppm or above 5.0 ppm; to excessive pressure; to erosion corrosion of the copper tubing resulting from flow rates which exceed SunEarth's specifications; to improper plumbing configurations which do not conform with SunEarth's manifolding requirements; to conditions resulting from floods, earthquakes, winds, fire, lightning, or circumstances beyond SunEarth's control; to installation methods which do not conform to relevant national, state or local codes, ordinances, good industry practices or any applicable SunEarth manuals, diagrams, technical bulletins or written installation instructions; and, to applications other than low temperature (70 – 105F) pool or spa heating applications. If the OASIS solar pool collector is purchased outside the continental United States certain conditions of this warranty may not apply. Contact your local SunEarth distributor for details.

HOW TO MAKE A CLAIM

To obtain service under this warranty, the defective product must be returned to the distributor or dealer of SunEarth products nearest you, an authorized SunEarth service center, or SunEarth directly. Each claim must be accompanied by documentation indicating the homeowner's name, address, phone number, date of installation, date of failure, reason for failure, product model and serial numbers, and the installation contractor's name and phone number. If you have questions regarding this warranty contact your installation contractor or SunEarth at 909-605-5610.

LIMITED WARRANTY

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE OASIS SOLAR POOL COLLECTOR IS 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. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

LIMITATIONS OF REMEDIES

IN NO EVENT WILL SUNEARTH BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE OASIS SOLAR POOL COLLECTOR, OR FOR ANY CLAIM BY ANY OTHER 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

THE WARRANTY CONTAINED HEREIN CONSTITUTES THE ENTIRE, COMPLETE, FINAL AND EXCLUSIVE AGREEMENT, AND SUPERSEDES ANY PROPOSAL OR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS, BETWEEN SUNEARTH AND THE BUYER WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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