

Warranty claim documentation should be mailed promptly to SunEarth Inc., 8425 Almeria Avenue, Fontana, CA 92335

EXCLUSIVE WARRANTY – LIMITATION OF LIABILITY

This Limited Warranty is the only Warranty for this SunEarth water heater given by the manufacturer - SunEarth. No one is authorized to make other warranties on behalf of the manufacturer. ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIODS SPECIFIED ABOVE. THE MANUFACTURER'S SOLE LIABILITY, WITH RESPECT TO ANY DEFECT, SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY, AND ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGE FROM WATER LEAKAGE) ARE EXCLUDED. Some states do not allow limitations on how long an implied warranty lasts, or for the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

We suggest you immediately complete the information below and retain this Certificate of Limited Warranty in the event warranty service is needed. Reasonable proof of the date of original installation of your SunEarth water heater may be required to establish its "in-warranty" status. Otherwise, the Effective Date of this Limited Warranty will be the date of manufacture of the water heater plus thirty (30) days.

DO NOT RETURN THIS DOCUMENT TO SunEarth.
KEEP IT WITH YOUR WATER HEATER OR BUSINESS RECORDS.

Name of Owner

Owner's Address

Date of Original Installation of Your SunEarth Water Heater

Model Number of Your SunEarth Water Heater

Serial Number of Your SunEarth Water Heater

SunEarth Inc.
8425 Almeria Avenue
Fontana, CA 92335
909-434-3100

Certificate of Limited Warranty



**RESIDENTIAL SOLAR WATER HEATER WITH A 6 YEAR
WARRANTY**

LIMITED WARRANTY

For SunEarth Solar Storage or Heat Exchange Water Heaters with a Six-Year Limited Warranty

GENERAL

This Limited Warranty is only available to the original owner of this water heater. It is not transferable.

SunEarth warrants this SunEarth water heater, and its component parts, to be free from defects in materials and workmanship, under normal use and service, for the Applicable Warranty Periods. The manufacturer will replace a defective (leaking) water heater tank, or any defective component part(s), in accordance with the terms of this Limited Warranty, if it fails in normal use and service during the Applicable Warranty Periods. This Limited Warranty will not cover labor expenses or other materials and services required to repair or replace a defective (leaking) water heater tank, or any defective component part(s). The replacement water heater must be a Sun Earth model. The replacement component part(s) must be a SunEarth authorized component part(s). The replacement unit will be warranted only for the unexpired portion of the original unit's Applicable Warranty Period.

EFFECTIVE DATE

The Effective Date of warranty coverage (or the beginning of the Applicable Warranty Periods) is the date of the original installation of the water heater, if properly documented. Otherwise, it is the date of manufacture of the water heater plus thirty (30) days.

APPLICABLE WARRANTY PERIODS

The Applicable Warranty Periods are six (6) years from the Effective Date for the tank and component parts if the water heater is installed in a single-family dwelling. If the water heater is installed anywhere other than a single-family dwelling, the Applicable Warranty Periods will be limited to six (6) year from the Effective Date in all cases.

WARRANTY EXCLUSIONS

This Limited Warranty **will not** cover:

- a) Service trips to your home to teach you how to install, use, or maintain this water heater or to bring the water heater installation into compliance with local building codes and regulations.
- b) Damages, malfunctions, or failures resulting from failure to install the water heater in accordance with applicable building codes/ordinances or good plumbing and electrical trade practices.
- c) Damages, malfunctions, or failures resulting from improper installation or failure to operate and maintain the water heater in accordance with the manufacturer's instructions provided.
- d) Performance problems caused by improper sizing of the water heater or (pertaining to gas models) the gas supply line, the venting connection, or combustion air openings or (pertaining to electric models) electric service voltage, wiring, or fusing.
- e) Damages, malfunctions, or failures caused by improper conversion from natural gas to LP gas or LP gas to natural gas fuel source.
- f) Damages, malfunctions, or failures caused by operating the water heater with the anode rod removed or with modified, altered, or unapproved parts installed.
- g) Damages, malfunctions, or failures caused by misuse, abuse, accident, vandalism, freight damage, fire, flood, freeze, lightning, acts of God, and the like.
- h) Tank failures (leaks) caused by operating the water heater in a corrosive or contaminated atmosphere.
- i) Damages, malfunctions, or failures caused by operating the water heater with an empty, or partially empty, tank (also known as "dry firing").
- j) Damages, malfunctions, or failures caused by operating the unit at water temperatures exceeding the maximum setting of the operating, or high limit, control.
- k) Tank failures caused by operating the water heater when it is not supplied with potable water, free to circulate at all times.
- l) Damages, malfunctions, or failures caused by subjecting the tank to pressures, or firing rates, greater than those shown on the rating label.
- m) Damages, malfunctions, or failures resulting from the use of any attachment, including any energy saving device, not authorized by the manufacturer.
- n) Units installed outside the fifty states (and the District of Columbia) of the United States of America.
- o) Units removed from the original installation location.
- p) Units that have had their rating labels removed. A water heater should not be operated if the rating label is removed.

LABOR, SHIPPING, AND PROCESSING COSTS

This Limited Warranty does not cover any labor expenses for service, repairs, reinstallation, permits, or removal and disposal of the failed water heater, or defective component part(s). All such expenses are your responsibility.

The manufacturer will pay the transportation costs for an "in-warranty" replacement water heater, or "in-warranty" replacement component part(s), to a convenient delivery point (selected by the manufacturer) near the place the original water heater, or original component part(s), is located: such as a local SunEarth location. You must pay any local freight charges, including the cost of returning the failed water heater, or defective component part(s) to a convenient shipping location (selected by the manufacturer): such as a local Sun Earth location.

This Limited Warranty does not cover the cost of any reinstallation materials (pipe, valves, fittings, etc.), special services or equipment (lifts, hoists, cranes, etc.), or building modifications (removal or reinstallation of doors, walls, partitions, etc.) required to repair or replace a SunEarth water heater or component part(s).

The manufacturer does not authorize, recommend, or receive any benefit from any claims processing, delivery or similar fees charged by others to process warranty claims for any SunEarth water heater or component part(s). The manufacturer will not reimburse any party for these, or any other, fees not specifically covered in this Limited Warranty document.

HOW TO OBTAIN WARRANTY CLAIM ASSISTANCE

Any claim for warranty assistance must be made promptly. First, determine if your water heater is "in-warranty" (that is, within the Applicable Warranty Period). You can determine your unit's warranty status by adding its Applicable Warranty Period to its date of original installation. However, if you do not have documentary proof of your SunEarth water heater's date of original installation, its warranty status will be based on its date of manufacture. The first four numeric digits of your water heater's serial number represent the month and year it was made. Add thirty (30) days to the date of manufacture and the Applicable Warranty Period to determine if your unit is "in-warranty". You can also use the Warranty Verification information on the manufacturer's Internet website (www.sunearthinc.com) or call the manufacturer's Customer Service Department (at 909-434-3100) to confirm your water heater's warranty status.

If your water heater is "in-warranty", contact the plumber, or mechanical contractor, that installed it for assistance with the warranty repairs, or replacement, required. You may also select a plumber, or mechanical contractor, from your local Yellow Pages to assist you. The Manufacturer's Technical Service Department is available - by telephone at (909) 434-3100 to assist you in obtaining "in-warranty" service or to answer your questions about the operation or repair of your SunEarth water heater during normal business hours. Be prepared to provide the plumber, mechanical contractor, or Technical Service person you call with the complete model number, the complete serial number, and the date of original installation of your water heater in addition to an explanation of your water heater problem.

If an exact replacement is not available, your local SunEarth location will provide you with the current model of your Sun Earth water heater, or component part(s), or a replacement unit with comparable operating features. If government regulations or industry certification or similar standards require the replacement water heater, or replacement component part(s), to have features not found in the defective SunEarth water heater, or the defective component part(s), you will be charged for the difference in price represented by those required features. If you pay the price difference for those required features and/or to upgrade the size and/or other features available on a replacement new SunEarth water heater, you will also receive a complete new Limited Warranty (with the full Applicable Warranty Period) for the replacement new SunEarth water heater.

The manufacturer reserves the right to inspect, or require the return of, any defective SunEarth water heater or the defective component part(s). Each defective SunEarth water heater replaced "in-warranty" must be made available to the manufacturer (with the rating label and all the component parts intact) in exchange for the replacement Sun Earth water heater. Each defective component part replaced "in-warranty" must be returned to the manufacturer in exchange for the replacement component part.

Warranty compensation is subject to validation of "in-warranty" coverage by the manufacturer's Claims Department personnel.

To obtain warranty compensation for an "in-warranty" defective SunEarth water heater you must provide the manufacturer with: (at the manufacturer's option) either the defective water heater (with the rating label and all the component parts intact) or the complete original rating label (photocopies are not acceptable) removed from the defective water heater; the complete model number and the complete serial number of the SunEarth water heater that replaced the defective unit; and, the date the original water heater failed. You may also be required to provide documentary proof of the defective SunEarth water heater's date of original installation to establish its "in-warranty" status.

To receive warranty compensation for an "in-warranty" defective SunEarth component part, you must provide the manufacturer with: the defective component part; the complete model number and the complete serial number of the SunEarth water heater from which the defective component part was removed; and, the date the defective component part failed. You may also be required to provide documentary proof of the date of original installation of the SunEarth water heater from which the defective part was removed - or the date of purchase of the part (if it was purchased separately) - to establish the "in-warranty" status of the defective component part.

Warranty claim documentation should be taken to your local SunEarth location for processing as soon as possible.