

FREEZE SAFE™ COLLECTOR WARRANTY

Pacific West Solar, Inc. warrants the FREEZE SAFE™ collector when installed by authorized solar heating contractors to be free of defects in materials and workmanship for a period of TEN (10) years from the date of installation. Pacific West Solar, Inc. also warrants the FREEZE SAFE™ collector absorber against freeze damage for a period of FIVE (5) years from the date of installation.

The foregoing is subject to the following terms and conditions.

This warranty pertains to the absorber and collector enclosure only and does not cover failure of components of the mounting hardware, glass breakage or consequential damages that occur as a result of an above stated failure.

If the FREEZE SAFE™ solar collector fails to perform due to defects in materials or workmanship during the warranty period, Pacific West Solar, Inc. will, upon written notification and validation of the complaint by inspection either repair or replace the collector within a reasonable amount of time at no charge. In case of freeze damage (including but not limited to the destruction of shear pins) Pacific West Solar, Inc. shall not be liable for consequential damages as a result of water coming from the damaged collector. In case of freeze damage the homeowner shall be obligated to repair or replace the component(s) that caused the freeze damage in order that this warranty should remain in effect. This warranty shall be declared void if the solar heating system is serviced by anyone other than factory authorized technicians. This warranty and its remedies shall be available to the original purchaser and are transferable to subsequent owners provided that Pacific West Solar, Inc. provides an inspection of the equipment at the time of warranty transfer.

This warranty does not cover damage of any kind resulting from exposure to harmful materials, fire, flood, lightning, hurricane, tornado, hailstorm, windstorm, earthquake or other acts of God, vandalism, explosions, harmful chemicals, aggressive water, corrosion, operation of the collector under excessive pressure, misuse, abuse, failure to provide preventive maintenance, or any other cause beyond the control of Pacific West Solar, Inc.

Any claim hereunder must be presented promptly to Pacific West Solar, Inc. within the warranty period and must make reference to the date of purchase, name of original purchaser, collector serial number and location of installation.

PACIFIC WEST SOLAR, INC. MAKES NO EXPRESS WARRANTIES, EXCEPT SUCH AS SET FORTH HEREIN AND SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE SOLAR COLLECTOR AS COVERED BY THIS WARRANTY. ITS COMPLETE LIABILITY AND THE OWNERS EXCLUSIVE REMEDY BEING LIMITED TO REPAIR OR REPLACEMENT ON THE BASIS STATED HEREIN. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

This warranty gives you specific legal rights and shall be construed under the laws of the State of Arizona.