

# TEN YEAR LIMITED WARRANTY

## AQUATHERM INDUSTRIES SUN-SWIM® & SUNLITE® SOLAR COLLECTORS + HARDWARE

### 1. COVERAGE

This warranty issued by Aquatherm Industries, Inc., hereinafter referred to as "AI", applies to unglazed polymer solar collectors manufactured by it and purchased for use on swimming pools, spas, or hot tubs. It applies only to the first retail buyer on whose premises the equipment is initially installed.

### 2. TEN YEAR LIMITED WARRANTY ON THE SOLAR COLLECTOR

AI warrants that its Sun-Swim® and Sunlite® unglazed polymer swimming pool solar collectors manufactured by it shall be free from defects in material and workmanship, will withstand the effects of freezing weather and will not fail from corrosion or from scale or deposits in the walls of its water passages for a period ten (10) years.

### 3. ONE YEAR HARDWARE WARRANTY

Additionally, AI warrants that all factory-provided hoses, hose clamps, pipe adapters, strapping, end caps, vacuum relief valves, and stainless steel mounting hardware (hereinafter referred to "hardware") shall be free from defects in material and workmanship and will not fail from corrosion or scale for a period of one (1) year from the date of initial installation.

### 4. WHAT IS NOT COVERED BY THIS WARRANTY

- A. AI will not be responsible for your costs associated with the repair, removal, or installation for claims which are covered by this warranty.
- B. AI will not be responsible for your costs associated with the investigation or analysis of an alleged defect or any repair charges for claims which are not covered by this warranty.
- C. This warranty does not apply to solar collectors which, by AI's exclusive review and inspection, are determined to have not been installed and maintained in strict compliance with AI's installation and operating manuals and instructions and/or applicable ordinances or codes.
- D. This warranty does not apply to conditions resulting from misuse, neglect or accident, or to solar collectors or hardware which have been damaged by extraordinary or abnormal weather conditions or other cause, thing, person or act of God.
- E. This warranty does not apply to any solar collector which has been damaged by internal freezing if any applicable AI installation, operation and maintenance instructions have not been observed.
- F. This warranty does not apply to conditions resulting from attempts at repair or alteration by anyone other than a person authorized by AI to do such repairs or alterations.
- G. This warranty does not apply to any solar collector or hardware on which the serial number/date code marking has been altered, effaced, or rendered illegible.
- H. No particular level of thermal performance or savings in fuel costs is warranted.
- I. This warranty does not cover any component or part which is not supplied by AI.
- J. AI, its distributors, or its Dealers will not be liable for consequential damages such as damage to your house or property, inconvenience, loss of time or use of your solar heating system as a result of your use of the product or any breach of this warranty. Some states do not allow the disclaimer of consequential damages so this exclusion may not apply to you.
- K. AI shall not be liable for any implied warranties of merchantability or fitness for a particular purpose. The only obligations of AI are as set forth in this written warranty.

### 5. WHAT YOU MUST DO TO OBTAIN COVERAGE UNDER THIS WARRANTY

Registration at [www.aquathermsolar.com/register](http://www.aquathermsolar.com/register) is not a condition precedent to coverage under this warranty, but doing so may eliminate the need to establish further proof of purchase.

To obtain service on the solar collector or other covered components as described in this warranty, you must notify the installing Dealer or the AI authorized service center and give the specific nature of the defect or malfunction within thirty (30) days from the discovery of any defect. Notice must be in writing or acknowledged in writing by the Dealer. Failure to provide notification within thirty (30) days after discovery of the defect may be deemed a waiver of the warranty in certain states. To verify that the warranty is still in effect you must furnish evidence of the date of completion of installation to the AI Dealer. If you are unable to provide AI with proof of date of installation, the basis for determining warranty eligibility will be based on the manufacturing date of the solar collector or hardware. For location of the nearest authorized Dealer, contact Customer Service at Aquatherm Industries, 1940 Rutgers University Blvd., Lakewood, New Jersey, 08701, USA or by e-mail at [customerservice@warmwater.com](mailto:customerservice@warmwater.com) or by phone at (732) 905-9002.

### 6. WHAT A.I. WILL DO

If a collector defect becomes evident within five (5) years from the date of initial installation, or hardware defect becomes evident within one (1) year from the date of initial installation, AI will provide a repair method, or at its option replace the solar collector or hardware within a reasonable time and without charge for parts. If a collector defect becomes evident after the fifth (5) year until ten (10) years from the date of initial installation, and AI opts to replace any collector, the purchaser shall pay to AI, its Distributor, or Dealer fifty percent (50%) of the published list price of the collector in effect at the time the defect is discovered.

AI will be responsible only for the cost of the replacement part. Should a warranty claim not be processed through a Dealer, then the consumer must return the defective part prepaid to AI. If the part is found to be defective, then AI will pay for shipping costs back to the consumer.

### 7. NO OTHER EXPRESS WARRANTIES

This warranty is compliant with the Magnuson-Moss Warranty Act of 1975 and is the only warranty that will be given to you. No other product warranty whether written or verbal, shall be binding on Aquatherm Industries, its Distributors or its Dealers. The relationship between the parties is that of buyers and sellers. Neither party shall have the right to bind the other contractually in any respect whatsoever nor be considered the agent or representative of the other.

### 8. WHAT TO DO IF THERE IS A QUESTION REGARDING THIS WARRANTY

Your satisfaction and good will are of primary concern to Aquatherm Industries. In the event a warranty matter is not handled to your satisfaction, the following steps are suggested:

1. Discuss the problem with the management of your Dealer.
2. Contact the Customer Service Manager at Aquatherm Industries, Inc. at (732) 905-9002 or by email at [customerservice@warmwater.com](mailto:customerservice@warmwater.com)

• • • REGISTER ONLINE AT [WWW.AQUATHERMSOLAR.COM/REGISTER](http://WWW.AQUATHERMSOLAR.COM/REGISTER) • • •

Dealer:		Date Installed:	
Collector Serial Numbers (include brand prefix – eg. "XX123456"):	1)	2)	
3)	4)	5)	
6)	7)	8)	
9)	10)	11)	
12)	13)	14)	