



ALTERNATE ENERGY TECHNOLOGIES, LLC, FULL FIVE-YEAR WARRANTY ON THE EAGLESUN™ “DB” & “DX” DRAINBACK RESERVOIRS

1. SCOPE OF COVERAGE

This warranty applies to a new drainback reservoirs purchased by the end user. The warranty covers the reservoir as a whole including all of its components and parts. It extends to the first buyer and to any subsequent owners of the system for a total of Five (5) years.

2. WARRANTY ON THE DRAINBACK RESERVOIR

Alternate Energy Technologies, LLC (AET) warrants fully its drainback reservoir to be free from defects in both material and workmanship for a total period of five years from date of installation acceptance by the original owner. If a failure does occur during the warranty period, AET will provide a new part, or at AET's option, have repaired any part of the reservoir. Original parts must be returned to the manufacturer for evaluation and warranty disposition. A new warranty shall apply to any replacement part, but shall be limited in time to the remainder of the original warranty period. This warranty applies to drainback reservoirs installed for use as a heat collection device to provide energy for use in medium temperature range applications (110 to 210 degrees Fahrenheit) only.

3. SERVICE LABOR RESPONSIBILITY

This warranty covers labor expenses for removal and reinstallation. AET will pay up to sixty dollars (\$60.00) for such expenses.

4. SPECIFIC CONDITIONS

The EagleSun™ - “DB” & “DX” Drainback Reservoirs are designed as storage vessels for heat transfer fluids used in solar domestic water heating systems. The reservoir is classified as a non-pressurized vessel and **should not** be installed in a pressurized plumbing loop. The reservoir **should not** be opened to the atmosphere while the system is operational or while the heat transfer fluid is hot. Damage, as a result of such, either to person or property, is not covered under this warranty and shall not be the responsibility of AET.

5. WARRANTY EXCLUSIONS:

A. This Warranty Will Not Apply To The Following Exclusions

- 1) To defects or malfunctions resulting from failure to properly install, operate or maintain the reservoir.
- 2) To damage from abuse, accident, fire, flood, hail, wind or other acts of God.
- 3) To failure which occurs due to damage caused by inappropriate heat transfer fluids.
- 4) If the drainback reservoir is moved from the original installation location.
- 5) When the drainback reservoir is installed as a component in a pressurized plumbing loop.
- 6) When the drainback reservoir is open to the atmosphere while running or when hot.

B. Limitation on Exclusion from Coverage

Conditions that may occur in the normal operation of the drainback reservoir shall not be invoked by AET to reduce the coverage of this warranty.

6. OTHER RIGHTS AND REMEDIES

A. Consequential and Incidental Damages. AET shall no be liable for:

- 1) Consequential damages to the drainback tank in which an improperly functioning component or part is installed, and
- 2) Incidental expenses incurred to repair or replace, as necessary, any component or part injured as a result of such breach.

B. No Other Expressed Warranties

Unless otherwise explicitly agreed in writing, it is understood that these are the only written warranties given by AET, and AET neither assumes nor authorizes anyone to assume for it any other obligations or liability in connection with the drainback tank.

C. Implied Warranties

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

D. Right to Arbitration

Any dispute between the buyer and AET pertaining to this warranty may, at the option of the buyer, be resolved by arbitration according to the rules of the American Arbitration Association.

E. Right to Indemnity

AET will fully indemnify a licensed contractor who installs the drainback tank and gives a written warranty, in the amount of any liability to the buyer under such warranty or a breach that is also a breach of the manufacturer's warranty to the buyer.