



## WARRANTY

*Congratulations on buying an ITS Solar product! We are confident that our products will provide many years of trouble free service.*

ITS Solar provides the various warranties set forth in this document subject to the terms, conditions and exclusions provided for herein.

1. ITS 1.5 and 2m Square Flat plate solar collectors.

ITS Solar hereby warrants that for Five (5) years from the date of the delivery of any solar collector in this series to the customer, the collector shall be free from manufacturing defects resulting in:

- a) Leakage of heat transfer fluid
- b) Loss of heat transfer properties

The warrantee excludes:

- a) Leakage from inlet or outlet connection to header.
- b) Defects caused by pressure exposure of more than 6bar to the unit
- c) Defects caused by exposure to flow rates exceeding 15L/min.
- d) Defects caused by freezing of the liquid contained in the flat plate unit.
- e) Leakage of the Flat plate as a clear result of metallic corrosion.
- f) Poor heat transfer, excessive pressure drop or blockage as a result of scale formation.
- g) Installations of more than 2 flat plates in series without flexible connections at least once every second Collector.

For a customer to make a claim, the following conditions must be met:

- a) Customer must provide ITS Solar with a dated photo of the claimed defect.
- b) The product that is the subject of the warrantee claim must be kept in storage for no less than ninety (90) days and made available for inspection by ITS Solar or its designated inspector.

### **Qualifications regarding Warrantee.**

The warranties of the various products set forth in this Policy shall not apply if:

- a) Breaches of warranty result from any use of a product for any purpose other than its ordinary purpose, as well as any neglect, accident, or ordinary wear and tear, or from damage from transport, handling, or any act of God or other Force Majeure.
- b) Breaches of warranty result from internal freezing of pipes.
- c) Breaches of warranty result from installation that is not in accordance with ITS Solar's installation and operation manual in effect on the date when the product is sold to the customer, including, without limitation, any misaligned or non-leveled frame, or instructions and/or all relevant standards, codes of practice, electrical wiring and safety regulations and any regional authority regulations.

- d) Damage resulted from the failure of mounting brackets, fasteners or, nails or, straps or other components for mounting that are either not supplied by ITS Solar or not fastened according to the instructions supplied by ITS Solar.
- e) Damage resulted because of failure to fasten the product to structurally sound material, resulting in the significant movement or vibration of the product.
- f) Any component of the system is damaged as a result of exposure to wind speeds exceeding 100km/h.
- g) The product is exposed to environmental conditions or mechanical forces that exceed the levels that component materials can be reasonably expected to withstand.
- h) The defect part, accessory or component of the product was not manufactured by ITS Solar.
- i) The Product is opened or structurally altered in any way.
- j) If any maintenance or repair is performed to the product by un-authorized persons.
- k) The product is relocated from its original point of operation.
- l) The solar collector is left dry (no liquid circulation) and exposed to daily sunlight for a period of time exceeding 15 consecutive days.

### **Remedies for the breach of Warrantee**

A customer will notify the ITS Solar dealer or distributor from whom it purchased a product promptly in writing of any alleged defect in that product. The dealer/distributor will investigate the defect to determine if it is covered by the warrantee and report its findings to ITS Solar. Based upon such review, ITS Solar will have the right in its sole and absolute discretion to determine whether or not the defect violates the applicable warrantee. The customer's sole and exclusive remedy with the respect to any breach of any warranty (as determined by ITS Solar in its sole discretion) by a product during the applicable warrantee period will be the repair or replacement of the product by a designee of ITS or, in ITS's sole discretion a refund of the purchase price of the product to the customer. These remedies will be provided within a reasonable time and without additional charge. ITS will not be responsible for any costs or expenses associated with the investigation or analysis of an alleged defect or any repair charges for services to the products that is not covered hereby. ITS's total liability to the customer with respect to any product shall be limited to customer's purchase price of the product. ITS will not be liable to any party, including the customer, for any consequential, exemplary, incidental, indirect, liquidated, punitive, special, speculative or other similar damages, including, without limitation, any damages to property or cost of replacement goods, resulting from any breach of warrantee by a product or any product defect. This paragraph sets forth a customer's sole and exclusive remedy with respect to any product, and customer shall not have any other remedy or remedies at law, in equity or otherwise.

### **No Other Warranties.**

Except to the extent expressly provided for in this policy, ITS hereby expressly disclaims and excludes any and all representations and warranties, whether written or oral, whether expressed or implied, whether arising by contract, at law, in equity, by strict liability, or otherwise, with respect to the products, including, but not limited to, any warrantee of merchantability, any warrantee of fitness for a particular purpose, any warrantee against redhibitory defects, and any warrantee against infringement of third party intellectual property rights under the laws of any jurisdiction, including, without limitation, any patents, trademarks, or copyrights.



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