



ALTERNATE ENERGY TECHNOLOGIES, LLC (AET) FULL TEN YEAR WARRANTY ON THE MORNING STAR™ & EAGLESUN™ SOLAR COLLECTORS

1. SCOPE OF COVERAGE

This warranty applies to a new solar collector purchased by the end user and installed per the manufacturer's specifications. The warranty covers the collector 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 Ten (10) years.

2. WARRANTY ON THE COLLECTOR

Alternate Energy Technologies, LLC (AET) warrants fully its solar collectors to be free from defects in both material and workmanship for a total period of ten 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 collector. 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 collectors installed for use as a heat collector 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 one hundred dollars (\$100.00) per collector for such expenses.

4. ABSORBER SURFACE

AET warrants fully for a period of ten years against degradation of the absorber surface which would significantly affect the collector performance.

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 collector.
- 2) To damage from abuse, accident, fire, flood, hail, wind or other acts of God.
- 3) To glass breakage.
- 4) To collector failure which occurs due to damage caused by heat transfer fluids.
- 5) If the collector is moved from the original installation location.
- 6) When the collector is installed as a roof membrane or as an integral part of an existing roof membrane.
- 7) To damage cause by freeze. All collectors are to be mounted vertically and sloped per installation instructions in order to be completely void of fluid when drained.

B. Limitation on Exclusion from Coverage

Conditions that may occur in the normal operation of the collector 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 not be liable for: (1) Consequential damages to the system in which the improperly functioning collector is installed, and (2) Incidental expenses incurred to repair or replace, as necessary, any other obligations or liability in connection with the collector.

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 collector.

C. Implied Warranties

This warranty gives you specific legal rights, and you may also have other rights which 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 in the state installed according to the rules of the American Arbitration Association.

E. Right to Indemnity

AET will fully indemnify a licensed contractor who installs the collector and gives a written warranty as required by the California Solar Tax Credit Regulations, in the amount of any liability to the buyer under such warranty for a breach that is also a breach of the Manufacturer's warranty to the buyer.

F. Filing a Claim

All claims should be filed with the contractor or the Dealer from whom the collector was purchased. If unable to do so, please contact: