

## **Heliotrope Thermal Limited One Year Warranty and Limited Subsequent Nine Year Warranty**

Heliotrope Thermal expressly warrants the Delta-T product (Products) to be free from defects in material and workmanship, and malfunctions and failure to perform, under normal use and service, for a period of one (1) year from date of installation, provided that said products have been installed in accordance with Heliotrope Thermal's Installation Instructions. This warranty applies to the first retail buyer and to any subsequent owners.

In the event that evidence cannot be provided to indicate the date of installation, then the period of time shall be eighteen (18) months from the date of manufacture.

If a defect in material or workmanship becomes evident within one (1) year, Heliotrope Thermal will repair, or, at Heliotrope Thermal's option, replace the defective product within a reasonable time and without charge for parts, transportation within the U.S. or labor. In such event, the duration of this warranty is extended while the product is not functioning.

If the Product contains a defect which cannot be repaired after a reasonable number of attempts to do so, you, the buyer, may elect either a refund of its purchase price, or a replacement without charge. A replacement may consist of a new or factory rebuilt Product of at least the same quality. A new warranty shall apply to any replacement.

To obtain service on the Product, just notify Heliotrope Thermal by phone at 510-237-9614, or by letter to 4910 Seaport Ave., Richmond, CA, 94804, or the installing contractor. Provide proof of purchase and date. Should service be requested and no defect found in the Product, then a reasonable charge will be made for the service.

In no event shall Heliotrope Thermal be liable for the following: 1. Conditions resulting from a defect in a component or part which is not part of the Heliotrope Thermal Product. 2. Conditions resulting from a significant departure from Heliotrope Thermal's Installation Instructions. 3. Conditions resulting from any misuse, abuse, negligence, weather damage, accident or alteration. 4. Consequential damages such as damage to your property, loss of time, inconvenience or loss of use of the Product or any incidental expenses resulting from any breach of the express warranty. Conditions that may occur in the normal operation of the Product shall not be invoked by Heliotrope Thermal to reduce or defeat the coverage of this warranty.

Heliotrope Thermal's liability under this warranty shall be in lieu of all warranties of fitness and in lieu of all warranties of merchantability. Heliotrope Thermal shall not be liable for any incidental or consequential damages covered by a defective product. The maximum liability under this warranty shall not exceed the contract price of the Product. Some states do not allow the exclusion or limitations of incidental or consequential damages, and some states do not allow limitations on implied warranties, such as that of fitness and of merchantability. Therefore the above exclusions and limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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

In addition to the preceding warranty, Heliotrope Thermal warrants the Product when a defect becomes evident after the first year warranty has expired. Heliotrope Thermal will repair or replace the defective Product for a reasonable charge, not to exceed 40% of the most recent List Price of the identical Product or its successor at the time of return, during the next four (4) years, and for a reasonable charge, not to exceed 50% of the most recent List Price of the identical Product or its successor at the time of return, during the next five (5) years. The Product should be returned, freight prepaid, to Heliotrope Thermal, 4910 Seaport Ave., Richmond, CA., 94804, along with the proof of installation date. If this proof is not provided, the date of manufacture will be used. Should required service fee not be included with return or should defect be caused by a significant departure from Heliotrope Thermal's Installation Instructions, misuse, abuse, negligence, weather damage, accident or alteration, the replacement will be returned C.O.D. with appropriate reasonable service and shipping charges.