

**FAFCO INCORPORATED (“FAFCO”)
TWENTY-FIVE YEAR LIMITED WARRANTY
FOR THE CoolPV® SOLAR THERMAL COLLECTOR**

435 Otterson Drive
Chico, California 95928
Phone (530) 332-2100

1. **SCOPE OF COVERAGE.** This limited warranty applies only to new CoolPV® solar collectors (“Collectors”) manufactured by FAFCO, Inc. This limited warranty does not apply with respect to the solar PV modules associated with the thermal Collectors. The solar PV modules are provided by SolarWorld Americas Inc. (“SolarWorld”) and are covered pursuant to a separate limited warranty for the solar PV modules, the terms and conditions of which are set forth in the SolarWorld Sunmodule Plus warranty.

2. **TWENTY-FIVE-YEAR LIMITED PARTS OR REPLACEMENT WARRANTY.** FAFCO warrants to the original end-user purchaser (“Buyer”) of a FAFCO CoolPV® Solar Collector that the thermal Collector will be free from defects in materials and workmanship for a period of up to twenty-five(25) years from the completion of its initial installation when used under normal application and service conditions for approved thermal applications and installed in strict accordance with FAFCO’s installation instructions, subject to the terms, conditions, and limitations described below. If a thermal Collector fails to conform to this limited warranty during the first (10) year period of the limited warranty, then FAFCO will provide to the original Buyer the necessary replacement parts or at its option will replace the defective thermal Collector with a new thermal Collector of at least the same quality, within a reasonable time period. If a thermal Collector fails to conform to this limited warranty during the remaining (15) year period of the limited warranty, FAFCO will replace or, at its option, repair a thermal Collector that is defective in material or workmanship at a cost to the original Buyer of 50% of FAFCO’s then current published list price. Replacement parts and units will be subject to the same limited warranty and original term as the original part or unit and the warranty period is not extended beyond the original term in the event of a repair or replacement. All replaced parts and units will become the property of FAFCO. This limited warranty does not include the costs of installation, removal, transportation or any other related labor costs or costs resulting from the lack of operation of the thermal Collector, the costs of which are the sole responsibility of the Buyer. This limited warranty is not assignable and applies only to the original Buyer while at the location of original installation. This limited warranty terminates upon the first to occur of a change in ownership of the premises at which the thermal Collector was originally installed or the removal of the thermal Collector from its original location of installation. As noted above, this limited warranty does not cover the solar PV modules or any products or component parts other than the thermal Collectors.

3. **LIMITATIONS AND EXCLUSIONS TO WARRANTY COVERAGE.**
 - A. **IMPROPER INSTALLATION, TRANSPORTATION OR HANDLING.** Installation, transportation and handling must be performed with care and in strict compliance with FAFCO’s instructions. The FAFCO limited warranties do not apply to any thermal Collector that has been damaged through or as a result of improper installation, application, transportation or handling. Although it is not necessary in order to validate your warranty coverage it is recommended that the thermal Collector be registered on FAFCO’s online warranty registration platform.

 - B. **MAINTENANCE AND REPAIR.** The thermal Collector must be properly and routinely maintained in a reasonable manner and in accordance with FAFCO’s maintenance instructions. Improper or incorrectly performed maintenance or repair voids all FAFCO warranties. If it appears to you that any warranted component or part is not functioning properly, promptly notify

FAFCO or FAFCO's authorized dealer or distributor in your area. Early attention to a minor problem may help avoid serious problems later.

- C. **NEGLIGENCE, ABUSE, MISUSE, ALTERATIONS OR ACCIDENT.** The thermal Collector must be operated in strict accordance with FAFCO's operating instructions. Damage due to negligent use or storage, or abuse, accident, vandalism or misuse of a thermal Collector will void warranty coverage. FAFCO thermal Collectors are not warranted for any use other than their intended use in accordance with FAFCO's operating instructions. Any failure to use the thermal Collector for its intended use and in accordance with FAFCO's operating instructions will void the warranty. The limited warranties do not cover damage due to alterations, vandalism, accidents, lightning, flood, fire, freeze, other abnormal weather conditions, or acts of God.
- D. **ORDINARY WEAR AND TEAR.** FAFCO warranty coverage does not apply to ordinary wear and tear or to the normal effects of exposure to weather conditions over time. The limited warranties do not cover conditions that may occur over time or in the normal operation of the system. Normal fading and minor deterioration of exterior surfaces resulting from exposure to the elements are specifically not covered unless the fading is the result of a defect in materials or workmanship and affects actual performance of the thermal Collector.
- E. **OTHER EQUIPMENT.** The FAFCO limited warranties do not apply to conditions resulting from a defect in any hardware, accessories, or parts that are not normal components of the FAFCO thermal Collector or to the installation of any such hardware, accessories or parts.

4. **WARRANTY REPAIR AND SERVICE.**

- A. **WARRANTY SERVICE.** Warranty repair and service will be provided by a FAFCO authorized dealer or distributor in your area. This will ordinarily be the dealer or distributor from whom you purchased your solar thermal Collector. If there is no authorized dealer or distributor in your area you may contact FAFCO directly at (530) 332-2100 to arrange for warranty service. To verify that your limited warranties are still in effect, you must furnish proof of purchase, the date and location of installation, and verify that the installation was performed in strict compliance with FAFCO's installation instructions. The FAFCO limited warranties do not cover any transportation costs or any costs of installation, removal or reinstallation.
- B. **IF REPLACEMENT IS REQUIRED.** Warranty replacement will be made by a FAFCO authorized dealer or distributor in your area. This will ordinarily be the dealer or distributor from whom you purchased your solar thermal Collector. If there is no FAFCO authorized dealer or distributor in your area, you should contact FAFCO to obtain a return materials authorization and then return the thermal Collector for warranty service to FAFCO at its facility at 435 Otterson Drive, Chico, California 95928 with proof of warranty coverage. FAFCO then will promptly repair or replace the defective solar thermal Collector and will return it to you. The FAFCO limited warranties do not cover any transportation costs or any costs of installation, removal or reinstallation.

5. **NO OTHER EXPRESS WARRANTIES; SEVERABLE TERMS; GENERAL LIMITATION.** Unless otherwise explicitly agreed to in writing by FAFCO, it is understood that the FAFCO limited warranties described above are the only written warranties given by FAFCO. FAFCO neither allows nor authorizes any person or company (including FAFCO dealers and distributors) to extend any warranties, obligations or liabilities on behalf of FAFCO or in connection with FAFCO products other than as described in the above express written warranty. FAFCO IS NOT LIABLE FOR DAMAGE TO PROPERTY, LOST PROFITS, INJURY TO GOODWILL OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM ANY DEFECTIVE SOLAR COLLECTOR, ANY BREACH OF THE ABOVE EXPRESS

WARRANTIES, OR FOR ANY NEGLIGENCE BY IT OR ITS DEALERS OR DISTRIBUTORS. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion or limitation may not apply to you. The above warranty gives you specific legal rights, and you may also have other rights which vary from state to state. If any provision or part of the FAFCO limited warranties are held to be invalid, void or unenforceable, such holding will not affect any other portion or provisions of the FAFCO limited warranties and all other terms and conditions shall remain in effect to the fullest extent permitted by law. All terms and conditions of these FAFCO limited warranties are severable. FAFCO is not responsible for any delay or non-performance due to war, riot, strikes, or other events beyond its reasonable control, including but not limited to events or conditions not reasonably known or understood at the time of sale.

6. **NO WARRANTY AS TO PERFORMANCE LEVELS.** FAFCO makes no warranty as to the specific level of performance of its solar thermal Collectors, any resulting fuel savings, or any particular temperature or level to which the water will be heated.
7. **CHOICE OF LAW.** This limited warranty and the rights and responsibilities granted hereunder are governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions.