

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

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warranty@fafco.com

1. **SCOPE OF COVERAGE.** This limited warranty applies only to new CoolPV solar collectors (“Collectors”) manufactured by FAFCO, Inc. and installed by an authorized FAFCO dealer; provided such Collectors are registered by serial number with FAFCO by the authorized dealer. This limited warranty does not apply with respect to the solar photovoltaic (PV) modules associated with the thermal Collectors. The solar PV modules are provided by Canadian Solar Inc. (“Canadian Solar”) 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 Canadian Solar 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 ten (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. If a thermal Collector fails to conform to this limited warranty during the remaining fifteen (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 provisions and term as the original part or unit. 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.

 - 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's authorized dealer or distributor in your area.

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 conditions arising from ordinary wear and tear or that may occur in normal operations over time or to the normal effects of exposure to weather conditions over time. 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.

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. Further, any failure of the Collector due to the PV module is not covered under this warranty.

4. WARRANTY REPAIR AND SERVICE.

A. WARRANTY SERVICE. Warranty repair and service will be provided by a FAFCO authorized dealer 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 via email at warranty@FAFCO.com 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.

B. IF REPLACEMENT IS REQUIRED. Warranty replacement will be made by a FAFCO authorized dealer 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 via email at warranty@FAFCO.com to obtain a return materials authorization (RMA). Once you have an RMA, you can 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.

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. 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 IMPLIED WARRANTIES OR WARRANTIES AS TO PERFORMANCE LEVELS.** Except as expressly set forth herein, the Collectors are provided on an “as is” basis and “with all faults;” there are no warranties of any kind, express or implied, including but not limited to, any warranty of title, of merchantability or fitness for any particular purpose, compatibility, security or accuracy; and there are no warranties as to the specific level of performance of the solar Collectors, any resulting fuel savings, or any particular temperature or level to which the water will be heated. In any case where an implied warranty cannot be disclaimed by law or is otherwise found to have been made, the expiration of such implied warranty shall occur simultaneously with the expiration of the express limited warranty granted herein. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
- 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 law’s provisions.