

EZ Heat

SWIMMING POOL SOLAR HEATING SYSTEM Limited Four Year Warranty

HARTER INDUSTRIES, Inc. ("HI") WARRANTS THE SWIMMING POOL SOLAR HEATING SYSTEM MANUFACTURED BY IT TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF FOUR (4) YEARS FROM THE DATE OF PURCHASE BY THE ORIGINAL OWNER ("CONSUMER"). IF HI RECEIVES NOTICE OF SUCH DEFECTS WITHIN THE WARRANTY PERIOD. IT WILL EITHER, AT ITS OPINION, REPAIR OR REPLACE ANY SYSTEM WHICH IS PROVEN TO BE DEFECTIVE. SUBJECT TO THE FOLLOWING EXCEPTIONS AND CONDITIONS.

THE ABOVE LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. HI makes no warranty as to the performance of its solar system as to any particular temperature level to which the pool water will be heated, since this depends upon the amount and intensity of sunlight and other variable factors which are impossible to predict and which cannot be controlled.
2. Whenever possible, warranty service will be provided by the dealer that originally sold the solar system. If this is not possible, HI should be notified in writing as soon as possible after the fault condition is discovered. Consumer is responsible for any expenses of removal and reinstallation of the system and any shipping costs. None of such costs are covered by this Limited Warranty and HI is not liable for them. Consumer must also furnish proof of purchase.
3. This limited Warranty shall not apply to any solar system which has been subject to misuse, neglect or accident or which has been damaged by winds or other cause, thing, person or act of God, not to any solar system unless it was installed and operated in strict

accordance with HI's instructions contained in its Installation Manual nor to any solar system which has been subject to damage in transit, deterioration or installation.

4. HI makes no warranty either expressed or implied as to the life of connecting hoses supplied with the EZ Heat Deluxe and the EZ Heat Basic Connection Kit.
5. This Limited Warranty runs exclusive to the original Consumer. HI makes no warranty, either expressed or implied to any subsequent user of the system.
6. This is the only warranty given by HI with respect to this solar system. In no event shall HI be liable for damage to property or any other special incidental or consequential damage resulting from any faulty solar system or any breach of the above express warranty, for negligence or otherwise, whether based on contract, text or any other legal theory. Some states or provinces do not allow the exclusion or limitation of consequential damages so the above limitation or exclusion may not apply to all Consumers. This warranty gives you specific legal rights and you may also have other rights, which vary, from state to state, or province to province.
7. If any warranty matter is not handled to the satisfaction of Consumer by the selling dealer, Consumer should contact, in writing the individual named below.

CUSTOMER SERVICE MANAGER
HARTER INDUSTRIES, INC.
P.O. BOX 502, HOLMDEL, NJ 07733