

ProgressivTube LIMITED

TEN YEAR CONSUMER WARRANTY

1. WHAT IS COVERED BY THIS WARRANTY.

The ProgressivTube Passive Solar Water Heater (Product) is warranted by Thermal Conversion Technology (the Manufacturer), to be free of defects, materials and workmanship and from damage due to freezing, corrosion, and overheating for a period of Ten years from the date of original purchase, subject to the conditions, limitations, and exclusions set forth below. This warranty applies to the original purchaser and to all subsequent owners during the warranty period.

2. WHAT IS NOT COVERED BY THIS WARRANTY.

This warranty does not apply to:

- (a) Conditions resulting from a defect in a component or part which is not part of the product or manufactured by the Manufacturer.
- (b) Conditions resulting from a significant departure from the Manufacturer's Installation and Operation Manual or Owners Manual, including any violation of use restrictions expressed therein.
- (c) Corrosion that is caused by operating the Product with any fluid other than potable domestic water. Specifically, water must meet EPA Standards for Potable Drinking water and have PH maintained between 7.0 and 9.0 at all times.
- (d) Conditions which result in excessive scale build-up within the Product.
- (e) Conditions which cause flow velocities in the Product to exceed 5ft/second.
- (f) Conditions resulting from failure to provide reasonable and necessary maintenance in accordance with the Owners Manual, including failure to drain the Product in the event of outdoor air temperatures below 10° F.
- (g) Conditions resulting from any misuse, abuse, negligence, accident, disassembly, or alteration.
- (h) Normal fading and minor deterioration of exterior surfaces resulting from exposure to the elements, except for conditions that significantly affect performance.
- (i) Breakage of glass.
- (j) Conditions resulting from improper storage procedures before installation. Improper storage procedures may consist of but not limited to storage in any position other than horizontal with glass up and back sheet down.
- (k) Conditions resulting from improper draining or filling.

3. FIVE YEAR FULL WARRANTY.

During the first five years of the warranty period, the Manufacturer will repair the Product using either new or used parts within a reasonable time and without charge for materials, labor, or transportation. If the Manufacturer is unable to repair the Product after a reasonable number of attempts as determined by the Manufacturer, the Manufacturer will provide either a refund for the purchase price or a replacement Product at Manufacturer's option.

4. FIVE YEAR LIMITED WARRANTY.

During the remaining five years of the warranty period, the Manufacturer will repair the Product using either new or used parts within a reasonable time and without charge for materials. The purchaser of the Product will be charged for any labor and/or transportation required for an on site diagnosis and the removal, repair and reinstallation of the required material.

5. HOW TO OBTAIN WARRANTY SERVICE.

To obtain warranty service on the Product, notify the Manufacturer by telephone or letter and verify that the warranty is still in effect by giving identification of the equipment by model number and serial number, date of completion of the installation and the nature of the warranty problem. Service will be provided by the Manufacturer, or a person, dealer or distributor designated by it. This will ordinarily be the company from whom the Product was purchased.

6. LIMITATION OF OTHER WARRANTIES.

The warranty given in paragraph 1 is the exclusive express warranty on the Product and is given in place of all other warranties. No warranty of merchantability or fitness for a particular purpose shall apply. The agents, dealers and employees of the Manufacturer are not authorized to make modifications to the warranty or additional warranties that are binding on the Manufacturer. Accordingly, additional statements do not constitute warranties and should not be relied on by the purchaser. The implied warranties given by State law are limited in duration to not more than the time specified in paragraph 1 or one year, whichever is longer. Some states do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you.

7. LIMITATION OF LIABILITY FOR DAMAGES.

In any case the Manufacturer shall not be liable for special, incidental or consequential damages arising from breach of warranty, breach of contract, negligence, strict liability or any other legal theory without limitation: damages for loss of profits or revenue; loss of use of the Product or any associated equipment or property; cost of capital; cost of any substitute product, equipment, facilities or services; loss of enjoyment of the Product; or expenses caused by its inoperable condition. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

8. WARRANTY RIGHTS.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

9. THIS IS A LIMITED WARRANTY.