

LIMITED TEN (10) YEAR WARRANTY (the "Warranty" or the "Warranties")

For the Viessmann Vitosol – Flat Panel and Vacuum Tube Solar Heating Systems

ATTENTION MECHANICAL CONTRACTOR

This Warranty is provided by Viessmann for the benefit of only the first purchaser at retail (the "Original Owner") of the Viessmann Vitosol – Solar Heating System including, without limitation, the solar collectors (the "Solar Collectors"), controllers, and solar system accessories (the "Solar System") on the original site of installation (the "Site of Original Installation") and should be given to the Original Owner or placed in clear view on or near the Solar System.

ATTENTION ORIGINAL OWNER OF SOLAR SYSTEM ON SITE OF ORIGINAL INSTALLATION

This Warranty provides specific legal rights. You may have other rights which vary from Province to Province in the Dominion of Canada and from State to State in the United States of America.

The specific rights in this Warranty shall be conditional upon: (a) the proper installation of the Solar System (as hereinafter defined) by a certified mechanical contractor or installer whose principal occupation is the sale and installation of heating, plumbing, air conditioning equipment and/or solar equipment and who is properly certified and trained under all relevant or applicable laws of the local jurisdiction in which the Solar System is installed (the "Certified Contractor"); and (b) proper operation and maintenance by a Certified Contractor in accordance with the Solar System Maintenance Intervals (as defined herein). Installation by an uncertified or unqualified contractor or installer, the improper maintenance, operation, misuse or abuse of a Solar System or failure to record the serial numbers of the Solar System (including, without limitation, serial numbers, if any, of solar collectors and/or controllers) shall void this Warranty in whole or in part.

**TERMS AND CONDITIONS OF WARRANTY
LIMITED TWO (2) YEAR WARRANTY**

Viessmann warrants that the Solar System controls and other Solar System accessories designated by Viessmann as standard equipment shall be free of defects in material and workmanship for TWO (2) YEARS from the Date of Original Installation (as hereinafter defined) of the Solar System.

Repair or replacement of parts determined by Viessmann to be defective in material or workmanship will be made during the period of TWO (2) YEARS from the date of original installation in accordance with the WARRANTY SERVICE PROCEDURE hereinafter described, provided this Warranty has not otherwise been voided.

LIMITED TEN (10) YEAR WARRANTY FOR THE COLLECTORS OF THE SOLAR SYSTEM

Viessmann warrants that the flat panel or vacuum tube Solar Collector(s) of the Solar System shall be free of defects in material and workmanship for TEN (10) YEARS from the Date of Original Installation.

During the first FIVE (5) years of this particular Warranty Period of any originally installed Solar Collector and during the full TEN (10) year Warranty Period of any originally installed flat panel Solar Collector, repair or replacement will be made in accordance with the WARRANTY SERVICE PROCEDURE hereinafter described (the "Warranty Period(s)") to Solar Collector components determined by Viessmann to be defective in material and workmanship.

During the last FIVE (5) years of the Warranty Period of any originally installed vacuum tube Solar Collector determined by Viessmann to be defective in material and workmanship repair or replacement will be made in accordance with the WARRANTY SERVICE PROCEDURE hereinafter described, provided the Original Owner pays fifty percent (50%) of the current list price of the component.

COMMENCEMENT OF WARRANTY PERIODS

The Warranty Period shall commence on the date the Solar System has been installed the "Original Date of Installation").

In the event of dispute as to the Date of Original Installation, the shipping date of your Solar System, as recorded in the books and records of Viessmann, from the Viessmann assembly facility, warehouse, depot or showroom to the Certified Contractor or a wholesaler or dealer, as the case may be, authorized by Viessmann (an "Authorized Distributor") shall be deemed to be the Date of Original Installation and therefore the date of commencement of the Warranty Period or Periods.

WARRANTY EXPRESSLY EXCLUDES THE FOLLOWING

1. Liability of any nature or kind whatsoever for damages for unsatisfactory performance caused by improper installation or any damages whatsoever caused by or as a result of unsuitable or improper use of the Solar System, incorrect start-up thereof by the Original Owner of the Original Site of Installation or any third party whatsoever, incorrect or careless handling, improper control adjustment or control strategy, disregard of the operating and maintenance instructions or any other instructions supplied with the Solar System, improper operation of the Solar System or improper alteration and repairs/service by the Original Owner of the Site of Original Installation or any third party whatsoever, or use of unauthorized replacement parts.
2. The workmanship of the Certified Contractor and repairs or replacement of parts required due to poor workmanship or otherwise of the Certified Contractor.
3. Liability for any Solar Collector or Solar Connector piping which has been damaged due to internal freezing of pipes and manifolds, and if adequate freeze protection was not provided.
4. Liability from any loss or damage of any nature or kind whatsoever resulting from or attributable to improper installation, installation by an uncertified or unqualified mechanical contractor or installer, the agents, workmen, servants or subcontractors of such contractor or installer, improper operation or maintenance or misuse or abuse of the Solar System.
5. Components that form part of the heating system not furnished by Viessmann as part of the Solar System and components that are part of the Solar System but were not furnished by Viessmann as part of the goods described in this Warranty.
6. Any costs for labour for the examination, removal or reinstallation of allegedly defective parts, transportation thereof to and from Viessmann facilities at Waterloo, Ontario, Canada, or Warwick, Rhode Island, USA or as determined by Viessmann, which costs shall be to the account of and shall be payable by the Original Owner or any other labour and costs for any material necessary for the said examination, removal or re-installation.
7. Damage to parts caused by improper installation and improper care or maintenance. The Solar System, Solar Collectors, controls and accessories, including, but not limited to mounting brackets, must be serviced, inspected and cleaned as a minimum once per year in accordance with the product manuals.
8. Damage to the Solar System or any of its original or authorized replacement parts caused by excessive temperatures or pressures, electrical, chemical or electrochemical reaction, improper maintenance of the glycol heat transfer fluid, electrical failures, fuel or gas explosion, corrosive environment, weather conditions, animals, falling objects, impaired structural integrity of mounting surface insurrection, vandalism, riots, war, or acts of God, as well as damages to the Solar Collectors or original replacement parts caused by situating the Solar System in an unsuitable location or by using any mounting hardware not supplied by Viessmann, or continuing use of the Solar System after onset of a malfunction or discovery of a defect.
9. Liability of all nature and kind for wear and tear and consumption of parts including, but not limited to, solar collector connection components, fuses, gaskets, insulation, glass cover and the glycol heat transfer fluid.

LIMITATION ON WARRANTY AND DAMAGES

The Warranty obligations of Viessmann shall also be subject to the following terms and conditions:

1. The Solar System must have been installed by an Certified Contractor.
2. The Solar System must have been properly maintained during the Warranty Periods strictly in accordance with product manuals. The Original Owner shall ensure that the Solar System and particularly the glycol are maintained in regular intervals as provided in the product manuals (the "Solar System Maintenance Intervals").
3. This Warranty does not extend to anyone other than the Original Owner of the Solar System on the Site of Original Installation, subject to the limitations and reductions hereinbefore described. This Warranty shall become null and void forthwith upon any relocation of the Solar System.

4. Viessmann shall have the opportunity to carry out repairs or replacement of parts it may deem necessary or advisable. Viessmann shall be granted all requisite time and unobstructed or unimpeded access to the Solar System for the purpose of conducting tests deemed necessary or advisable and for the making of repairs or installation of replacement parts or components thereof.

All costs, charges or expenses arising from, howsoever created or caused directly or indirectly by difficult or impeded access to the Solar System or any parts thereof described in this Warranty or lack of suitable work space to undertake and carry out repairs or replacement shall in all events be the responsibility of the Original Owner of the Site of Original Installation.

5. Repairs, replacement or the repair of replacement parts shall be subject to the terms and conditions of this Warranty as if the same had been originally installed, sold, delivered or carried out at the time of original installation. Negotiations, intermediate acts, discussions, disagreements or denials concerning defects or deficiencies shall not extend any Warranty Period herein granted and shall not waive or be deemed to waive any requirement for notification of defect or deficiency within the time or times herein described.

6. The obligation of Viessmann under this Warranty shall further be limited exclusively to the repair, replacement or refund of purchase price, at the sole discretion of Viessmann, of any goods or parts thereof which an examination by Viessmann shall disclose to its satisfaction not to have conformed to the express written Warranties provided herein.

7. THE REMEDY PROVIDED IN THIS SECTION IS THE EXCLUSIVE REMEDY OF THE ORIGINAL OWNER OF THE SITE OF ORIGINAL INSTALLATION. VIESMANN SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE GOODS AND PRODUCTS DESCRIBED IN THIS WARRANTY.

8. VIESMANN MAKES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE FOR THE GOODS AND PRODUCTS DESCRIBED IN THIS WARRANTY. NO IMPLIED WARRANTY ARISING BY USAGE OR CUSTOM OR COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN BY VIESMANN OR SHALL ARISE BY OR IN CONNECTION WITH THIS WARRANTY EXCEPT THE EXPRESS WARRANTY HEREIN SET FORTH.

9. This Warranty does not extend to any Solar System, related parts or products that are (a) not sold in Canada or the United States; (b) not installed in Canada or the United States; or (c) not purchased from a Certified Contractor or an Authorized Distributor.

ASSIGNABILITY

The Warranties herein provided are not assignable.

APPLICABLE LAW

All disputes, claims or demands arising from or relating to the Warranties, or from the terms and conditions herein contained and all claims, demands, rights or liabilities arising from such Warranties or terms and conditions shall be determined in accordance with the laws of the Province of Ontario, Canada.

MANDATORY MAINTENANCE

The Original Owner shall, during the Warranty Period(s), strictly maintain the Solar System in accordance with the product manuals.

ARBITRATION

In the event of any dispute between Viessmann and the Original Owner arising out of the interpretation or performance of this Warranty, such dispute shall be submitted to a board of three (3) arbitrators, one of whom shall be nominated by Viessmann, one by the Original Owner and the third by the first two nominees if they can agree and otherwise by a Judge of the Supreme Court of the Province of Ontario, Canada. The constitution and proceedings of such board shall be governed by the laws of the Province of Ontario, Canada, pursuant to which said arbitration shall be had.

WARRANTY SERVICE PROCEDURE

For prompt warranty service, notify the Certified Contractor who installed your Solar System and who in turn will notify the Viessmann authorized distributor from whom the Certified Contractor purchased the Solar System. Viessmann reserves the sole right to make all warranty decisions. No contractor or distributor may grant any service under this warranty without the prior approval of Viessmann. If this action does not result in warranty service, contact Viessmann directly at one of the addresses set out in this Warranty.

Allegedly defective parts must be returned through trade channels in accordance with the procedure prescribed by Viessmann currently in force for handling the return of goods for the purpose of inspection to determine cause of failure. Viessmann will furnish the replacement part or parts to the Viessmann authorized distributor who in turn will furnish the part or parts to the Certified Contractor who installed your Solar System (the "Warranty Service Procedure").

The obligations of Viessmann under this Warranty apply only to Solar System installations where Viessmann has been notified of the alleged defect or deficiency within FORTY-EIGHT (48) HOURS from the occurrence or discovery of the alleged defect or deficiency.

If you have any questions about the coverage provided by this Warranty, contact Viessmann at one of the addresses set out below.

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