



Limited Lifetime Warranty

HotSpot Energy Inc.

Solar Pool Panels

Effective Date: April 2017

Limited Lifetime Warranty/Ten Year Limited Warranty on Solar Pool Panels (HSE 408, HSE 410, HSE 412)

1.) SCOPE OF COVERAGE

HotSpot Energy Inc. (HSE) Pool Panels, installed according to HSE's published installation guidelines, carry a limited warranty against defects in material and workmanship from the date of purchase. The duration of this warranty is Ten (10) years.

2.) ADDITIONAL LIFETIME BONUS WARRANTY ON POOL PANELS

The HSE Pool Panels also carry an **ADDITIONAL LIFETIME LIMITED WARRANTY** after the initial 10 years whereby Panels, defective solely due to faulty materials or workmanship, will be replaced at 50% of the published Panel List Price, in effect at the time of defect discovery. This Warranty is solely for the benefit of the original Consumer and is not transferable.

3.) WARRANTED REMEDIES

If a failure occurs during the warranty period, HSE will, at its discretion, either provide a new part or repair the defective pool panel. A new warranty shall apply to any replacement part, but shall be limited in time to the remainder of the original warranty period. This warranty only applies to pool panels installed for use as a heat collector to provide energy for use in low temperature range applications (50 to 110 degrees Fahrenheit).

4.) WARRANTY ON OWNERSHIP TRANSFERSRS

If the ownership of the panel is transferred to a new owner/consumer, the new owner/consumer will have the option of purchasing warranty extension from HSE at HSE's prevailing prices commensurate with HSE's pricing policies. PROOF OF PURCHASE is the responsibility of the owner/consumer to establish the original purchase date for warranty purposes.

5.) SERVICE LABOR RESPONSIBILITY

This warranty covers labor expenses for removal and reinstallation. HSE will pay up to sixty dollars (\$60.00) per pool panel for such expenses.

6.) ABSORBER SURFACE

HSE warrants for a period of ten years against and degradation of the absorber surface which would significantly affect the pool panel performance.

7.) WARRANTY EXCLUSIONS

This warranty will not apply to the following:

1. Defects or malfunctions resulting from failure to properly install, operate, maintain the pool panel, or orienting or installing the panel in such a manner as to prevent complete draining.
2. Damage from abuse, accident, fire, flood, hail, wind, or other acts of God.
3. Glass breakage.
4. Panel failure occurring due to damage caused by heat transfer fluids.
5. Panel being moved from the original installation location.
6. Panel being installed as a roof membrane, or as an integral part of an existing roof membrane.

8.) LIMITATION ON EXCLUSION FROM COVERAGE

Conditions that may occur in the normal operation of pool panel shall not be invoked by HSE to reduce the coverage of this warranty.

9.) OTHER RIGHTS AND REMEDIES

A.) Consequential and Incidental Damages

HSE shall not be liable for: (1) Consequential damages, and (2) Incidental expenses incurred to repair or replace, as necessary, any other obligations or liability in connection with the pool panel.

B.) No Other Expressed Warranties

Unless otherwise explicitly agreed in writing, it is understood that these are the only written warranties given by HSE, and HSE neither assumes nor authorizes anyone to assume for it any other obligations or liability in connection with the pool panel.

C.) Right to Arbitration

Any dispute between the buyer and HSE pertaining to this warranty may, at the option of the buyer, be resolved by arbitration in the state installed according to the rules of the American Arbitration Association.

D.) Right to Indemnity

HSE will indemnify a licensed contractor who installs the pool panel and gives a written warranty as required by the California Solar Tax Credit Regulations, in the amount of any liability to the buyer under such warranty for a breach that is also a breach of the manufacturer's warranty to the buyer.

10.) FILING A CLAIM

All claims should be filed with the contractor or the Dealer from whom the pool panel was purchased. If unable to do so, please contact:

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