

Apricus Limited Warranty

Miscellaneous Components

LIMIT OF LIABILITY

EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED FOR HEREIN APRICUS HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WRITTEN OR ORAL EXPRESS WARRANTIES OR REPRESENTATIONS. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE MUST ARISE UNDER STATE LAW TO APPLY, AND IS HEREBY LIMITED IN DURATION TO THE DURATION OF THE WRITTEN LIMITED WARRANTIES PROVIDED HEREIN UNLESS OTHERWISE BARRED BY ANY APPLICABLE STATUTE OF LIMITATION. APRICUS DISCLAIMS ANY RESPONSIBILITY FOR SPECIAL, INDIRECT, SECONDARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OWNERSHIP OR USE OF THESE PRODUCTS, INCLUDING PERSONAL INJURY, INCONVENIENCE, LOSS OF USE OR LOSS OF INCOME. NO AGENT OR REPRESENTATIVE OF APRICUS HAS ANY AUTHORITY TO EXTEND OR MODIFY THIS WARRANTY UNLESS SUCH EXTENSION OR MODIFICATION IS MADE IN WRITING BY A CORPORATE OFFICER. WHERE ANY DISCLAIMERS AND LIMITATIONS CONFLICT WITH APPLICABLE STATE LAW, APPLICABLE STATE LAW SHALL PREVAIL.

Some states do not allow the exclusion or limitation of incidental or consequential damages and some states do not allow limitations on how long implied warranties may last, so the above limitations may not apply to you.

WITH RESPECT TO ANY END-USER OTHER THAN A CONSUMER END-USER WHICH PURCHASES APRICUS PRODUCTS FOR COMMERCIAL, INSTITUTIONAL, INDUSTRIAL OR OTHER NON-RESIDENTIAL PURPOSES, APRICUS DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND FURTHER DISCLAIMS ANY LIABILITY FOR SPECIAL, INDIRECT, SECONDARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OWNERSHIP OR USE OF THESE PRODUCTS, INCLUDING PERSONAL INJURY, INCONVENIENCE, LOSS OF USE OR LOSS OF INCOME.

Apricus assumes no responsibility under this Limited Warranty for any damage to the Products caused after they have left the control of Apricus, including but not limited to damages caused by any trades people or visitors on the job site, or damage caused as a result of post-installation work. This Limited Warranty shall be invalidated by any abuse, misuse, misapplication or improper installation of the Products.

GENERAL

Apricus warrants its Solar Collectors and Accessories (the "Products") to be free from defects in workmanship under normal usage for the applicable Warranty Period from the date of installation. This Limited Warranty extends to the End-User of the product at the original installation location, and is not transferable.

In the event of a defect, malfunction or other failure of the Products occurring within the applicable Warranty Period which is not caused by any misuse or damage to the Product while in the possession of the End-User, Apricus will remedy the failure or defect within a reasonable amount of time. The remedy will consist of repair or replacement of the Products, or refund of the purchase price, in Apricus's sole discretion. However, Apricus will not elect to refund the purchase price unless it is unable to provide a replacement, and repair is not commercially practical and cannot be made within a reasonable timeframe. After a reasonable number of attempts by Apricus to remedy any defects or malfunction, the End-User will be entitled to either a refund or replacement of the product or its component parts. The remedies stated herein are the sole remedies for defects within the applicable warranty period.

WARRANTY PERIOD

The "Effective Date" of warranty coverage is the installation date as recorded on the installation record form, purchase invoice date, or, if neither are available, the date of manufacture plus sixty (60) days.

Component	Coverage
Miscellaneous Components (those components that don't have dedicated warranty policy document)	1 year parts

WARRANTY EXCLUSIONS

This warranty shall be void and shall have no effect if:

- The design or structure of the Products are attempted to be modified or altered in any way, including by not limited to attaching non-Apricus approved appliances or equipment;
- The Products are not installed or repaired in accordance with applicable local codes;
- The Products are not installed by qualified, suitably licensed persons;
- The installation was not completed in line with the guidelines of the then current Apricus installation manual;
- Component exposed to excessive system pressure;
- Component is damaged due to freezing;
- Component leaks due to corrosion;
- Water quality is not within specified limits, and/or non-approved heat transfer liquids are used;
- Failure is due to wind, hail, storms or other acts of God;
- Failure or loss of efficiency is due to lime-scale formation;
- Product serial tag or other identification is defaced or removed;
- Product is relocated from its original point of installation;
- Any operation exceeds the documented design limits of the system components or materials.

END USER OBLIGATIONS

In order to obtain performance of any obligation under this warranty, the End-User must:

- Firstly determine if the Product is within the applicable Warranty Periods. This can be determined by referring to the installation record form, or alternatively the original purchase invoice. If neither documents are available, the serial number and manufacturing date will need to be read off the Product serial tag. Some Products may be installed in a location that is not accessible to the End-User and so the information may only be obtained by a qualified service technician.
- Contact the company who installed the original Product, or, if unknown or unable to be contacted, contact Apricus directly.

The following information may be required to determine if the Product issue is eligible for coverage under the terms of this Limited Warranty.

- Information related to the manner in which the Product(s) were installed.
- The history of operation.
- Any repairs that may have been made.
- Evidence that the Product(s) were installed by a qualified, licensed contractor.
- Evidence that the Product(s) were installed in accordance with the applicable Products Installation Manuals and any special written design or installation guidelines by Apricus for this project.
- Evidence that the Product(s) were installed in accordance with all applicable local building, plumbing and electrical codes.

CUSTOMER SATISFACTION

We believe you will be fully satisfied by the service you receive from the local Apricus representatives and from Apricus. However, because our aim is your complete and lasting satisfaction, Apricus adds another feature to your warranty's protection. In the unlikely event that you feel our response to a warranty service request is not satisfactory, Apricus offers you an opportunity to air your complaint in an impartial Mediation process.

The opportunity to mediate any complaint made by an End-User is hereby extended to all End-Users. If you are a Consumer End-User, the provisions of the federal Magnuson-Moss Warranty Act provide that you may not file suit against Apricus until your claim has been submitted to Mediation for an informal dispute settlement and a decision has been reached.