

Limited Warranty

This Limited Warranty applies to GSE Residential Solar Water Heaters

General

This Limited Warranty is only available to the original owner of the solar water heater from Globe Solar Energy Inc. ("GSE" hereafter). It is not transferable. There are no rights, warranties, or conditions, express or implied, statutory or otherwise, other than those contained herein, if any portion of this Limited Warranty is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. This Limited Warranty is the only warranty, which applies to the extent permitted by applicable law.

GSE warrants this solar water heater, and its component parts, to be free from defects in materials and workmanship, under normal use and service, for the Applicable Warranty Period. At its option, GSE will repair or replace the defective solar water heater, or defective component part(s), in accordance with the terms of this Limited Warranty, if it falls in normal use and service during the Applicable Warranty. The replacement solar water heater must be manufactured by GSE. The replacement component part(s) must be GSE authorized component part(s). The replacement unit will be warranted only for the unexpired portion of the original unit's Applicable Warranty Periods.

This Limited Warranty is governed by and will be construed in accordance with the laws of the Provinces in Canada and the laws of Canada applicable therein. The seller and Purchaser hereby each attoms to the jurisdiction of the courts of the Provinces in Canada with respect to any dispute under this Limited Warranty.

Effective Date

The Effective Date of Warranty Coverage (or the beginning of the Applicable Warranty Periods) is the date of installation of the solar water heater, if properly documented. Otherwise, it is the date of manufacture of the solar water heater plus thirty (30) days.

Applicable Warranty Periods

The Applicable Warranty Periods are Five (5) years from the Effective Date for the component parts.

Warranty Exclusions

The Limited Warranty will not cover:

- a) Service trips to your home to teach you how to install, use or maintain this solar water heater or to bring the solar water heater installation into compliance with local building codes or regulations.
- b) Damages, malfunctions, or failures resulting from failure to install the solar water heater in accordance with applicable building codes/ordinances or good plumbing and electrical trade practices.
- c) Damages, malfunctions, or failures resulting from improper installation or failure to operate and maintain the solar water heater in accordance with the manufacturer's instructions provided.
- d) Performance problems caused by improper sizing of the solar water heater or (pertaining to gas models) the gas supply line, the venting connection, or combustion air openings or (pertaining to electric models) electric service voltage, wiring, or fusing.
- e) Damages, malfunctions, or failures caused by improper conversion from natural gas to LP gas or LP gas to natural gas fuel source.
- f) Damages, malfunctions, or failures caused by operating the solar water heater with the anode rod removed or with modified, altered, or unapproved parts installed.
- g) Damages, malfunctions, or failures caused by abuse, accident, fire, flood, freeze, lightning, acts of God and the like.
- h) Tank failures (leaks) caused by operating the solar water heater in a corrosive or contaminated atmosphere.
- i) Damages, malfunctions, or failures caused by operating the solar water heater with an empty, or partially empty, tank (also known as "dry firing").
- j) Damages, malfunctions, or failure caused by operating the unit at water temperatures exceeding the maximum setting of the operating, or high limit, control.
- k) Tank failures caused by operating the solar water heater when it is not supplied with potable water, free to circulate at all times.
- l) Damages, malfunctions, or failures caused by subjecting the tank to pressures, or firing rates, greater than those shown on the rating label.
- m) Damages, malfunctions, or failures resulting from the use of any attachment, including any energy saving device, not authorized by GSE.
- n) Units installed outside the Dominion of Canada or the United States of America.
- o) Units moved from their original installation site.
- p) Units that have had their rating labels removed, altered, or tampered with. A solar water heater should not be operated if the rating label has been removed.

Labour, Shipping, And Processing Costs

This Limited Warranty covers two (2) years of labour expenses from the Effective Date the installed solar water heater, or defective component part(s).

GSE will pay the transportation costs for an "in-warranty" replacement solar water heater, or "in-warranty" replacement component part(s), to a convenient delivery point (selected by GSE) near the place the original solar water heater, or original component part(s), is located such as a local GSE solar water heater distributor. You must pay any local freight charges, including the cost of returning the failed solar water heater, or defective component part(s) to a convenient shipping location (selected by GSE) such as a local GSE solar water heater distributor.

GSE does **NOT** authorize, recommend, or receive any benefit from any claims processing or similar fees charged by others to process warranty claims for any GSE solar water heater or component part(s). GSE will NOT reimburse any party for these, or any other fees not specifically covered in this Limited Warranty document.

How To Obtain Warranty Claim Assistance

Any claim for warranty assistance must be made promptly. First, determine if your solar water heater is "in-warranty" (that is, within the Applicable Warranty Period). You can determine your units warranty status by adding your solar water heater's date of installation. However, if you do not have documentary proof of your solar water heater's date of installation, your unit's warranty status will be based on its date of manufacture. The first group of the first 2 digits of the unit's serial number represent the year it was manufactured, while the second group of 4 digits represent the month and the day. Add the Applicable Warranty Period plus thirty (30) days to the date of manufacture to determine whether the solar water heater is still covered by this Limited Warranty. You may also **contact the GSE Warranty Department for assistance at telephone number 416-736-8886 or email address – warranty@globesolarenergy.com.**

If your solar water heater is "in-warranty", contact GSE, or its contractor/dealer, that installed it for assistance with the warranty repairs, or replacement, required. Before making a call for help, you need to record the contents on the label stuck on your existing water boiler to identify who your installer is and what the serial number is. You should contact your local GSE dealer first to help you. **The GSE Technical Service Department is also available to assist you by telephone (at 416-736-8886) or via email (at techserve@globesolarenergy.com).** Be prepared to provide the installer, or Technical Service person you contact with the complete model number, the complete serial number, and the date of installation of your solar water heater in addition to an explanation of your solar water heater problem.

If an exact replacement is not available, GSE will provide you with the current model of your solar water heater, or component part(s), or replacement unit with comparable operating features. If government regulations or industry certification or similar standards require the replacement solar water heater, or replacement component part(s), to have features not found in the defective solar water heater, or the defective component part(s), you will be charged for the difference in price represented by those required features. If you pay the price difference for those required features and/or to upgrade the size and/or other features available on a replacement new solar water heater, you will also receive a complete new Limited Warranty (with the full Applicable Warranty Periods) for the replacement new solar water heater.

Do Not Destroy, Or Dispose Of, Any GSE "In-Warranty" Failure Solar Water Heater, Or "In-Warranty" Defective Component Parts, Without Authorization From The GSE Warranty Department. GSE reserves the right to inspect, or require the return of, the failed solar water heater or the defective component part(s). Each "In-Warranty" failure solar water heater must be made available to GSE (with the rating label and all the component parts intact) in exchange for the replacement solar water heater. Each defective "In-Warranty" component part to be replaced must be returned to GSE in exchange for the replacement component part.

Warranty compensation is subject to validation of "In-Warranty" coverage by GSE Warranty Department personnel.

■ To obtain warranty compensation for an "In-Warranty" solar water heater failure, you must provide GSE with: (at GSE's option) either the failed solar water heater (with the rating label and all the component parts intact) or the complete original rating label (photocopies are not acceptable) removed from the failed solar water heater, the complete model number and the complete serial number of the GSE solar water heater that replaced the failed unit; and the date the original solar water heater failed. You may also be required to provide documentary proof of the failed solar water heater's date of installation to establish its "In-Warranty" status.

■ To receive warranty compensation for an "In-Warranty" defective component part, you must provide GSE with: the defective component part; the complete model number and the complete serial number of the GSE solar water heater from which the defective component part was removed; and the date the defective component part failed. You may also be required to provide documentary proof of the date of installation of the GSE solar water heater from which the defective part was removed – or the date of purchase of the part (if it was purchased separately) – to establish the "In-Warranty" status of the defective component part.

Warranty documentation should be mailed promptly to Globe Solar Energy Inc., Warranty department, 1183A Finch Ave. West, Unit 5, Toronto, ON M3J 2G2, Canada.

(Continued on reverse)

Exclusive warranty – Limitation of Liability

This limited warranty is the only warranty for the unit given by Globe Solar Energy Inc. (GSE). No one is authorized to make any other warranties on behalf of GSE. **Any implied warranties, including merchantability, or fitness for a particular purpose, shall not extend beyond the applicable warranty periods specified previously. GSE's sole liability, with respect to any defect, shall be as set forth in this limited warranty, and any claims for incidental or consequential damages (including damage from water leakage) are excluded.**

We suggest you immediately complete the information below and retain this Certificate of Limited Warranty in the event warranty service is needed. Reasonably proof of the date of installation of your GSE Solar water heater may be required to establish its "in-warranty" status. Otherwise, the Effective Date of this Limited warranty will be the date of manufacture of the water heater plus thirty (30) days.

**Do not return this document to GSE.
Keep it with your solar water heater or business records.**

Name of Owner: _____

Address of Owner: _____

Date of Solar Water Heater Installation: _____

Name of Installer: _____

Address of Installer: _____

Telephone Number of Installer: _____

Model Number of Your Solar Water Heater: _____

Serial Number of Your Solar Water Heater: _____

**GLOBE SOLAR ENERGY INC.
1183A Finch Ave. West, Unit 5
Toronto, ON M3J 2G2, Canada**

**Important Telephone Number:
GSE Warranty Department
416-736-0545
Email:
warranty@globesolarenergy.com**

CERTIFICATE OF LIMITED WARRANTY



**THIS LIMITED WARRANTY APPLIES TO
SOLAR WATER HEATERS
GLOBE SOLAR ENERGY INC.**