



ALTERNATE ENERGY TECHNOLOGIES, LLC, LIMITED TEN-YEAR WARRANTY ON THE EAGLESUN™ “DB” & “DX” DRAINBACK RESERVOIRS

1. SCOPE OF COVERAGE

This warranty applies to a new Stainless Steel Drainback Tank reservoir manufactured by Alternate Energy Technologies, LLC (hereinafter called AET), and installed in the United States of America. The warranty covers the stainless steel vessel and **Trufin**® copper heat exchanger (when applicable).

2. WARRANTY ON THE DRAINBACK RESERVOIR

- A. Alternate Energy Technologies, LLC (AET) warrants fully its drainback reservoir to be free from defects in both material and workmanship for a total period of ten years from date of installation acceptance by the original owner, provided the installation is in accordance with the installation/operation/maintenance manual. If a failure does occur during the warranty period, AET will provide a new part, or at AET's option, have repaired any part of the reservoir. 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 applies to drainback reservoirs installed for use as a heat collection device to provide energy for use in medium temperature range applications (110 to 210 degrees Fahrenheit) only.
- B. This warranty is applicable to the stainless steel tank and **Trufin**® copper heat exchanger (when applicable) only.

3. SERVICE LABOR RESPONSIBILITY

This warranty covers labor expenses for removal and reinstallation of an AET authorized replacement part or Stainless Steel Drainback Tank reservoir. AET will pay up to seventy five dollars (\$75.00) for such expenses.

4. FREIGHT AND SHIPPING EXPENSES:

During the first year of warranty coverage, AET will pay the shipping costs for Stainless Steel Drainback Tank reservoir from AET to the nearest local distributor, dealer or authorized service center in the continental United States if required within the first year. After the first year, freight and packing costs are the responsibility of the owner and are not covered under this warranty.

5. SPECIFIC CONDITIONS

The EagleSun™ - “DB” & “DX” Drainback Reservoirs are designed as storage vessels for heat transfer fluids used in solar domestic water heating systems. The reservoir is classified as a non-pressurized vessel and **should not** be installed in a pressurized plumbing loop. The reservoir **should not** be opened to the atmosphere while the system is operational or while the heat transfer fluid is hot. The pH of any heat transfer fluid must have pH levels of 6.8 – 7.2. Damage to property or persons as a result of use of an improperly maintained heat transfer fluid, is not covered under this warranty and shall not be the responsibility of AET.

6. WARRANTY EXCLUSIONS:

- A. **This Warranty Will Not Apply To The Following Exclusions**
 - 1) To defects or malfunctions resulting from failure to properly install, operate and maintain the reservoir in accordance with the installation/operation/maintenance manual.
 - 2) To damage from abuse, lightning, hurricane, tornado, earthquake, accident, fire, flood, hail, wind or other acts of God.
 - 3) To failure which occurs due to damage caused by heat transfer fluids.
 - 4) To damage due to Total Dissolved Solids and calcium that contributes to scale build-up.
 - 5) When the drainback reservoir is installed as a component in a pressurized plumbing loop or exposed to pressures greater than 45psi.
 - 6) When the drainback reservoir is open to the atmosphere while running or when hot.
 - 7) To damage caused by vandalism, war, riots, explosions, negligence, alteration, falling objects, harmful chemicals, acidic or caustic fluids, fumes or vapors including improperly applied or maintained heat transfer fluids, or other circumstances beyond AET's control.
 - 8) To cosmetic damage that would not affect the intended use.
 - 9) To damage caused by freeze.
 - 10) Condition resulting from exposure to chlorine content higher than 100 parts per million, or other corroding substances.
 - 11) Cutting, opening or any other modifications or disturbances for purposes of inspection.
 - 12) Connecting materials other than copper, brass or stainless. (Use of galvanized piping or dielectric unions in expressly forbidden)



B. Limitation on Exclusion from Coverage

Conditions that may occur in the normal operation of the drainback reservoir shall not be invoked by AET to reduce the coverage of this warranty. In the event of a defect, AET's liability is strictly limited to the furnishing of repair or replacement part(s) as provided herein.

7. OTHER RIGHTS AND REMEDIES

A. Consequential and Incidental Damages. AET shall not be liable for:

- 1) Consequential damages to the drainback tank in which an improperly functioning component or part is installed, and
- 2) Incidental damages or expenses incurred to repair or replace, as necessary, any component or part injured as a result of such breach.
- 3) Inspection costs, lost profits, lost wages, lost savings, or any other costs arising out of the use or inability to use the Stainless Steel Drainback Tank reservoir, or for any claim by any other party.

B. No Other Expressed Warranties

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

C. Implied Warranties

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

D. Right to Arbitration

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

E. Right to Indemnity

AET will fully indemnify a licensed contractor who installs the drainback tank and gives a written warranty, in the amount of any liability to the buyer under such warranty or a breach that is also a breach of the manufacturer's warranty to the buyer.

F. Filing a claim

All claims should be filed with the contractor or the Dealer from whom the Drainback Tank reservoir was purchased. Each claim will require documentation indicating the original purchaser's name, address, phone number, date of installation, date of failure, reason for failure, product model number and serial number, and the installing contractor's name and phone number. Each claim must be accompanied by photographs of the manufacturing defect and of the installation area.