

Heliodyne Limited Warranty

Effective November 1, 2012



HELIODYNE, provides the following limited warranty against defects in materials and workmanship for purchased goods delivered after 11/01/2012. This warranty applies to the first retail buyer and to any subsequent owners. Product shall be free from defects in material and workmanship, malfunctions and failure to perform, under normal use, service and maintenance, provided that said products have been installed in accordance with HELIODYNE's Installation Instructions. The warranty term for each product shall begin on the date of purchase and remain active for the period of time as specified and applicable for each individual product.

Solar Collectors (Heliodyne, VELUX and Solpal Products)

- Ten (10) year limited warranty (parts only, no labor, no shipping) from date of purchase.

Heat Transfer Appliances (Heliodyne and VELUX Products)

- Five (5) year limited warranty (parts only, no labor, no shipping) from date of purchase when installed with HELIODYNE or VELUX Collectors.
- Three (3) year limited warranty (parts only, no labor, no shipping) on Integrated Electronics (such as controller, pumps, sensors, etc.)
- In the event that the Product is installed with another brand of collector, or any equipment other than HELIODYNE or VELUX collectors, then the period of time shall be one (1) year from date of purchase for Product and Electronics.

Solar Tanks (Heliodyne and VELUX Products)

- Six (6) year limited warranty (parts only, no labor, no shipping) from date of purchase.

The DELTA-T Products

- Three (3) year limited warranty (parts only, no labor, no shipping) from the date of purchase.

In the event that evidence cannot be provided to indicate the date of purchase, then the warranty period shall begin on the date the product was manufactured.

Objects are warranted at HELIODYNE's discretion by repair of the object of purchase or replacement of defective parts, exchange or reduction of price. The right of the contractor to convert objects is ceded by common consent. Replaced parts become the property of HELIODYNE. Wages and costs spent on shipping, installation and disassembly must be covered by the client. This provision similarly applies to all warranty agreements. It is at HELIODYNE's discretion to replace defective goods with similar, faultless goods. In this case, any rights to cancel the agreement cease. The client expressly waives the right for it and its legal successors to assert claims for damages or loss of profit (including without limitation special, indirect, loss of use, contingent, or consequential damages) due to defects or nonconformity in the purchased good. The warranty set forth above constitutes the sole and exclusive remedy against HELIODYNE for the furnishing of any nonconforming or defective goods. THE ABOVE WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

If the Product contains a defect that cannot be repaired after a reasonable number of attempts to do so, you, the buyer, may elect either a refund of its purchase price, or a replacement without charge.

A replacement may consist of a new or factory rebuilt product of at least the same quality. The providing of replacement products or components shall not extend the original warranty period. Claims on warranty will only be admitted and considered if they are announced in writing immediately after the defect was first noticed. Oral communication or communication by telephone is not sufficient. To obtain service on the Product, notify Heliodyne Customer Service by email at sales@heliodyne.com, or by letter to 4910 Seaport Ave., Richmond, CA, 94804. Provide proof of purchase and date.

Should service be requested and no defect found in the Product, then a reasonable charge will be made for the service.

In no event shall HELIODYNE be liable for the following:

- Conditions resulting from a defect in a component or part that does not make up the HELIODYNE, VELUX, or Solpal Product.
- Conditions resulting from a significant departure from Heliodyne's Installation Instructions.
- Conditions resulting from any misuse, abuse, negligence, weather damage, accident or alteration.
- Consequential damages such as: damage to your property, loss of time, inconvenience or loss of use of the Product or any incidental expenses resulting from any breach of the express warranty. Conditions that may occur in the normal operation of the Product shall not be invoked by HELIODYNE to reduce or defeat the coverage of this warranty.

HELIODYNE's liability under this warranty shall be in lieu of all warranties of fitness and in lieu of all warranties of merchantability. Heliodyne shall not be liable for any incidental or consequential damages covered by a defective product. The maximum liability under this warranty shall not exceed the contract price of the Product. Some states do not allow the exclusion or limitations of incidental or consequential damages, and some states do not allow limitations on implied warranties, such as that of fitness and of merchantability. Therefore the above exclusions and limitations do not apply to you.

The warranty excludes damage caused by force majeure and malfunction that are due to improper assembly, and/or product installation. HELIODYNE is not liable for possible costs resulting from defects. In order for HELIODYNE to accept liability:

- Installation must have been carried out by a licensed specialized company (heating contractor or plumber) following the version of installation instructions in force;
- HELIODYNE or its representative was given the opportunity to check complaints on site immediately after any defect occurred;
- Confirmation exists that the system was commissioned properly and that the system was checked and maintenance was performed annually by a specialized company licensed for this purpose. The warranty agreed by HELIODYNE is only valid for their clients.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Unless otherwise explicitly agreed in writing, it is understood that these are the only written warranties given by HELIODYNE, and HELIODYNE neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with the Product.