

WARRANTY

Congratulations on buying a Sky Power Solar Water heating product. We are confident that the product will provide many years of trouble free service.

Sky Power provides the various warranties set forth in this document subject to the terms, conditions and exclusions provided for herein.

1. Sky Power Solar Collectors

Sky Power hereby warrants that for five (5) years from the date of the delivery of any solar collector to the customer, the collector shall be free from manufacturing defects resulting in:

- a) Leakage of heat transfer fluid
- b) Spontaneous loss of vacuum of the tube
- c) Loss of heat transfer properties by heat pipe.

The warranty excludes:

- a) Leakage from inlet or outlet connection to header.
- b) Defects caused by pressure exposure of more than 600 Kpa to the manifold.
- c) Defects caused by exposure to flow rates exceeding 15L/min.
- d) Defects caused by freezing of the liquid contained in the manifold where the frost protection feature has been turned off or disabled. It is the customer's responsibility to ensure that the electronic frost protection feature is enabled.
- e) Leakage of the manifold as a result of metallic corrosion.
- f) Poor heat transfer, excessive pressure drop or blockage as a result of scale formation.
- g) Installations of more than 2 manifolds in series without flexible connections at least once every third manifold.
- h) Loss of vacuum due to of the breakage of the glass including damage caused by hail.
- i) Gradual reduction in vacuum levels over time.

2. Electronic controllers, Inverters and Batteries

Sky Power hereby warrants that for one (1) year from the date of the delivery of any electronic controller, inverter or battery to the customer, such components shall be free from manufacturing defects resulting in malfunctioning.

The warranty excludes:

- Damage due to exceeding operational limitations.
- Damage as a result of fluids.
- Damage as a result of power surges or lightning strikes.

3. Circulation pumps.

Sky Power hereby warrants that for one (1) year from the date of the delivery of any circulation pump to the customer, the pump shall be free from manufacturing defects resulting in malfunctioning.

The warranty excludes:

- a) Leakage from inlet or outlet connection.
- b) Defects caused by pressure exposure of more than 600 KPa to the pump.
- c) Defects caused by temperatures exceeding the maximum operation temperature.
- d) Defects caused by freezing of the liquid contained in the pump where the frost protection feature has been turned off or disabled. It is the customer's responsibility to ensure that the electronic frost protection feature is enabled.
- e) Leakage of the pump as a result of metallic corrosion.

Warranty Claims

The customer must notify Sky Power in writing to claim against this warranty.

Sky Power holds the right to withhold any claim until sufficient proof is supplied to indicate a valid claim. Under no circumstances will Sky Power entertain claims that were not substantiated by legitimate invoicing.

Sky Power may inspect the system in question at the customer's premises. Subject to compliance by the customer with the above, Sky Power shall at its discretion either remedy that failure or refund the whole or part (as the case may be) of the contract price paid by the customer in respect of such system.

In all cases the warranty is limited to supply of a replacement component only. Labour costs associated with installing such components are for the customers account.

Qualifications regarding Warranty.

The warranties of the various products set forth in this warranty document shall not apply if:

- a) Breaches of warranty result from any use of a product for any purpose other than its ordinary purpose, as well as any neglect, accident, or ordinary wear and tear, or from damage from transport, handling, or any act of God or other Force Majeure.
- b) Breaches of warranty result from freezing of pipes should the electronic frost protection not be enabled. It is the customer's obligation to ensure that the frost protection feature is enabled.
- c) Breaches of warranty result from installation that is not in accordance with Sky Power's installation and operation manual in effect on the date when the product is sold to the customer, including, without limitation, any misaligned or non-levelled frame, or Instructions and/or all relevant standards, codes of practice, electrical wiring and safety regulations and any regional authority regulations are not complied with.
- d) Damage resulted from the failure of mounting brackets, fasteners or, nails or, straps or other components for mounting that are either not supplied by Sky Power or not fastened according to the instructions supplied by Sky Power.
- e) Damage resulted because of failure to fasten the product to structurally sound material, resulting in the significant movement or vibration of the product.
- f) Any component of the system is damaged as a result of exposure to wind speeds exceeding 130km/h.
- g) The product is exposed to environmental conditions or mechanical forces that exceed the levels that component materials can be reasonably expected to withstand.
- h) The defect part, accessory or component of the product was not supplied by Sky Power.
- i) The product is opened or structurally altered in any way.
- j) Any maintenance or repair is performed to the product by unauthorised persons.
- k) The product is relocated from its original point of operation.
- l) The solar collector is left dry (no liquid circulation) and exposed to daily sunlight for a period of time exceeding 14 consecutive days.

Limitation of liability

Sky Power's obligations are specifically limited to the following and this warranty expressly covers the Sky Power supplied system components only as detailed on the invoice.

Limitations

Notwithstanding any of the above the existence of any one or more of the conditions listed below will immediately invalidate the guarantee:

- a) Any installations which have not been installed by Sky Power agents and approved installers.
- b) Damages resulting from malicious intent, crime, fire, hail and floods or any other natural forces.
- c) Water damage to the controller or pump due to any cause, e.g. roof or pipe leaks.
- d) Any damage caused by usage beyond the design specifications of the particular product.
- e) Glass damage or breakage (rough handling, transport or incorrect installation)
- f) Any damage caused by freezing of water due to the electricity supply being turned off.
- g) Any damage caused by freezing of water due to the electronic frost protection being turned off.
- h) Any damage caused by freezing of water due to negligence. It is the customer's responsibility to ensure that the electronic frost protection feature is enabled.
- i) Any repairs or tampering undertaken by the customer or others on his behalf in an attempt to remedy an alleged fault.
- j) Any geyser replacement undertaken without the assistance of the Sky Power agents or installers.

Sky Power shall not be liable for any loss or damage whatsoever suffered by the customer or any other person as a result of:

- a) Any delay in delivering the system or any part thereof.
- b) Any failure to deliver the system or any part thereof.

Sky Power shall not be liable to the customer or any other person for:

- a) Any loss of profit or other special damages or any consequential damages whatsoever arising out of any breach by Sky Power of any of its obligations under this warranty, or out of any other cause whatsoever, including any delictual damages.
- b) Any loss of life, injury to person or damage to property that may be caused by the system.



Money Back Performance Guarantee.

This additional guarantee is offered specifically with regard to the performance of the product, only in terms of energy delivery under the standard configuration. i.e. mains powered controller and pump and is not applicable to periods where mains power is not available.

Should it be proven that the product is not delivering one volume of water at a temperature typical for the season and subject to verification by Sky Power engineers, through measurement of additional electricity consumption and volume of water drawn in comparison to a standard electric geyser. Sky Power at its sole discretion may remove the product and refund the purchase price less the cost of the installation charge or, less the cost of Sky Power's current installation charge if not detailed specifically on the invoice.

The above guarantee is further subject to the receipt by Sky Power of a deposit equal to 50% of the quotation amount prior to the installation date and followed by payment the balance of the invoice amount and on the day of completion of the installation.

This guarantee is limited to claims within 60 days of installation only.

General

This warranty is the only warranty that is given and is expressly in lieu of all other warranties, expressed or implied in law, including any implied warrant of merchantability or fitness for a particular purpose.

No amendments or additions to this guarantee shall be binding on Sky Power.

The customer indemnifies Sky Power against any claim that may be made against Sky Power by any other person in respect of any matter for which the liability of Sky Power is excluded in terms of the above.

Save for the above, the customer shall not have any other claim whatsoever against Sky Power.