



## **LIMITED WARRANTY STATEMENT**

**January 1, 2013**

### **ACDC12 Solar Heating & Cooling Heat Pump Mini-Split System**

EarthNet Energy {ENE} warrants to the original owner of this product (that when purchased from and installed by a contractor licensed for HVAC installation under applicable local and state laws within the continental United States, Alaska and Hawaii) should it prove defective due to defects in materials or workmanship. This Limited Warranty applies only while the System remains at the site of the original installation and only to locations within the continental United States, Alaska and Hawaii.

#### **A. THREE YEAR PARTS WARRANTY**

The parts are warranted for a period of three (3) years to the original purchaser of this System. If a part proves defective due to defects in materials and/or workmanship for a period of three (3) years from the date of installation, ENE will replace the defective part(s) at no cost for the part. Replacement parts are then warranted for the remainder of the original 3-year warranty period. Parts used for replacement may be of like kind and quality and may be new or remanufactured. Defective parts must be returned to ENE for exchange, and the defective part becomes the property of ENE.

#### **B. FIVE YEAR COMPRESSOR WARRANTY**

The compressor is warranted for a period of five (5) years to the original purchaser of this System. If the compressor proves defective due to defects in materials and/or workmanship for a period of five (5) years from the date of installation, ENE will replace the defective compressor without charge for the compressor. ENE also reserves the right to replace the outdoor unit completely without charge for the outdoor unit. Replacement compressors/outdoor units are then warranted for the remainder of the original warranty period. Compressors/outdoor units used for replacement may be of like kind and quality and may be new or remanufactured. Defective compressors/outdoor units must be returned to ENE for exchange, and the defective part becomes the property of ENE.

#### **C. TWENTY-FIVE YEAR PHOTOVOLTAIC MODULE WARRANTY**

The solar module(s) are warranted by the module manufacturer for a period of ten (10) years to the original purchaser of this System. If a solar module proves defective due to defects in materials and/or workmanship for a period of ten (10) years from the date of installation, the solar module manufacturer will replace the module at no cost for the module. The module manufacturer also provides a linear power warranty guaranteeing 80% power output for each module for a period of twenty-five (25) years.

#### **D. ONE YEAR RACKING & PHOTOVOLTAIC WIRING WARRANTY**

The solar module racking, wiring and connectors are warranted for a period of one (1) year to the original purchaser of this System. If any of these components prove defective due to defects in materials and/or workmanship for a period of one (1) year from the date of installation, ENE will replace the defective component (does not include cosmetic defects) without charge for the component. The replacement

replacement may be of like kind and quality and may be new or remanufactured. Defective components must be returned to ENE for exchange and the defective components become the property of ENE.

#### **E. LABOR.**

These Limited warranties do not include labor or any other costs incurred for service, maintenance, repair, removing, replacing, installing, complying with local building and electric codes, shipping or handling, or replacement of the System, compressors or any other parts. For items that are designed to be maintained or replaced by the owner, the owner is solely responsible for all labor and other costs of maintaining, installing, replacing, disconnecting or dismantling the System and parts (such as filters) in connection with owner-required maintenance. Air filter cleaning and/or replacement for each applicable indoor unit are owner-required maintenance and labor for this procedure is not covered under warranty.

#### **F. PROPER INSTALLATION**

This Limited warranty applies only to Systems that are installed by contractors who are licensed for HVAC installation under applicable local and state law, and who install the Systems in accordance with all applicable building codes and permits, ENE's installation manuals and operation instructions, and acceptable trade practices.

#### **G. BEFORE REQUESTING SERVICE**

Please review the applicable technical documentation to insure proper installation and correct customer control adjustment for the System. If the problem persists, please arrange for warranty service.

#### **H. TO OBTAIN WARRANTY PARTS SERVICE**

1. Contact the licensed contractor who installed the System or the nearest licensed contractor, dealer or distributor of any defect within the applicable warranty period.
2. Proof of the installation date by a licensed contractor is required when requesting warranty service. Present the sales receipt or other document which establishes proof and date of installation; otherwise, this Limited Warranty shall be deemed to have begun one hundred eighty (180) days from the date of produce noted on the unit barcode. Please complete the Warranty Registration online at [www.earthnetenergy.net](http://www.earthnetenergy.net) immediately after system installation so that ENE can contact you regarding any safety-related issues or product recalls.

#### **I. THIS LIMITED WARRANTY DOES NOT COVER:**

Property damages, malfunction or failure of the System, or personal injury caused by or resulting from: (a) accident, abuse, negligence or misuse; (b) operating the System in a corrosive or wet environment containing chlorine, fluorine or any other hazardous chemicals; (c) installation, alteration, repair or service by anyone other than a licensed contractor or other than pursuant to the manufacturer's instructions; (d) improper matching of System components; (e) improper sizing of the System; (f) improper or deferred maintenance contrary to the manufacturer's instructions; (g) physical abuse to or misuse of the System (including failure to perform any maintenance as described in the User Manual such as air filter cleaning, or any System damaged by excessive physical or electrical stress); (h) Systems that have had a serial number or any part thereof altered, defaced or removed; (i) System used in any manner contrary to the User Manual; (j) freight damage; or (k) damage caused by force majeure or other factors such as power surge damage caused by lightning and/or fluctuations in or interruptions of electrical power.



**J. THIS LIMITED WARRANTY ALSO EXCLUDES:**

Service calls where no defect in the system covered under this warranty was found; faulty installation or set-ups; adjustments of user controls; Systems purchased or installed outside the continental United States, Alaska and Hawaii. Consult the operating instructions for information regarding user controls.

Except as otherwise provided in this limited warranty, ENE makes no other warranties of any kind whatsoever regarding the system. ENE disclaims and excludes all warranties not expressly provided herein and all remedies which for this provision might arise by implication or operation of law, including without limitation, the implied warranties of merchantability and of fitness for any particular purpose. No one is authorized to change this limited warranty in any respect or to create any other obligation or liability for ENE in connection with the system. ENE disclaims all liability for the acts, omissions and conduct of all third parties (including without limitation the installing contractor) in connection with or related to the system.

Under no circumstances shall ENE be liable for any incidental, special or consequential damages, including without limitation, lost goodwill, lost revenues or profits, work stoppage, system failure, impairment of other goods, costs of removal and reinstallation of the system, loss of use, injury to persons or property arising out or related to the system whether based on breach of warranty, breach of contract, tort or otherwise, even if ENE has been advised of the possibility of such damager. In no event shall ENE's liability exceed the actual purchase price of the system with respect to any claims made.

Some states do not allow limitations on warranties or exclusions or limitation of damages, so the above limitations or exclusions may not apply. This Limited Warranty gives the owner specific legal rights and the owner may also have other rights that vary from state to state. This Limited Warranty is valid only in the continental United States, Alaska and Hawaii, and it is not transferable.

EarthNet Energy  
95 Brim Boulevard  
Chambersburg, PA 17201