

ZeroEnergy® Water Heating System 10-Year Limited Warranty

Olive Tree Energy LLC (OTE), subject to the exclusions set forth below, warrants this Product (the heat exchanger and cabinet) to be free from defects in factory workmanship and material under normal use and service and shall, at its sole option, repair or replace parts proved to have such defects for a period of ten (10) years from the date of original installation or, if such date is not determined, from the date of Product delivery or shipment from the OTE factory to a distributor, dealer or contractor.

This warranty is not intended to benefit any party other than the original consumer purchaser and subsequent owners of the building in which the Product was originally installed. This warranty does not apply unless (a) the product is installed according to OTE's written recommendations and specifications in effect at the time of purchase, and in accordance with all applicable local, state and national codes in effect at the time of purchase; (b) the product has not been removed from its original place of installation; and (c) notification is given in accordance with the Warranty Service Instructions below to an OTE authorized distributor, dealer or contractor within thirty (30) days after discovery of a potential defect. The warranty period for repair or replacement parts provided hereunder shall not extend beyond the warranty period stated above.

EXCLUSIONS: This warranty does not cover shipping, labor, or material charges. In addition, it does not cover any damages, fees, costs, or expenses of any kind resulting from:

1. Transportation, installation, or servicing of the Product.
2. Accident, abuse, fire, flood, alteration, or acts of God.
3. The use of the Product in an environment that causes corrosion to any part of the Product.
4. Freezing of water.
5. Operation with inadequate refrigerant in primary system and/or water in the Product.
6. Use of components or accessories with the Product not approved in writing by OTE.
7. Any cause other than a defect in factory workmanship or material.

*****Tampering, altering, defacing or removing the Product serial number will void this warranty*****

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND **OTE HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTY, SO THAT THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU. SOME STATES ALLOW ONLY A PARTIAL LIMITATION ON IMPLIED WARRANTIES TO LIMIT THE DURATION OF IMPLIED WARRANTIES TO THE DURATION OF THE EXPRESS WARRANTY. IN SUCH STATES, THE DURATION OF IMPLIED WARRANTIES IS HEREBY EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY ON THE FACE HEREOF.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF WARRANTY OR CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, SHALL OTE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE PRODUCT OR ASSOCIATED EQUIPMENT, LOST REVENUES OR PROFITS, COST OF SUBSTITUTE EQUIPMENT OR COST OF FUEL OR ELECTRICITY. THE ABOVE LIMITATIONS SHALL INURE TO THE BENEFIT OF OTE'S SUPPLIERS AND SUBCONTRACTORS. THE ABOVE LIMITATION ON CONSEQUENTIAL DAMAGES SHALL NOT APPLY TO INJURIES TO PERSONS IN THE CASE OF CONSUMER GOODS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR STRICT LIABILITY IN TORT, SO THAT THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

OTE DOES NOT ASSUME, OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR OTE, ANY OTHER LIABILITY FOR THE SALE OF THIS PRODUCT. **THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.**

WARRANTY SERVICE INSTRUCTIONS: Notify your distributor, installing or servicing dealer or contractor, in writing, about the problem as soon as possible but no later than thirty (30) days after its discovery. Be sure to include product model number, serial number, installation date and the nature of the problem. If a response is not received within a reasonable time, notify the OTE Customer Service Dept. at 15488 N. Nebraska Ave. Lutz, FL 33549. A service request sent to OTE without prior dealer contact will be referred back to a dealer, which is a time consuming process. Thus, it is in the best interest of the consumer to contact the dealer directly.

All claims, disputes, controversies, and other matters in question arising out of, or relating to this Agreement which cannot be resolved by the parties shall be settled by binding arbitration (proceedings to be held in Tampa, Florida) in accordance with the Commercial Rules of the American Arbitration Association then in effect. The cost of arbitration or litigation shall be borne equally pending the final award. The prevailing party in any proceeding or litigation hereunder shall be entitled, in addition to such other relief as may be granted, to recover reasonable attorney's fees and the costs incurred in connection with arbitration or litigation under this Agreement. Neither party nor the arbitrators may disclose the existence or results of any arbitration hereunder.

OWNER'S INFORMATION:

UNIT SERIAL NO.

INSTALLATION DATE

INSTALLER