

# LIMITED WARRANTY

## EARTHLINKED TECHNOLOGIES, INC

### EARTHLINKED® COMMERCIAL WATER HEATING SYSTEM AND DIRECT AXCESS® EARTH LOOPS

EarthLinked Technologies, Inc (ETI) hereby warrants to the consumer that the EarthLinked® Commercial Water Heating System components, required and optional, and DIRECT AXCESS® Earth Loops are free from defects in materials and workmanship, and will replace or repair system components and reimburse labor costs in accordance with the terms of this Limited Warranty. The terms of this warranty are effective from the date of installation and apply only to products purchased and installed within the USA and Canada. **The installation and all subsequent service and maintenance must be done by an ETI trained and authorized installer and in accordance with the ETI Installation, Operation & Maintenance Manual, in effect at the time of installation, service or maintenance, or the warranty will be void.** All transportation, service labor, diagnostic calls and excavation, backfilling and drilling expenses other than those specifically allowed by this Warranty are excluded.

**Five-Year Parts & Labor for Specified Compressor Unit Components and Optional Cathodic Protection System:** If any of the specified EarthLinked® Compressor Unit parts (defined as the compressor, liquid flow control, active charge control, oil return and heat exchanger) or the optional EarthLinked® Cathodic Protection System fail within five (5) years due to a defect in manufacture or ETI's fabrication of that part, ETI will provide the replacement of the appropriate part(s) to the installer. The replacement part(s) will be warranted for the remainder of the five-year period. If ETI provides the replacement part(s) for a failure within five years of installation due to a defect in manufacture or ETI's fabrication, ETI will also provide for the reimbursement (in the form of credit to the claimant's account) of labor costs to the installer, as specified in the EarthLinked® Warranty Allowance Schedule in effect at the time of system installation, for a period of five (5) YEARS.

**Two-Year Parts & Labor for HVAC Components:** If any EarthLinked® Compressor Unit part fails within two (2) years due to a defect in manufacture or ETI's fabrication of that part, ETI will provide for the replacement of the appropriate part(s) to the installer. The replacement part(s) will be warranted for the remainder of the two year period. If ETI provides the replacement part(s) for a failure within two years of installation due to a defect in manufacture or ETI's fabrication, ETI will also provide for the reimbursement (in the form of credit to the claimant's account) of labor costs to the installer, as specified in the EarthLinked® Warranty Allowance Schedule in effect at the time of system installation for a period of two (2) years.

**Twenty Year Parts & Five Year Labor for Earth Loops:** If any DIRECT AXCESS® Earth Loop fails within twenty years due to a defect in material or workmanship in manufacture, ETI will provide the appropriate replacement part to the installer. The replacement part will be warranted for the remainder of the twenty-year period. If ETI provides the replacement part for a failure within five years of installation due to a defect in manufacture or ETI's fabrication, ETI will also provide for the reimbursement (in the form of credit to the claimant's account) of labor, excavation and backfill costs to the installer, as specified in the DIRECT AXCESS® Warranty Allowance Schedule in effect at the time of system installation, for a period of five (5) years.

**Exclusions:** This Warranty shall not apply to damaged or missing required system components caused by transportation, improper or inadequate specification, sizing, installation, maintenance, service or alteration, any work done by unauthorized technicians, and acts of God; improper electrical supply, refrigerant or lubricant charge; use of system components in a contaminated or corrosive atmosphere or liquid supply; operation of the system at abnormal air or liquid temperatures, pressures or flow rates; improper backfill, grouting or compaction of earth loops; use of the earth loops in a corrosive soil without ETI's Cathodic Protection System, or earth loops subjected to electrical currents. This Warranty does not apply to field-supplied and installed components for this system.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF AND THIS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES. THE FOREGOING STATES ETI'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE AND SOLE REMEDY. ETI WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR CONTINGENT DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT IN ITS GOODS OR FROM THE USE THEREOF, NOR IS ANY OTHER PERSON AUTHORIZED TO ASSUME FOR ETI ANY SUCH LIABILITY.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE OR STRICT LIABILITY, SHALL ETI BE LIABLE FOR SPECIFIC, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF USE OF THE EQUIPMENT 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 ETI'S SUPPLIERS, DEALERS, AGENTS AND SUBCONTRACTORS. THE ABOVE LIMITATION ON CONSEQUENTIAL DAMAGES SHALL NOT APPLY TO INJURIES TO PERSONS IN THE CASE OF CONSUMER GOODS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LIABILITY FOR STRICT LIABILITY IN TORT, SO THAT THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY IN SUCH JURISDICTIONS.

ETI DOES NOT ASSUME, OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR ETI, ANY OTHER LIABILITY OFR AND/OR REGARDING THE SALE OF THIS PRODUCT AND/OR RELATED PRODUCT.