



Limited Warranty

General

Small planet USA LLC (the “Company”) warrants its WaterDrop system (the “System”) to be free from defects in material and workmanship under normal usage for a period of 3 years (5 years SanCo2 Heat Pump only)^[AR1] from the “Effective Date” as defined below. In the event of a covered defect within the warranty period, the Company will, at its sole option, replace or repair the defective product without charge to the customer.

The Limited Warranty is effective (the “Effective Date”) from the date of start-up of the customer’s WaterDrop system by a Company-authorized representative or contractor. References in this Limited Warranty to the date of the start-up are based on the date of the start-up form executed by a company-authorized representative or contractor.

The Limited Warranty set forth herein is given expressly and is the only warranty given by the Company with respect to the system. The Company makes no other warranties, express or implied. The Company hereby specifically disclaims all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

THE REMEDY DESCRIBED IN THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR THE COST OF REPAIRING OR REPLACING OTHER PROPERTY WHICH IS DAMAGED IF THE SYSTEM DOES NOT WORK PROPERLY, OTHER COSTS RESULTING FROM LABOR CHARGES, DELAYS, VANDALISM, NEGLIGENCE, FOULING CAUSED BY FOREIGN MATERIAL, DAMAGE FROM ADVERSE WATER CONDITIONS, CHEMICAL, OR ANY OTHER CIRCUMSTANCES OVER WHICH THE COMPANY HAS NO CONTROL. THIS LIMITED WARRANTY SHALL BE INVALIDATED BY ANY ABUSE, MISUSE, MISAPPLICATION, IMPROPER INSTALLATION OR IMPROPER MAINTENANCE OR ALTERATION OF THE SYSTEM.

The Company reserves the right to make changes or substitutions in parts or equipment with material of equal quality to the existing System configuration. Replacement components will be delivered to the owner F.O.B. nearest factory, at no cost, except for freight and local labor charges, if any.



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The Limited Warranty does not cover and is voided by:

1. failure to follow instructions or warnings,
2. problems caused by unauthorized attachments, modification, repairs or parts, including the use of unauthorized or inappropriate replacement parts
3. negligence or vandalism
4. problems due to foreign material, adverse or improper water conditions, chemicals, contamination, improper pH, water treatment activities or products, mineral deposits, or decomposition by galvanic action
5. defects or damage due to equipment shipping or placement
6. normal wear and tear
7. any abuse, misuse, unintended use, failure to maintain or inspect
8. modifications made to the product without the knowledge and prior written consent of the Company
9. any circumstances over which the Company has no control.
10. cold/recirculating inlet water pressure above 75 Psi.
11. replacement due to cosmetic reasons, or for reasons of noise, taste, odor; discolored and/or rusty water.
12. component failure caused by abuse, fire, freezing or other acts of nature, violence, or improper installation.
13. If the Power Outage occurs to the WaterDrop System at an ambient temperature below 27°F potential freezing of the piping to and from the Heat Pumps and internal piping and components in the Heat Pumps not covered under warranty.

This Limited Warranty does not cover failure resulting from the accumulation of residue inside the tank. This Limited Warranty does cover tanks and water heaters only when used for heating or storing potable water for domestic water heating purposes. Use for non-domestic (process) applications or for non-potable or high-purity water is not covered. Potable Water is defined as complying with the U.S. EPA Primary and Secondary Drinking Water Regulations with the exception that the routine maintenance level of free (residual) chlorine must be less or equal to 1.0 ppm.

The cost of accessing the site safely, including the cost of additional materials handling and/or safety equipment, shall be the customer's responsibility.

THIS WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL CLAIMS FOR DAMAGE TO THE BUILDING, BUILDING STRUCTURE, FURNITURE, CARPETS, WALLS, FOUNDATIONS, PERSONAL PROPERTY OR ANY OTHER CONSEQUENTIAL LOSS EITHER DIRECTLY OR INDIRECTLY DUE TO LEAKAGE FROM THE HEAT PUMP WATER HEATER SYSTEM, OR DUE TO LEAKAGE FROM TANKS, FITTINGS AND/OR PIPE WORK OF METAL, PLASTIC OR OTHER MATERIALS CAUSED BY WATER TEMPERATURE, POOR WORKMANSHIP OR



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OTHER MODES OF FAILURE. THE COMPANY SHALL NOT BE LIABLE BY VIRTUE OF THIS WARRANTY OR OTHERWISE FOR DAMAGE TO ANY PERSONS OR PROPERTY, WHETHER DIRECT OR INDIRECT, AND WHETHER ARISING IN CONTRACT OR IN TORT.

In no event shall the Company's liability on any claim exceed the purchase price of the System. All legal actions for breach of this Limited Warranty, or the terms and conditions of the contract for the sale of the System, must be commenced by customer on or before the expiration of one year from the date of alleged breach by Company of the sale agreement, or from the date any warranty claim is made. Otherwise, such action shall be time-barred.

Filing A Warranty Claim

Warranty claims must be in writing and may be made by email to warranty@smallplanetsupply.com. The Company shall be entitled to inspect the system prior to repair or replacement. Information, including model number, serial number, description of the condition which is the basis for the claim, and date of System start-up, must be provided for any warranty claims.

[AR1] Inserted 5-year warranty period for the - SanCO2 Heat Pump Only - in order to meet NEEA QPL rebate requirements.