

Heat Pump Warranty
LIMITED GEOTHERMAL HEAT PUMP WARRANTY
Effective for all units installed in 2009 and later.

HydroHeat®, a brand of GeoSystems®, LLC ("HydroHeat") warrants to the original purchaser ("Buyer") that all parts ("Parts") of the HydroHeat Geothermal Heat Pump purchased by the Buyer, excluding accessories, shall be merchantable and free from defects in materials and workmanship appearing under normal use within two (2) years of the Commencement Date (as that term is defined below). HydroHeat will, at its option and without charge to the Buyer, replace or repair any Parts which cause the HydroHeat Geothermal Heat Pump to be inoperable; provided, however, if HydroHeat elects to provide replacement Parts, it shall not be obligated to install such replacement Parts and the Buyer shall be responsible for all other costs, including, but not limited to, shipping fees and expenses. The Buyer must give written notice to HydroHeat of such warranty claim on or before the two (2) year anniversary of the Commencement Date.

HydroHeat further warrants to the Buyer that all compressors, air side heat exchangers, source water heat exchangers, filter driers, reversing valves, three-way diverting valves and expansion valves in the HydroHeat Geothermal Heat Pump ("the Refrigeration Components") shall be merchantable and free from defects in materials and workmanship appearing under normal use within five (5) years of the Commencement Date. HydroHeat will, at no cost to the Buyer, provide replacement Refrigeration Components which fail to satisfy the above warranty; provided, however, HydroHeat shall not be obligated to install such replacement Refrigeration Components and the Buyer shall be responsible for all other costs, including, but not limited to, shipping fees and expenses. The Buyer must give written notice to HydroHeat of such warranty claim on or before the five (5) year anniversary of the Commencement Date.

HYDROHEAT'S ONLY RESPONSIBILITIES AND THE BUYER'S ONLY REMEDIES ARE AS DESCRIBED IN THIS WARRANTY. THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. WITH RESPECT TO PARTS, IN NO EVENT SHALL ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, EXTEND BEYOND THE TWO (2) YEAR ANNIVERSARY OF THE COMMENCEMENT DATE. WITH RESPECT TO REFRIGERATION COMPONENTS, IN NO EVENT SHALL ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, EXTEND BEYOND THE FIVE (5) YEAR ANNIVERSARY OF THE COMMENCEMENT DATE. HYDROHEAT SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO, OR LOSS OF ANY PARTS OR COMPRESSORS WHILE IN TRANSIT. IN NO EVENT WILL HYDROHEAT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES.

Some states do not allow limitations on how long an implied warranty lasts and/or the exclusion or limitation of incidental or consequential damages, so the above limitation and/or the above exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

As used herein, the term "Commencement Date" means the date on which the Buyer purchased the HydroHeat Geothermal Heat Pump, as evidenced by the sales receipt for the HydroHeat Geothermal Heat Pump; provided, however, if the Buyer is unable to produce the sales receipt, the Commencement Date shall mean the date on which the HydroHeat Geothermal Heat Pump was installed.

OTHER TERMS AND CONDITIONS

HydroHeat shall have no obligations to the Buyer with respect to any HydroHeat Geothermal Heat Pump, Parts or Refrigeration

Components (collectively, "Products") that have been: altered; subject to misuse, negligence, accidental damage, abnormal use or service; operated or installed in a manner contrary to HydroHeat's published or written instructions; subjected to abrasion or corrosion; operated in connection with any liquid source that contains impurities which are corrosive to copper; or operated in a temperature range inconsistent with HydroHeat's published or written recommendations. HydroHeat's warranty obligations with respect to replacement Products are identical to those with respect to original Products; provided, however, in no event shall the warranty term for such replacement Products extend beyond the term established by the Commencement Date of the warranty under which HydroHeat was obligated to provide such replacement Products. HydroHeat shall have the right to retain possession or dispose of any Products replaced by it.

WARRANTY PERFORMANCE

If the Buyer believes his/her HydroHeat Geothermal Heat Pump is not operating properly, or has failed to operate, the Buyer must follow this procedure:

(1) Contact the servicing or installing contractor ("Contractor"), or, if the servicing or installing Contractor is not available, an authorized distributor of the Products.

(2) If the Contractor does not resolve the problem to the Buyer's satisfaction, the Buyer must provide written notification to HydroHeat identifying the Buyer's full name and address, the defective Products, the conditions under which the defect occurred, the date on which the HydroHeat Geothermal Heat Pump was purchased, the date on which the HydroHeat Geothermal Heat Pump was installed, the Contractor who installed the HydroHeat Geothermal Heat Pump, and the model and serial number of the HydroHeat Geothermal Heat Pump. The written notification should be addressed to:

HydroHeat®, a brand of GeoSystems®, LLC
33 West Veum
Appleton, MN 56208

(3) When HydroHeat receives the Buyer's written notification, HydroHeat will determine responsibility under this warranty for the repair or replacement of the defective Parts or Refrigeration Components. HydroHeat may require the Buyer or Contractor to return allegedly defective Parts or Refrigeration Components to it at the above address for inspection and confirmation of defects. If HydroHeat determines that the defect is covered by this warranty, HydroHeat will provide the Buyer or Contractor with further written instructions. HydroHeat may request in writing from Buyer, additional information to determine whether or not the defect is covered by this warranty. If the defect is not covered by this warranty, HydroHeat will notify the Buyer or Contractor in writing of the reason(s) why such defect is not covered by this warranty and the Buyer may then submit new or additional facts or request instructions for repairing the Parts or Refrigeration Components at the Buyer's sole expense.

If the Buyer or Contractor requests that a HydroHeat service technician or its appointed representative make a site visit to troubleshoot the installation, the Buyer or Contractor must pay for all travel related expenses, should it be determined that the problem was due to Products that have been: altered; subject to misuse, negligence, accidental damage, abnormal use or service; operated or installed in a manner contrary to HydroHeat's published or written instructions; subjected to abrasion or corrosion; operated in connection with any liquid source which contains impurities which are corrosive to copper; or operated in a temperature range inconsistent with HydroHeat's published or written recommendations.

You may contact HydroHeat at 1-800-432-6627.