

SolarAttic, Inc.

Factory Sales Terms ...

1. Purchaser assumes full responsibility for the installation, maintenance, use and application of all products purchased.
2. When installed per factory criteria, the SolarAttic Pool Heater has a Limited "90 Day Performance Guarantee." Performance guarantees and warranties listed herein apply to products purchased directly from SolarAttic and to the first purchaser only.
3. The PCS3 has a Limited Warranty of 36 months. The Goldline GL-235 has a 5-year Limited Warranty.
4. The purchaser assumes full responsibility for complying with all building codes.
5. All orders are subject to approval and acceptance by SolarAttic, Inc. Any order not accepted will be returned along with any check or money order sent.
6. Allow 2-4 weeks for delivery under normal conditions and up to 8 weeks under a factory backlog.
7. PRICES: Do not include freight, taxes, excises, fees, installation charges or insurance premiums.
8. ORDERS: All orders must be prepaid in writing either by check, money order or credit card. No COD'S.
9. FREIGHT: SolarAttic Pool Heaters are shipped freight collect, FOB, from the factory in Appleton, MN 56208. SolarAttic Pool Heaters are shipped in a custom crate by surface freight. Electronic controls and valves are currently shipped separately via UPS.
10. RETURNS: No returns are accepted without a return material authorization number (RMA#) and prior approval. Any return accepted must be shipped back to the factory freight prepaid and will incur a 20% return charge to reprocess, retest and restock the equipment. If equipment is received back in damaged condition, additional repair charges will be applied. No returns accepted after 90 days from ship date.
11. CANCELLATIONS: Cancellations prior to shipment will incur a 10% cancellation charge to offset the substantial expenses that the factory immediately incurs as a result of the order.
12. All Pool Heaters are shipped FOB Appleton MN and title passes to purchaser when the Carrier picks up the product(s). Claims for damage or shortages will not be considered unless both the Carrier and SolarAttic are notified within 10 days after receipt of goods and a claim has been filed with the carrier for the damage or shortage. It is the responsibility of the purchaser to file an immediate claim with the Carrier.
13. Shipping dates given are best estimates only and are not contractual delivery dates.
14. SolarAttic, Inc. reserves the right to change specs, design, materials & prices without notice.
15. Factory direct manufacturers representatives, distributors and dealers are all independent businesses and are not agents or employees of SolarAttic, Inc. They are solely responsible for the activities and actions of their businesses.
16. Factory direct distributors and dealers are responsible for their own Local, State and Federal taxes including unemployment compensation, FICA, Workers Compensation and all other employee based costs.
17. Unless a specific written marketing agreement has been executed with SolarAttic, Inc., the factory direct dealer has no agreement with SolarAttic.
18. There are no other terms & conditions of sale. All disputes are governed by the laws of Minnesota. The venue for all disputes is Hennepin County, Minnesota USA.