



## TEN (10) YEAR WARRANTY

### WARRANTY:

This is a ten (10) year limited warranty issued by ELM Distribution, 11370 Trade Center Drive, Suite 1, Rancho Cordova, CA 95742 covering SunUp collectors ("Collector") and components manufactured by Magen eco-Energy ("MeE"), when purchased for use in solar heating swimming pools. This warranty is non-transferrable and applies only to the original Purchaser and only to its original installation. When used for its intended purpose and properly maintained, ELM Distribution warrants that the collector and components will be free from defect in materials and workmanship in the manufacturing process under normal use for a period of ten (10) years from the Date of Purchase ("Warranty Period"). Collectors must be purchased from and properly installed by an authorized dealer. During that time, should a Collector or component exhibit a manufacturing defect, the defective collector or component will be repaired or replaced at ELM Distribution's option, without charge for the equipment and/or labor by ELM Distribution, or its authorized dealer. The Warranty Period shall begin the date of installation when purchased from and properly installed by an authorized dealer.

Your dealer is: \_\_\_\_\_ , \_\_\_\_\_  
Authorized Dealer Phone

### EXCLUSIONS & LIABILITY LIMITATIONS:

Warranty is valid for leaking only if installation and mechanical stability conditions, as detailed in the installation manual and its appendices, are met. If a valid claim under this warranty is received by ELM Distribution within the Warranty Period, ELM Distribution will, at its discretion, either (i) repair the defect without charge for the equipment and/or labor; (ii) replace the Collector with a product that is at least functionally equivalent to the original Collector. A replacement Collector or part thereof, which has been installed in accordance with the installation manual by ELM Distribution, shall assume the remaining Warranty Period of the original Collector. When a Collector or part thereof is replaced, any replacement item becomes the original Purchaser's property and the defective Collector or part thereof becomes the property of ELM Distribution. Additional charges by the authorized dealer, such as travel costs and parts or services not included in the warranty items, are the responsibility of the Purchaser.

ELM Distribution shall be released from all obligations under its warranty in the event (a) that the Collector has been subject to misuse, neglect, accident, other external causes, or improper installation, or if repairs or modifications were made by service personnel not authorized by ELM Distribution; (b) that the Collector was not installed and/or operated in accordance with all local fire codes and plumbing codes, ordinances and regulations, or SunUp's installation manual. This warranty is not valid for and does not apply to components not manufactured by ELM Distribution or to Collectors that have been dismantled and reinstalled. This warranty is valid only if dismantling and re-installation is done by an authorized dealer/installer.

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EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE FULL EXTENT PERMITTED BY LAW, ELM DISTRIBUTION SHALL NOT BE RESPONSIBLE AND/OR LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS RESULTING FROM ANY BREACH OF THE ABOVE WARRANTY OR UNDER ANY OTHER LEGAL THEORY.

### PROOF OF PURCHASE:

It is the responsibility of the original Purchaser to establish the original purchase date for warranty purpose. We recommend that a bill of sale or some other appropriate payment record be kept for that purpose. The following steps should be taken when a warranty claim is being activated:

1. Contact the dealer in which the system was purchased from. They are required to complete the "warranty claim form" on your behalf, including full details of purchase. Filling and sending a warranty claim form is essential, but not a sufficient condition for acceptance of a warranty claim. Warranty claim forms are available to dealers only at [www.elmdistribution.com](http://www.elmdistribution.com).
2. Comprehensive information about the system in question should be provided by an authorized dealer, which should include a sketch of the system, pictures of the system, and close up images of the problem areas.

### NOTE:

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.



# PRODUCT REGISTRATION

Thank you for your recent SunUp purchase. Below are the fields required for registration.

ELM Distribution advises you save a copy for your personal records.

**MAIL TO:** ELM Distribution  
Attn: SunUp Warranty  
11370 Trade Center Drive, Suite 1  
Rancho Cordova, CA 95742

## HOMEOWNER/BUSINESS INFO

Installation Type:  Residential  Commercial

Homeowner/Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## DEALER INFO

Purchasing Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## PRODUCT INFO

Product Installed: SunUp Panel Type: \_\_\_\_\_  
*Example: SU-48 = 4ft x 12ft*

Quantity: \_\_\_\_\_ Warranty Type: 10 Year Warranty  
*Number of Panels 1-1000*

Installation Date: \_\_\_\_\_ Date Code: \_\_\_\_\_  
*Located on Each Corner of the Panel (mm-yy)  
Arrow Points to the Month / Center Number is the Year*