



Apricus Australia

Commercial Hot Water Warranty

This warranty is effective on 1st September 2016

Apricus Australia Commercial Hot Water
By Apricus Australia Pty Ltd (ACN 111 285 271) ("Apricus Australia")
Terms and Conditions of Warranty

Terms and conditions for this warranty:

- Within 12 months from install – Should Apricus Australia determine that the claim is a valid warranty claim, then Apricus Australia shall organize for parts to be inspected/tested and shall advise for replacement.
- Over 12 months from install – Customer/Agent must engage with licensed plumber for repair. Apricus will replace component as per our warranty policy only.
- Any additional expenses incurred during the 12 month warranty period under this warranty policy will be borne by the product owner.
- Note: Product owners are recommended to always keep receipts, invoices, warranties and any installation record forms where applicable, in a safe place.

Necessary eligibility requirements to make claims under this warranty:

- The person(s) making the claim must be the product owner, body corporate or have consent to act on behalf of the owner.
- The person(s) making the claim must contact Apricus Australia as soon as they notice any defect(s) without excessive delay, and the product must be within its warranty period.
- The product must have its original serial numbers and/or rating labels where applicable.
- The product must be installed in Australia.

The warranty period begins from the date of installation of the component(s), in the event that proof of installation cannot be provided, the period begins from date of purchase, and in the event that this is also not available, the warranty will begin from date of manufacture of the product unless otherwise stated within the relevant clause(s).

Lodging a claim under this warranty:

1. For all warranty issues please call Apricus Australia on 1300 277 428 or email warranty@apricus.com.au.
2. Provide full product owner's contact details: name of owner, address of installation site, contact number(s), proof of original installation date or if not available, the date of manufacturing and serial number from the rating label, where applicable for water heaters and tanks.

Summary of Warranty Periods

Summary of Warranty Periods can be found in Table 1.

Component	Description	Warranty Period (Parts Only)	Warranty Period (Parts & Labour)	Reference Clause (but not limited to)
Thermostat and Element	Tank Thermostat, Element	1 year	1 year	7.1-7.3, 7.6
Valve	PTR Valve	1 year	1 year	7.1-7.3, 7.6
Pump	Grundfos Pumps (UPS, ALPHA and CM series)	2 years	1 year	7.1-7.3, 7.6
Controller	Apricus Controller and sensor leads (Resol)	1 year	1 year	7.1-7.3, 7.6
Storage Tank	Apricus Glass-Lined Storage Tanks <i>Tank models: SX315000DWA, SX400000DWA</i>	10 years on cylinder*	1 year	4.1-4.2, 4.5, 7.1-7.3, 7.6
	Apricus Glass-Lined Storage Tanks <i>Tank models: SX400000DWC</i>	10 years on cylinder*	1 year	4.1-4.2, 4.5, 7.1-7.3, 7.6
	Apricus Glass-Lined Storage Tanks <i>Tank models: AP315GLG, AP400GLG</i>	10 years on cylinder*	1 year	4.1-4.2, 4.5, 7.1-7.3, 7.6
Electric Storage Tank	Apricus Glass-Lined Electric Storage Tanks (excludes element and thermostat) <i>Tank models: DS315136DJA, DS400136DJA, DS315136DJB, DS400136DJB, DS315136DJA-AR, DS400136DJA-AR, DS315136DJB-AR, DS400136DJB-AR</i>	10 years on cylinder*	1 year	3.1-3.4, 4.1-4.2, 4.5, 7.1-7.3, 7.6
	Apricus Glass-Lined Storage Tanks (excludes element and thermostat) <i>Tank models: AP315GLE, AP400GLE, AP315GLEM, AP400GLEM</i>	10 years on cylinder*	1 year	3.1-3.4, 4.1-4.2, 4.5, 7.1-7.3, 7.6
	Apricus Stainless-Steel Heavy Duty Electric Tanks (excludes element and thermostat) <i>Tank models: MPE315001</i>	10 years on cylinder* See reference clauses.	5 years	3.1-3.4, 4.3, 7.1-7.3, 7.6
	Apricus Glass-lined Heavy Duty Electric Tanks (excludes element and thermostat) <i>Tank models: AP315GL336, AP315GL348</i>	7 years on cylinder* See reference clauses.	1 year	3.1-3.4, 4.4, 7.1-7.3, 7.6
Gas Water Heater	Bosch Gas Water Heater (26L/min and 32L/min) <i>Gas Booster Models: YS2670RAH, KM3211WH, KM3211WHQ</i>	3 years 5 years on Heat Exchanger	1 year	3.1-3.4, 7.1-7.3, 7.6
	Rinnai Gas Booster <i>Gas Booster Models: REU-V2426WS-AK/S26N, REU-V2426WS-AK/S26L</i>	3 years 5 years on Heat Exchanger	3 years	3.1-3.4, 7.1-7.3, 7.6

Gas Water Heater Add-ons	Bosch add-ons including flue kits and vent caps, controllers	1 year	1 year	7.1-7.3, 7.6
Gas Pack Manifolding Frames	Manifolding Frames for Gas Boosters, Storage Tanks or combination of both.	1 year	1 year	7.1-7.3, 7.6
Heat Exchanger	Titanium Heat Exchanger	5 years	1 year	7.1-7.3, 7.6
Expansion Tank	Expansion Tank	3 years	1 year	7.1-7.3, 7.6
Tempermate	Apricus Tempermate TMV's, Ball Valves, Strainer, Fittings and Pipes within	5 years	-	3.4, 7.1-7.3, 7.6-7.7
	Apricus Tempermate Cabinet and Frame	1 year	-	7.1-7.3, 7.6-7.7
	Apricus Tempermate Solenoid valve	1 year	-	7.7
	Apricus Tempermate UV Chamber	2 years	-	
	Apricus Tempermate UV Power Supply and Lamp	1 year	-	
Manifold Casing	Aluminium manifold leaking	15 years	2 years	5.1-5.4, 7.1-7.6
	Large area paint pitting or peeling	15 years	3 years	
	Rubber tube seal cracking	15 years	2 years	
	Rubber end cover cracking	15 years	2 years	
Solar Collector Copper Header	Copper header leaking	15 years	2 years	
Solar Collector Brass Fittings (Flared Nuts)	Brass fittings leaking or splitting of metal	15 years	2 years	
Evacuated Tube	Evacuated tube having a complete loss of vacuum. See section 4.1	15 years	2 years	
Heat Pipe	Heat pipe not transferring heat	15 years	2 years	
Frame	Frame structural failure, dimensional inconsistencies that affect installation	15 years	2 years	
Tube Clip	Tube clip structural failure	15 years	2 years	
Tube Rubber Cap	Tube rubber cap Cracking	15 years	2 years	

1. Warranty General Conditions

- 1.1 This Warranty is for Apricus Australia commercial hot water components as per Table 1 only, used in commercial applications.
- 1.2 To the extent that a claim falls under the 'Parts Only' Warranty Period, the Warranty covers the repair and/or replacement of such failed component in commercial use free of charge. However, the transport, installation and labour costs of repairing the component or delivering the replacement component and removing and replacing the existing component will be the responsibility of the Customer of the existing component.
- 1.3 To the extent that a claim falls under the 'Parts and Labour' Warranty Period, the Warranty covers the repair and/or replacement of such failed component in commercial use and any associated labour costs free of charge.
- 1.4 The decision to repair or replace the component that is the subject of the Warranty will be entirely at the discretion of Apricus Australia.
- 1.5 Where an Apricus component, as per Table 1, in commercial use, is repaired or replaced by Apricus Australia, the balance of any original Warranty Period will remain effective. The repaired or replaced part does not carry any additional warranty period.
- 1.6 Apricus Australia reserves the right to alter the design, components or construction to its Apricus Australia Commercial hot water system or custom design. Such alterations shall not constitute a defect in design or construction under this Warranty.
- 1.7 Any claim under this Warranty must include full details of the defect and/or damage to the Apricus Australia Commercial hot water system or component(s) in commercial use. All claims must be made within one (1) month of the detection of the defect.
- 1.8 Dated proof of purchase is required prior to commencement of any work under this Warranty.
- 1.9 Apricus Australia does not warrant any work conducted by the installer of the Apricus Australia Commercial hot water system or component(s) in commercial use.
- 1.10 This Warranty only applies to the Apricus Australia commercial hot water system and its components, or component(s) in commercial use and does not cover any plumbing or electrical associated parts, including but not limited to any parts supplied by any person installing the Apricus Australia Commercial hot water system or component(s) in commercial use.
- 1.11 To the extent permitted by law, Apricus Australia shall not be liable under this Warranty for any consequential loss or damage or any incidental expenses resulting from any breach of this warranty, including but not limited to, claims for damage to buildings, roofs, ceilings, walls, foundations, gardens, personal belonging or household effects, fixtures and fittings, or any other consequential loss, damage or inconvenience, either directly or indirectly due to leakage from the Apricus Australia commercial hot water system or component(s) in commercial use or any other matter related to the system or its operation.
- 1.12 The benefits conferred by this Warranty are in addition to all other rights and remedies in respect of the Apricus Australia Commercial hot water system or component(s) in commercial use, which the purchaser has under the Competition and Consumer Act 2010 and consumer protection legislation of the States and Territories. Nothing in this Warranty has the effect of excluding, restricting or modifying those rights.
- 1.13 Goods presented for repair may be replaced by refurbished goods of same type rather than being repaired. Refurbished parts may be used to repair/replace the goods.
- 1.14 This Warranty is effective for all Apricus Australia Commercial hot water system or component(s) in commercial use installed after 1st April 2016.

- 1.15 If the Customer has not paid in full for the Apricus Australia Commercial hot water system or component(s) in commercial use then this Warranty does not apply.
- 1.16 The Apricus Australia commercial hot water system or component(s) in commercial use are covered by a warranty against defective factory parts or workmanship from the date the Apricus Australia commercial hot water system or component(s) in commercial use is installed for the relevant period for such component as outlined in Table 1 – Warranty Periods.
- 1.17 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 1.18 AS/NZS2712 - The Australian Standard for solar collectors. Testing to meet this includes resistance to glass breakage and impact resistance under certain conditions including hail, stagnation conditions, protection against water ingress and structural strength. 'Apricus Australia has obtained AS/NZS 2712:2002 certification through Global Mark. The certification number is 100633.'

2. Installation

- 2.1 Upon installation of the Apricus component(s) in commercial use, the licensed plumber who installed the component(s) as a part of a commercial hot water system must complete a customer installation record form; containing the customer's contact details, product installation date, product serial numbers, licensed plumber contact details, summary of system format and contact phone number(s) of the merchant and/or group. A copy of the completed form should be left with the customer, a copy kept on permanent file by the installing plumber and a copy sent to Apricus Australia.
- 2.2 The Apricus component(s) must be installed in accordance with Apricus Australia's installation instructions, and all relevant local, state and national statutory requirements, including but not limited to, AS3500.4 & 5, AS5601, AS3000 and AS2712.
- 2.3 Installation must be completed by registered plumbers, gas fitters and electricians that are licensed in the State or Territory in which the installation is completed.

3. Water Heaters

- 3.1 For solar hot water systems, it is a legal requirement that water be heated on a regular basis to kill Legionella bacteria that can lead to Legionnaires disease. The frequency this temperature must be reached varies, and is explained below:
 - i. Bottom element electric boosted system - Once per week to 60°C;
 - ii. Mid element electric boosted system - Once per day to 60°C;
 - iii. Gas boosted systems Minimum 70°C each time water is drawn from the storage tank is less than 55°C.
- 3.2 The electrical system components must be installed and connected to a 240V power supply or three phase 415V power supply, by a qualified electrician in accordance with AS3000.
- 3.3 Gas water heaters with a thermostat setting of less than 75°C have the specified warranty period for parts only as per Table 1, however if set to greater than 75°C have 1 year for parts only.
- 3.4 The Gas water heater must be installed as per the specifications of the manufacturer, i.e. if the unit is internal, then it cannot be installed externally unless specified otherwise by manufacturer.
- 3.5 Maintenance of valves used within Tempermate systems must be carried out as required by the manufacturer and local regulations.

4. Storage Tanks

4.1 Apricus Storage tanks/ water heaters

- iv. Alterations or repair of the Unit other than by an accredited and licensed service agent or technician are not covered. Attachment of accessories or use of non-genuine replacement parts other than those manufactured or approved by the tank manufacturer are not covered by this Warranty.
- v. This Warranty applies only to the Unit and does not cover any ancillary plumbing or electrical parts supplied by the installer such as pressure limiting valve, tempering valve, line strainer, stop cocks, non-return valve, electrical switches, pumps or fuses, or faulty installation.
- vi. The Unit must be installed by a licensed tradesperson in accordance with information set out in the manual supplied with the Unit and/or any relevant statutory requirements. If the Unit is located in a position that does not comply with the installation instructions or relevant statutory requirements, then this Warranty does not cover major dismantling or removal of cupboards, doors, walls or special equipment and/or excessive labour, at the determination of the tank manufacturer, to make the Unit accessible for repair or replacement.
- vii. As required by legislation, including under the ACL, any claims for damage to furniture, carpets, walls, foundations or any other consequential loss either directly or indirectly due to defects of any kind in a Unit will only be met by tank manufacturer where the damage could be considered reasonably foreseeable and installed complying with the installation instructions and all relevant statutory requirements.
- viii. In addition to this Warranty, certain legislation (including the ACL) may give you rights which cannot be excluded, restricted or modified. This Warranty must be read subject to such legislation and nothing in this Warranty has the effect of excluding, restricting or modifying those rights.
- ix. If the tank manufacturer fails to meet a guarantee under the ACL, your remedy for such failure may be limited to any one or more of the following:
 - i. Replacement of the Unit;
 - ii. Repair of the Unit;
 - iii. Refunding the cost of the Unit;
 - iv. Payment of reasonable costs of having the Unit repaired;
 - v. Payment in respect of the reduced value of the Unit.

4.2 Apricus Glass-lined Tanks

- i. Apricus Australia warrants glass-lined water heater/storage vessels against faulty workmanship and materials. This warranty shall not apply to such Unit or part thereof, which has been the subject of fixed temperature settings in excess of 80°C, or if any repairs have been made by any person not approved by Apricus Australia.
- ii. The conditions, with regard to labour, apply within State Capital City metropolitan areas, as determined by Apricus Australia. Outside these areas, the unit or parts are to be returned, unless otherwise arranged, to Apricus Australia or a service agent nominated by Apricus Australia. All freight and insurance charges (both ways) are the responsibility of the owner. When making a warranty claim, it is the responsibility of the owner to provide proof of original purchase and the date of installation. The unit must be installed by appropriately qualified trades-people in accordance with relevant standards and local statutory

authorities' regulations. Responsibility for repairs to the unit cannot be accepted unless authorization to carry out repairs has been previously given by Apricus Australia. Where a warranty claim has been made and it is found that the fault is not within the unit, all costs will be charged to the owner. The warranty does not extend to any consequential loss or damage, which may be a result of the operation or non-operation of this unit, subject to any statutory warranty to the contrary.

iii. Note that the water quality parameters must not be exceeded as per section 7.6.

4.3 For the range of Heavy Duty Electric Stainless Steel water heaters, the warranty is as follows:

- i. For the period up to and including the 5th year after the date of original purchase, the repair or replacement of defective components, or at the discretion of the manufacturer, a replacement unit or parts including cost of labour to repair unit, will be covered;
- ii. For the 6th year after the date of original purchase, the same warranty will apply except that the owner will be charged 30% of such repair work and or cost of replacement parts;
- iii. For the 7th year after the date of original purchase, the same warranty will apply except that the owner will be charged 40% of such repair work and or cost of replacement parts;
- iv. For the 8th year after the date of original purchase, the same warranty will apply except that the owner will be charged 60% of such repair work and or cost of replacement parts;
- v. For the 9th year after the date of original purchase, the same warranty will apply except that the owner will be charged 80% of such repair work and or cost of replacement parts;
- vi. For the 10th year after the date of original purchase, the same warranty will apply except that the owner will be charged 90% of such repair work and or cost of replacement parts.

Note that the above conditions with regards to labour apply within State Capital city metropolitan areas, as determined by the tank manufacturer. Outside these areas, the unit or parts are to be returned unless otherwise arranged to the tank manufacturer or to a service agent nominated by the tank manufacturer. All freight and insurance charges (both ways) are the responsibility of the owner.

4.4 For the range of Heavy Duty Electric Glass-lined water heaters the warranty is as per Table 1.

- i. Water heater casing undergoing corrosion and/or paint peeling warranty period is 3 years for parts only, 1 year for parts and labour.
- ii. Note that the warranty period shall begin from the date of installation, where there is no record of this, the warranty period shall begin 60 days from the date of manufacture.

4.5 For the range of Apricus Glass-Lined Tanks (20mm and 40mm ports)

- i. For the period up to and including the 7th year after the date of original purchase, the repair or replacement of defective components, or at the discretion of the manufacturer, a replacement unit or parts including cost of labour to repair unit, will be covered;
- ii. For the 8th year after the date of original purchase, the same warranty will apply except that the owner will be charged 60% of such repair work and or cost of replacement parts;
- iii. For the 9th year after the date of original purchase, the same warranty will apply except that the owner will be charged 80% of such repair work and or cost of replacement parts;
- iv. For the 10th year after the date of original purchase, the same warranty will apply except that the owner will be charged 90% of such repair work and or cost of replacement parts.

Note that the above conditions with regards to labour apply within State Capital city metropolitan areas, as determined by the tank manufacturer. Outside these areas, the unit or parts are to be returned unless otherwise arranged to the tank manufacturer or to a service agent nominated by the tank manufacturer. All freight and insurance charges (both ways) are the responsibility of the owner.

5. Solar Components

5.1 For solar components the warranty periods are stated as per Table 1. Refer to section 6.4 and 6.5 for exclusions.

i. Rapid colour fading of manifold warranty period is 2 years for parts only and 2 years for parts and labour.

ii. Evacuated tube loss of vacuum

i. For the 30-tube collector, a minimum of three evacuated tubes must have a complete loss of vacuum in order for this to be covered.

5.2 Distributor/dealer/installer must quote the serial number when making a warranty claim and provide a copy of the Distributor Installation Record Form

5.3 Distributor/dealer/installer must provide to Apricus a dated photograph of the faulty products providing reasonable visual evidence of the defect; and

5.4 The faulty products must be kept in storage by the dealer for no less than ninety (90) days and made available for inspection by Apricus or its designee upon the request of Apricus unless otherwise agreed to in writing by Apricus.

6. Commercial 'Off the Shelf' (OTS) Systems

6.1 For commercial OTS systems, the warranty policy applies to the individual components as per Table 1.

7. Product Warranty Exclusions

This Warranty does not apply to any defects or damage that are not due to faulty factory parts or workmanship including, but not limited to, defects or damage caused by or resulting from:

7.1 Transport and Installation

- i. Transport, rough handling;
- ii. Improper storage;
- iii. Normal wear and tear and reasonable abrasion;
- iv. Incorrect or improper installation and maintenance of the Apricus Australia commercial hot water system or component(s) in commercial use, including but not limited to, installation and maintenance otherwise than in accordance with the instructions specific to the component(s) in commercial use and/or contained in the owner's manual supplied by Apricus Australia and/or standard industry practises;
- v. Incorrect system selection;
- vi. The Apricus Australia Commercial hot water system or component(s) in commercial use being relocated from its original point of installation.
- vii. Any damage incurred upon delivery of the component or system, must be reported within 48 hours of delivery to site.

7.2 Repair or Modification

- i. Unauthorised alteration or repair of the Apricus Australia Commercial hot water system or component(s) in commercial use, other than by a licensed plumber or by an approved Apricus Australia agent;
- ii. Unauthorised modification or attachment of any parts or accessories that are incompatible or non-industry standard components other than those manufactured or approved by Apricus Australia;
- iii. Serial tags/stickers on any of the components being removed or defaced;
- iv. Low voltage;
- v. Switching the ultraviolet lamp on and off more than four times in a 24 hour period.

7.3 Environmental and External Factors

- i. Accidental or intentional damage, acts of God, storm damage, vandalism, failure due to misuse or abuse of the product for purposes other than the intended application, or neglect of any kind;

- ii. Damage to power cable or wires, lightning strikes, dirty power supply or power surges and the power supply to the Apricus Australia Commercial hot water system or component(s) in commercial use being cut;
- iii. Attacks by any creatures/animals including but not limited to birds, rodents and/or insects;
- iv. Ingress of dirt or dust;
- v. The solar collector being left dry (no liquid circulation) and exposed to daily sunlight (i.e. Not covered) for a period exceeding 6 months;
- vi. Freezing in regions with minimum temperatures below -15oc (in accordance with AS/NZS 2712:2007 freeze level 1);
- vii. Corrosive environmental conditions beyond normal outdoor limits that exceed the reasonable performance of the specified materials of the component(s) in commercial use;
- viii. Corrosion, erosion, scaling or product affected by oxides or chemicals;
- ix. Failure due to tank corrosion where the magnesium anode has been degraded, and not replaced within the recommended maintenance periods advised by Apricus within manual.

7.4 Solar Components

- i. Manifold
 - i. Damage to the manifold casing during or after installation;
 - ii. Failure to seal insulation up to manifold casing for rear port manifolds;
 - iii. Piping connected to the inlet/outlet is "hung" off the collector, not properly supported causing rubber seal to be pulled out of shape;
 - iv. Gradual colour fade or colour inconsistency;
 - v. Large area paint pitting or peeling as a result of environmental conditions beyond normal outdoor limits (see section 6.3). Note that the paint pitting or peeling must be enough to be visible from ground level to be covered;
 - vi. Rubber tube seal cracking due to attacks by insects or animals (see section 6.3);
 - vii. Rubber end cover cracking due to attacks by insects or animals (see section 6.3);
- ii. Solar collector copper header
 - i. Leakage from any connection to header inlet or outlet;
 - ii. Defects resulting from exposure of the manifold header pipe to pressure exceeding 0.8Mpa/8bar/116psi;
 - iii. Defects resulting from exposure to flow rates exceeding 15 L/min or 4gpm;
 - iv. Defects resulting from the freezing of the liquid contained in the manifold header pipe;
 - v. Leakage of the manifold header pipe as a clear result of metallic corrosion and not structural braze failure;
 - vi. Poor heat transfer, excessive pressure drop, or blockage of header as a result of scale formation;
 - vii. Installation of more than five end port manifolds in series without flexible connections to allow unrestricted longitudinal expansion and contraction of the header pipe(s);
 - viii. Piping connection on the inlet/outlet of the collector that restricts longitudinal expansion and contraction of the header pipe(s);

- iii. Brass fittings (Flared nuts)
 - i. Brass fitting has been over torqued, indicated by deformation marks on corners of the HEX of the nut, crossed thread or other clear evidence of incorrect use;
 - ii. Spanner/wrench with teeth (rather than flats) has been used to tighten the fitting;
 - iii. Non Apricus supplied nipple has been used with the flared nut;
 - iv. Piping connected to the inlet/outlet is "hung" off the collector, not properly supported;
 - v. Copper flare has been deformed from original manufactured shape;
- iv. Evacuated Tube
 - i. Heat pipes are not installed correctly full depth into header ports, indicated by deformation of the tube top plate;
 - ii. Heat pipes are not running straight up and down the top side of the evacuated tube due to excessive rotation of the evacuated tube during installation;
 - iii. Collector mounting frame is installed in twisted (not squared or even) position putting stress on evacuated tubes;
 - iv. Loss of vacuum due to installation related causes;
- v. Heat pipe
 - v. Heat pipes are installed outside of the required 20-80deg installation angle;
 - vi. Heat pipes have been bent or damaged causing rupture to the copper pipe;
- vi. Frame
 - vii. Failure due to any modification to the mounting frame components;
 - viii. Failure when not installed in accordance with Apricus installation guidelines;
 - ix. Failure of non-Apricus fastening components or the structure to which mounting frame is attached;
 - x. Failure due to wind loading when the mounting frame installation has not been installed in line with special installation guidelines and local structural codes for high wind regions;
 - xi. Failure due to excessive snow loading;
 - xii. Corrosion of the metal due to exposure to environmental conditions that exceed the limits of the frame materials.
- vii. Tube clip
 - i. Corrosion of the metal due to exposure to environmental conditions that exceed the limits of the frame materials.
- viii. Tube Rubber Cap
 - i. Cracking due to attacks by insects or animals (see section 5.3).

7.5 Evacuated Tube Collector and Frame

- i. Breaches of warranty resulting from either:
 - i. Any use of a Product for any purpose other than its ordinary purpose, as well as any neglect, accident, or ordinary wear and tear;
 - ii. Damage from transport, shipping, handling, or any act of God or other Force Majeure;

- ii. Breaches of warranty result from installation that is not in accordance with either:
 - i. Apricus' installation and operation manual in effect on the date when the Product is sold to the Distributor;
 - ii. Instructions and/or all relevant standards, codes of practice, electrical wiring and safety regulations and any regional authority regulations;
- iii. A solar collector is damaged because of the failure of mounting brackets, fasteners, nails, straps or other components for solar collector mounting that are either not supplied by Apricus or not fastened according to the instructions supplied by Apricus.
- iv. A solar collector is damaged because of the failure to fasten it to structurally sound material, resulting in significant movement or vibration of the Product.
- v. Any component of the Solar Collector is damaged as a result of exposure to wind or snow loading.
- vi. The Product is exposed to environmental conditions or mechanical forces that exceed the levels that component materials can be reasonably expected to withstand.
- vii. The defective part, accessory, or component of the Product was not manufactured by Apricus, or Apricus' OEM suppliers.
- viii. The Product is opened, serial tag removed or defaced, or its structure is altered in any way.
- ix. If any maintenance or repair on the Product is completed by un-authorized persons.
- x. The Product is relocated from its original point of installation.
- xi. Not installed by a suitably qualified and licensed contractor.
- xii. Reduction in collector output due to gradual loss of tube vacuum over the life of the collector.

7.6 Water Pressure and Quality Thresholds

- i. Excessive water pressure above 800kpa when no ECV installed or 680kpa when ECV is installed and ECV setting is no more than 725kpa, negative pressure (partial vacuum), excessive temperature, water hammer;
- ii. Sludge, sediment and/or foreign particles accumulating as a result of connection to a water supply from filtered or treated sources such as; deionized water, spring water, untreated bore water or any water source non-suitable for human consumption;
- iii. Contamination and corrosion from particles in the water supply, with the water stored in the cylinder exceeding at any time the following levels:

Total hardness	</= 200 mg/litre or ppm
Total dissolved solids	</= 600 mg/litre or ppm
Electrical conductivity	</= 850 µs/cm
Chloride	</= 250 mg/litre or ppm
Magnesium	</= 10 mg/litre or ppm
Sodium	</= 150 mg/litre or ppm
Ph	Min 6.5 to Max 8.5

7.7 Tempermate Warm Water System

- i. If the product has been modified or repaired by anyone other than a warranty service by All Valve Industries or if it is repaired using unauthorised spare parts.

- ii. All Valve Industries is not liable for any damages incurred while using this product or if this product becomes faulty during use.

8. Glossary of terms

Glossary of terms and abbreviations used within this document.

Table 1 Glossary of Terms

Term	Definition
ACL	Australian Consumer Law is the national law for fair trading and consumer protection.
Brass fittings	Fittings used to connect manifold to manifold (connectors), or fittings related to connecting the manifold to copper pipe (elbows or straight fittings). These are made out of brass material.
Claim	Any claim, action, proceeding, loss, damage, cost, expense or liability whatsoever incurred or suffered by or brought or made or recovered against any person and however arising (whether or not presently ascertained, immediate, future or contingent)
Collector	Manifold, tubes and flush mount frame.
Controller	Device used in the SHW system to set the temperature requirements of the system to control relays such as pumps.
Copper header	The copper header pipe is within the manifold, and acts to transfer heat into water.
Corrosion	Process that involves deteriorating material due to oxidation.
Customer	Person(s) or body/bodies corporate to whom these terms and conditions are directed.
Cylinder	Refers to the tank cylinder.
Dry collector	Refers to a collector without any liquid circulating through it, being exposed to daily sunlight without being covered.
ECV	Expansion control valve
Electric water heater	A hot water storage tank that contains electric heating elements to heat water.
Electrical conductivity	Amount of dissolved material in water, which relates to its ability to conduct electrical current through it.
Element	An electric element is generally found mounted on electric hot water storage tanks and it works to heat water.
Element (bottom)	Bottom element refers to the location of the element being mounted towards the bottom of the hot water storage tank. This element heats volume of water above the bottom of the tank generally at off peak times.
Element (Middle)	Middle element refers to the location of the element being mounted towards the middle of the hot water storage tank. This element heats volume of water above the middle of the tank continuously.
Evacuated tube	The evacuated tube functions to capture heat from the sun.
Flared nuts	Fittings provided loosely connected on manifold outlets to allow connections to copper pipe or another collector through other brass fittings. Flared method of connecting can be used with these nuts to make secure connections.
Flow meter	Measures the flow rate of water.
Frame	A flush mount frame allows mounting of the collector flush onto the roof, the roof must be pitched at 20degrees or more. A tilt mount frame allows mounting of the collector on to the roof at an angle of either 30degrees or 45degrees onto a roof at an angle of less than 20degrees. The recommended pitch of the collector is the location's latitude +/- 10degrees.

Gas water heater	An auxiliary energy source, also known as a gas booster that functions to heat water.
Hardness	Water that is high in dissolved minerals.
Heat pipe	A heat pipe sits inside each evacuated tube and works to collect heat to transfer into the copper header pipe within the manifold.
Insulation	Materials used for heat retention.
Manifold	The manifold contains the copper header pipe that transfers heat into water.
pH level	Measure of how acidic/basic water is.
PTR Valve	Pressure, temperature relief valve.
Pump	Device using suction or pressure to move water
SHW	Solar hot water
Storage tank	Container holding volume of water.
Terms	These terms and conditions of sale.
Thermostat	Device that works with the electric heating element to regulate the temperature by activating or deactivating the element as required to a certain temperature.
Tube clip	Used to secure the bottom end of the evacuated tube (over the tube rubber cap) into the bottom track (part of the flush mount frame).
Tube rubber cap	Used to protect the bulb at the end of the evacuated tube.
Vacuum	A state of very low pressure. Vacuum is used in the evacuated tube to insulate heat in the tube once it is captured. Vacuum used within the heat pipe is used to create very low pressure to alter the behaviour of liquid inside (allowing liquid to boil at a lower temperature).
Water hammer	Also known as 'fluid hammer', refers to the pressure wave caused when a fluid in motion is forced to suddenly stop or change direction.
Wind loading	Force on a structure arising from the impact of wind on it.



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