



Zamna Solutions

Payment, Shipping, Returns, Legal & Limited Warranty Agreement

All business conducted between a customer and Zamna Solutions LLC (Zamna Solutions, or Zamna) is subject to the terms, conditions and policies of this document.

Payment Terms

All orders are prepaid before shipping. All payments must be made in US Dollars. Zamna Solutions accepts check, credit card, or PayPal from USA customers. Checks will be held for clearance or verification. International orders are paid via wire transfer. No cashiers checks or money orders will be accepted. Orders under \$7,500 are paid at the time of the order. Orders above \$7,500 require a 50% deposit and balance paid before shipping. All container, special, or non-standard orders must be fully prepaid or paid 50% deposit with balance secured by approved LOC (Letter of Credit) drawn on a USA bank.

Taxes

If Zamna Solutions is required to pay any sales, use, or excise tax related to any customer transaction, and such tax is not paid to Zamna Solutions at the time of the sale and Zamna Solutions is subsequently required to pay such tax, the customer is responsible for paying the amount of such tax plus any penalty, interest, or costs associated with collecting or remitting such tax.

USA Shipping Policy

Zamna Solutions ships products to its customers only via common carrier. Zamna Solutions does not itself deliver products or make any products available for customer pick up except via common carrier. It is the exclusive responsibility of the customer to pay any shipping costs, fees, taxes or other costs incurred in shipping. The estimated shipping quote provided by Zamna Solutions is the quote provided to Zamna Solutions by the applicable common carrier. If shipping circumstances beyond the knowledge or control of Zamna Solutions cause additional shipping costs or fees, such as security inspection, restricted delivery, lift-gate costs, inaccessible delivery address, etc., customer is responsible for the additional costs or fees.

Production & Shipping Intervals

Zamna Solutions ships standard heat recovery water heating systems within 3 days. Pool heating equipment is configured for each customer and typically ships within 5 days. Air conditioners: small orders usually ship within 5 days, container orders usually within 30-45 days. Special certifications require additional time. Any shipping delays will be communicated to customer.

International Shipping & Container Orders

For LCL orders Zamna Solutions ships to your USA freight forwarder. For container orders shipped by sea, Zamna Solutions will quote a price delivered to your port including insurance, and help complete ISF or other paperwork. Zamna Solutions can also quote EXW terms. Customer is responsible for all customs clearance, duties, taxes, drayage, storage, inspections, etc. Any shipping damage claims must be filed directly with the shipping and/or insurance company.

Payments For Container or Factory Direct Orders

Failure of customer to make final payment when due may result in cancellation of the order. Upon

ready to ship notification, customer will transfer final payment within 3 business days. Storage and re-scheduling fees of 1% of the order value, per day of payment delay after the 3rd day, shall be added to customer's cost. If final payment is not received within 10 business days, the order will be cancelled and the goods sent back to the factory for re-manufacturing if needed, and/or shipped to Zamna's Jupiter, Florida warehouse or other such location as Zamna Solutions designates for disposal. Fees for transportation, storage, re-stocking or disposal of up to 50% of the total order value will be charged to the customer and shall be deducted from any advance payment made by customer. Customer refund, if any, shall be forwarded to customer after Zamna Solutions has disposed of the goods.

IMPORTANT NOTICE ABOUT USA DOMESTIC SHIPMENTS

We ship out FOB Origin which means once a shipment is in the carrier's hands, it is the **consignee's responsibility to inspect the shipment before signing for receipt of it.**

When you or your agent provides a signature on the paperwork the delivery driver presents at the time of delivery, **you are signing that you have received the shipment completed and in good condition.**

We recommend that all of our valued customers thoroughly inspect shipments at the time of delivery:

- Any abnormalities, shortages, or damages **must be noted on the delivery receipt** at the time of delivery. Please alert your delivery representatives and contact us immediately so we can arrange for a prompt replacement.
- **All boxes should be opened for inspection** and pieces counted to ensure a complete delivery.
- **Make the driver wait while you review the shipment** and notate any damage on the delivery receipt.
- If the shipment looks damaged or wrong, you may refuse delivery. In this case, please notify us so that we can expect the return shipment.
- Write "**DRIVER REFUSED INSPECTION**" when signing the delivery receipt in the unlikely event a driver will not wait.
- **Failure to notate the delivery receipt at the time of delivery terminates any and all claims that can be filed on damaged merchandise.**

Shipping Damage Claims USA

Customer must inspect the shipment carefully upon receipt and note in writing, any damage, on the shipping company's documents, and retain a copy of the noted document. If the packaging has been dented, crushed or otherwise damaged and if not possible to fully inspect at time of delivery, the customer must note on the shipping company shipping documents "package damaged, may have concealed damage". The customer must inspect the products promptly, delayed claims for damages are not usually successful. Zamna Solutions can assist you with a damage claim but Zamna Solutions is not responsible for shipping damages. All damage claims must be filed with the shipping company and are subject to applicable tariff or law.

Return Merchandise Authorization

Zamna Solutions is under no obligation to accept any merchandise for return for any reason other than under a valid warranty claim or if we shipped a product different from what was ordered (wrong item). It is the customer's responsibility to determine, and order, the correct product for the customer's application. Zamna Solutions may agree to accept returns for exchange or refund at its sole discretion. Any merchandise returns authorized by Zamna Solutions, other than for defective or wrong product, must be return shipped pre-paid and any refund or exchange may be subject to a deduction for

shipping costs incurred plus a restocking fee of up to 25%.

Custom or special ordered products are not returnable. Before shipping any item to Zamna Solutions, customer must first contact Zamna Solutions and obtain a RMA (Return Merchandise Authorization) number. Zamna Solution will refuse delivery of any items shipped to us that do not have a valid RMA number on the shipping label.

Advance Replacement Program (ARP)

In order to make any exchanges or replacements as quickly as possible for the customer, Zamna Solutions provides an advance replacement option whereby Zamna Solutions can replace an item prior to receiving the item back from the customer. In order to ensure that Zamna Solutions receives the exchanged or replaced item back in a timely manner, not to exceed 30 days. Zamna Solutions requires advance payment for the replacement item and will refund or credit the payment after the replaced or exchanged item has been received, inspected/approved, provided it is received within 30 days. NOTE THAT IF ZAMNA SOLUTIONS

RECEIVES A RETURNED ITEM UNDER THE ARP PROGRAM THAT UPON INSPECTION IS DETERMINED TO BE OPERABLE AND NOT DEFECTIVE THERE WILL BE NO CREDIT FOR THE RETURN. LIKEWISE, IF THE ITEM HAS BEEN DAMAGED OR FAILED DUE TO MISUSE, NEGLIGENCE, IMPROPER INSTALLATION, ETC. THERE WILL BE NO CREDIT. In the event that a returned item fails to pass inspection as stated above, Customer will be responsible for shipping charges and Zamna Solutions will return the item to the customer at customer's request and expense.

NOTE: We must receive the ARP returned items within the 30 day window specified above. If Zamna Solutions does not receive the exchanged or replaced ARP item back from the customer within 30 days of shipping the replacement item, no credit or refund shall be made.

Force Majeure

Zamna Solutions shall not be liable to any customer for damages resulting from any delay or failure of delivery when such failure or delay results from acts of God, acts or threats of war, riots, civil insurrections, terrorism, or hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics, acts of sabotage, blockades, embargoes, accidents or interruptions to transportation, supplier delays or materials shortages, trade restrictions, strikes or other labor difficulties, regulatory or other acts of any Governmental Authority, and other events or circumstances beyond the reasonable control of Zamna Solutions.

Collections & Legal

If Zamna Solutions takes action to collect any unpaid monies from customer, Zamna Solutions shall be entitled to recover its reasonable collection and/or legal costs from the customer. In the event of any legal action brought under, or between the parties of this Payment, Shipping, Returns, Legal & Limited Warranty Agreement, exclusive law choice and venue shall lie in Jupiter, FL, USA.

Limited Warranty through HotSpot Energy Inc. (HotSpot or HSE)

Zamna Solutions LLC distributed HotSpot Energy (HSE) products are warranted directly through HotSpot Energy. HSE warrants to the original end-user customer that the HSE manufactured products will be free from defects in material and workmanship for the duration described herein, or as described on the official HSE product description, whichever is the longer term. HSE does not warrant that the

operation of any product will be uninterrupted or error free or that the equipment is suitable for any particular application. HSE's limited warranty covers only those defects that arise as a result of normal use of the product when installed by a qualified installer and does not cover any other problems, including those that arise as a result of: (i) improper installation, use, maintenance or modification; (ii) parts or supplies not provided or supported by HSE; (iii) operation outside the product's specifications; or (iv) unauthorized modification, repair, or misuse; (v) water quality problems; (vi) relocation

or re-installation of the product after original installation. An improper installation includes failure to comply with our instructions, relevant law, codes, industry best-practices and specified procedures/specifications of the relevant industry or regulatory bodies, for example, compliance with ASHREA, AHRI, BOCA, the US National Electric Code, local codes, etc., as applicable to the installation.

If HSE receives, during the applicable warranty period, notice of a defect in any product which is covered by HSE's limited warranty, HSE shall either repair or replace the product, or provide an equivalent new or reconditioned product, at HSE's option. If HSE is unable to repair or replace, as applicable, a defective product which is covered by HSE's warranty, HSE shall, within a reasonable time after being notified of the defect, refund the purchase price of the product less a reasonable deduction for damage or wear. HSE shall have no obligation to repair, replace or refund until the customer returns the defective product to HSE for a determination of the problem and/or Warranty coverage. Any replacement product may be either new, removed from another system, or repaired, etc. provided that it has functionality at least equal to that of the product being replaced. Any defective claim product must be returned to HSE for examination to determine if the product is defective or if failure is the result or misuse, improper installation or maintenance etc. HSE's determination will be final.

Zamna Solutions LLC Limited Warranty covers only products manufactured by HotSpot. Other products provided by Zamna Solutions carry their own respective warranties or guarantees. Zamna Solutions generally handles warranty claims on behalf of its 3rd party manufacturers, but is not obligated to do so. HSE warrants it's hardware only for repair or replacement. In no event shall HSE be liable for costs of repairs, labor, installation, or shipping costs related to a warranty claim.

Limitations of Warranty

TO THE EXTENT ALLOWED BY LOCAL LAW, ZAMNA SOLUTIONS LLC AND HOTSPOT ENERGY INC. MAKES NO OTHER WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Limitations of Liability

To the extent allowed by US local law, the remedies provided in this Limited Warranty are the customer's sole and exclusive remedies. TO THE EXTENT ALLOWED BY LOCAL LAW, IN NO EVENT SHALL ZAMNA SOLUTIONS OR HSE BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Local Law

This Limited Warranty gives the customer specific legal rights. The customer may also have other

rights which vary from state to state. International warranty claims are subject exclusively to Virginia, USA law.

To the extent that this Limited Warranty is inconsistent with US local law, the inconsistent parts of the Limited Warranty shall be subject to such local law. Under such local law, certain disclaimers and limitations of this Warranty may not apply to the customer. For example, some states in the United States may: (i) preclude the disclaimers and limitations in this Limited Warranty statement from limiting the statutory rights of a consumer; (ii) otherwise restrict the ability of a manufacturer to enforce such disclaimers or limitations; or (iii) grant the customer additional warranty rights, specify the duration of implied warranties which the manufacturer cannot disclaim, or allow limitations on the duration of implied warranties.

The Limited Warranty on each of our products is typically stated individually for each product we produce. Air conditioner: ([ACDC12 and DC48 here](#)) If no limited warranty is explicitly stated, the limited warranty period is as follows:

Heat recovery heat exchangers (copper coil) - 5 Years

Titanium heat exchangers (titanium coil) - 10 years

Pumps & compressors - 1 year

Stainless heat exchanger tanks - 5 years defects affecting operation

Other mechanical or electronic components - 1 Year

Solar thermal products: The greater of 1 year or as otherwise stated.

Solar thermal glass tubes: 5 years vacuum integrity (does not include breakage)

No warranty on glass breakage.

Other items not listed: 1 year.

Cosmetic (items not materially affecting performance)- 30 days