

[100 Stamp Paper]

DEALERSHIP AGREEMENT
BETWEEN
M/s. INTER SOLAR SYSTEMS (P) LTD.
AND
M/S.OM TELECOM

1 THE PARTIES:

This DEALERSHIP AGREEMENT is made on this 25.10.2017 at Chandigarh between **M/s. INTER SOLAR SYSTEMS (P) LTD**, a Company incorporated under the Companies Act, 1956 having its Registered Office-cum-works at 901A, Indl. Area, Phase-II, Chandigarh and having Head office at 901A, Indl. Area, Phase-II, Chandigarh, represented by its Director, Mr. Devinder Kaushal (hereinafter called "Inter Solar" or "Principal" of the one part) and M/s. Om Telecom

The expressions "Inter Solar" / "Principal" and M/s. Om Telecom Dealer" shall wherever the context may admit include their respective, successors, nominees and permitted assigns.

2. TYPE OF DEALER:

M/s. Om Telecom expressed its desire to represent INTER SOLAR as its DEALER for the sale of GOODS manufactured by INTER SOLAR in the territory of Ropar(Punjab)

INTER SOLAR accepted the request of .Represented by Mr. Parkash Sehgal and have agreed to appoint as its DEALER for the sale of GOODS manufactured by INTER SOLAR in the Territory of Ropar(Punjab)

for the period w.e.f 25/10/17 to 25/10/2018 on the terms and conditions hereinafter set forth in this agreement.

However, Dealer can sell Inter Solar Products in others area under written permission from the Principal. The PRINCIPAL will continue to service the customer directly in the event of inability of the DEALER to service the customer as per their requirement. Credit for such sales will not go to the DEALER.

Signature of Dealer

Signature of Company

3. GOODS:

The GOODS shall mean:

- i) Inter Solar – Solar Water Heating System (ISI – Marked & Non ISI Marked)
- ii) Solar PV Lighting System

4. PRICE:

The PRINCIPAL and DEALER have agreed to the following price structure for the supply of Solar Water Heating System (as per Price List enclosed).

GOODS	CAPACITY	RATE	Scope of Supply upto 1000 LPD
Solar Water Heating System	100 to1000 LPD	As per Price List enclosed	Enclosed (after signing agreement)

Note:

- i) The Prices quoted above are Ex-works, Chandigarh & up to 1000 LPD capacity. However, discount on Solar Water Heating System of capacity above 1000 LPD will be on case to case basis & with the written consent of Principal.
- ii) The Prices are excluding of Sales Tax, Entry Tax & Octroi
- iii) Transportation and transit insurance charges will be borne by the DEALER.
- iv) Scope of supply:
 - (a) The Solar Water Heating System consists of Solar Flat Plate collectors with M.S. Stand, supports, Hot Water Storage Tank with stand supports, internal pipeline, electrical backup (if required), Heat Exchanger (in EX& DX Models only).
 - (b) Cold Water supply pipeline to solar system , Hot water distribution pipeline from solar system, Electric Cabling for Electrical Back up, Civil work, Cold Water Tank etc will be charged extra as per actual measurement as per enclosed rates or the same can be done by customer itself.
- v) Installation of Solar Water Heating Systems is in the scope of dealer & installation charges will be borne by Dealer or Customer.

Note: The output of Solar Water Heating System on any day cannot be guaranteed. However average output per Annum can be guaranteed.

STD - Stands for basic Solar Water Heating System with EI. Backup. As such, we recommend the STD models only at places where water quality is very good i.e. TDS level is less than 100. (Air vent pipe open to Air is must in Hot water. Incase Air vent is not provided & tank gets vacuumed. Company will not provide any replacement of solar hot water tank.)

EX. - Ex. Stands for Executive Model. In executive model it is basic system with EI. backup for cloudy days with Heat Exchanger. The Heat Exchanger is fitted inside the hot water storage tank and the coolant is used as medium to transfer heat from collectors to hot water tank. As such, no scale formation takes place inside collector. (Air vent pipe open to Air is must in Hot water. Incase Air vent is not provided & tank gets vacuumed. Company will not provide any replacement of solar hot water tank.)

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Signature of Company

- DX-** The DX stand for deluxe model and has all the features of Ex. model. However, DX model has stronger tank for pressurized water supply applications for pressurized water supply maximum upto 4 kg/cm². For higher pressure application models with higher cost is available on order.
- ETC -** Cold water to ETC hot water tank system should not be opened for commissioning etc. during sunny hours. Cold water to ETC system should be filled before sunrise & at least 2 hours after sunset. Otherwise ETC tubes will burst & there is no guarantee for same. For fitting of ETC tube in tank during sunny hours.ETC tube should be first filled with Water then should be fixed in tank.
- vi) ORC (Over Riding Commission) will be admissible to the DEALER if the enquiry is generated by dealer & Principal is informed in writing about the said generated enquiry & the PRINCIPAL makes direct sale of products covered under this agreement to a party within the territory of the DEALER specified in this agreement & it is at the discretion of the Principal to specify the incentive in consultation with dealer. No ORC will be admissible if the DEALER fails to provide services to the said party for whatsoever reason.
 - vii) At present 5% GST is applicable on Solar Products i.e Solar Water Heating Systems and Solar Photovoltaic Modules. On installation of systems GST 18% is applicable.
 - viii) In the event of increase / decrease in the prices of major raw materials, due to statue or otherwise, price revision on an equitable basis will be effected with mutual consent of the PRINCIPAL and the DEALER.
 - ix) The DEALER has liberty to fix the Price of the GOODS to be sold by them within the Territory assigned to them. However, the maximum price to be charged by the DEALER shall not exceed such amount as may be mutually agreed to between the PRINCIPAL and the DEALER & it should not be more than the price list of Inter Solar enclosed.

5. TERMS OF PAYMENT:

Clean credit up to maximum limit equal to the L.C. opened by the dealer with company at any given time is being offered. However, Dealer will have to give D.D. equivalent to the invoice value against each & every dispatch before the dispatch of material from our Derabassi (PB) Works. Also, next consignment will be dispatched only after realization of previous credit balance.

The DEALER has confirmed to the PRINCIPAL that they will strictly adhere to the payment schedule without fail.

The PRINCIPAL will charge interest at the rate of 15% p.a. on delayed payment for the period of delay.

Payment Terms 100% advance along with work order by DD in Favour of M/s Inter Solar Systems Pvt. Ltd. payable at Chandigarh.

Signature of Dealer

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6. JOB RESPONSIBILITY OF DEALER

- A Installation & commissioning charges will not paid by the Principal of Solar Water Heating systems. It is the responsibility of dealer however companies engineer will be available for training & guidance if required.
- B Grouting of Solar Panels, Solar Water Heating System with roof, structure is the responsibility of Dealer, the Grouting of the systems should be strong enough to withstand a wind speed of 100km/h & Company will not be responsible if the system is uprooted due to storms etc.
- C To provide after sales service during warrantee period of five years with companies support wherever require for system installed through Dealer under Jawaharlal Nehru National Solar Mission (JNNSM)

Installation Guidelines see page (9)

7. DEALERSHIP DEPOSIT:

The DEALER shall deposit an amount of Rs. 30000/- (Rupees Thirty Thousand Only) free of interest with the PRINCIPAL towards Security Deposit for DEALERSHIP for COMMENCEMENT OF THE DEALERSHIP AGREEMENT.

The amount is refundable / Non- interest able to the DEALER after deducting any amounts due by the DEALER to the PRINCIPAL, on the expiry of this AGREEMENT OR ON TERMINATION OF THE AGREEMENT OR If the dealer is not interested to continue the business.

8. OFFTAKE GUARANTEE PER LOT:

THE DEALER HAS AGREED TO PLACE ORDER FOR GOODS ON THE PRINCIPAL AFTER FULFILLING CONDITIONS OF PARA 6 & 7 ABOVE WITHIN 15 DAYS OF COMMENCEMENT OF THE DEALERSHIP AGREEMENT. Failure to place purchase order within stipulated period after fulfilling pre-requisites requirements will amount to breach of this agreement and may result in termination of this agreement. The DEALER has agreed to lift a minimum quantity per lot as per details given below:

- i) Solar Water Heating System (ISI – MARKED&NON ISI MARKED) As per requirement.
- ii) Solar PV Lighting System

9. TARGET: The target for financial year 2017-2018 has been worked out mutually which is Rs. 50 Lacs.

Signature of Dealer

Signature of Company

10. SALES REPORT:

The DEALER will submit MONTHLY Sales Report to the PRINCIPAL within TEN days from the end of the MONTH.

11. DELIVERY PERIOD:

Under normal conditions the PRINCIPAL will ensure that the GOODS on order are ready for dispatch within 10 days from the date of receipt of confirmed Purchased Order in writing along with necessary advance. Any delay in supply of the GOODS beyond this period will be intimated by the PRINCIPAL to the DEALER as early as possible.

12. DURATION OF AGREEMENT:

This DEALERSHIP AGREEMENT shall become effective upon signature to this AGREEMENT by both Parties and would end on the occurrence of any of the events listed below:

- i) Breach of any conditions given in this contract or otherwise will entitle any Party agrees to terminate this agreement will three months notice in writing to the other side. The AGREEMENT will cease to have effect from the date of expiry of such Notice period and exclusively, if existing, will be withdrawn w.e.f. the date of such notice.
- ii) The Parties mutually agreeing to supersede this AGREEMENT with any other legal mode of co-operative understanding.
- iii) Twelve Months after coming into effect of this AGREEMENT, unless the Parties mutually agree to extend the AGREEMENT for a further period.
- iv) The DEALER failing to achieve target sales turnover as agreed to in this AGREEMENT provided the delivery schedule is maintained as per Clause No.11 of this AGREEMENT.
- v) The DEALER fail to honor the payments due to the PRINCIPAL in time.
- vi) The DEALER during the validity period of this AGREEMENT will not sell GOODS similar to those supplied by the PRINCIPAL to the DEALER, manufactured by any other party without written consent of the PRINCIPAL.
- vii) During the validity period of this agreement the dealer can not constitute any other agreement of similar nature (i.e. Solar Energy Products) with another Company / Competitor and cannot copy and use any designs and drawing of the principal after the expire of this agreement and if the dealer is found misusing the names of the principal and was found defaming the principal then the dealer have to pay the liquidated damage.
- viii) The dealer if found misusing the name of the principal or is found defaming the principal then the agreement is considered to be null and void and the dealer is bound to pay the damages to the principal and his security deposits shell be forfeited.
- ix) Dealer here by undertakes that in future if any point of time subsidy continue again than he will Claim subsidy only from Inter Solar Systems (P) Ltd under Channel Partner scheme and We Dealer (M/s. Om Telecom).will not claim subsidy from any other Channel Partner or state nodal Agency for the same customer.
- x) Dealer (M/s. Om Telecom).here by undertake that he will take prior approval of the principal before appointing any sub dealer. Sub Dealership Certificate will be issued by Inter Solar & not by dealer.

Signature of Dealer

Signature of Company

Note: Notwithstanding termination of the AGREEMENT under this clause, the DEALER shall be liable to pay all amounts due to the PRINCIPAL, on any account whatsoever, pertaining to this AGREEMENT.

13. TRANSIT DAMAGE:

GOODS will be insured by the PRINCIPAL on behalf of the DEALER. All claims in respect of the damaged material will be settled by the PRINCIPAL provided all the necessary formalities are completed by the DEALER within specified time frame. Otherwise no transit damage compensation deduction shall be admissible to the DEALER. However, material with any manufacturing defects will be replaced by the PRINCIPAL.

Dealer will comply with following requirements without which it will not be possible for the PRINCIPAL to compensate the DEALER for any transit damage:

- i) Intimation to PRINCIPAL & nearest office of the Insurance Company at the site of damage or on receipt of material by the DEALER in writing immediately.
- ii) Survey of damaged goods to be completed by the appointed surveyor of the Insurance Company immediately, in any case within 2/3 days until then material should be displaced to other location.
- iii) Acceptance of damage by transporter on G.R.
- iv) Dealer will furnish to the PRINCIPAL copy of the intimation letter acknowledged/received by the Insurance Company.

14. ADVERTISEMENT AND PUBLICITY:

The PRINCIPAL will provide advertisement and publicity support and bear 50% of the cost thereof only in the following cases:

- i) Advertisement in Newspapers and other Publications.
- ii) Display of Hoardings.
- iii) Display of Glow Signs at the Sales Outlet.
- iv) Business meet in Dealer territory with Architects, Plumbers & Any other mutually agreed promotional schemes.

The DEALER will have to send written proposals with quotations and take prior written approval from the PRINCIPAL for advertisement, publicity and promotional schemes as mentioned above. All details pertaining to advertisement, publicity and promotional schemes shall be provided by the PRINCIPAL. On completion of the advertisement / publicity / promotional Schemes, the DEALER will submit the bills along with documentary proof to the PRINCIPAL for having carried out the advertisement/ publicity / promotional schemes.

Signature of Dealer

Signature of Company

All literature / brochures carrying essential technical data required for marketing of the GOODS will be provided by the PRINCIPAL.

During the validity of this AGREEMENT, the DEALER is obliged to display the PRINCIPAL's name & logo on all the stationery items connected with the GOODS covered by this AGREEMENT.

The DEALER will provide a list of Customers Serviced by them at present. This list of customers serviced by the DEALER will be updated on a Quarterly basis. Simultaneously, the PRINCIPAL will also provide a list of customers presently serviced by them to the DEALER for their follow-up with regards to sale of GOODS covered under this AGREEMENT.

15. CHANGES TO THE AGREEMENT

Amendments additions or deletions to any of the Clauses in the AGREEMENT shall only be effective if made in writing and signed by both the Parties.

16. NOTICE:

Any notice required by this AGREEMENT or given in connection with it, shall be in writing in English language and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or by a recognized courier service. Proof of service shall be made available if required. In case any party do not want to do business with Inter Solar than it will have to give 6 months notice in writing to Inter Solar.

17. GOVERNING LAW:

This AGREEMENT shall be construed and enforced in accordance with the laws prevailing in India and the version in the English Language shall alone be the basis of such construction / interpretation.

18. HEADINGS:

Headings used in this AGREEMENT are provided for convenience only and shall not be used to construe the meaning or intent of anything contained in the body of the AGREEMENT.

19. ARBITRATION:

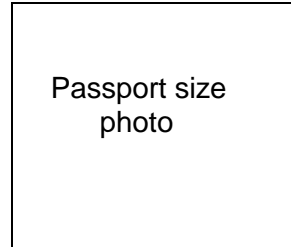
Any dispute or disputes arising in connection with this AGREEMENT or its validity which cannot be resolved by the Parties themselves shall finally be settled in conformity with the provisions of the Arbitration & Conciliation Act, 1996 by three arbitrators appointed in accordance with the provisions of the rules framed there under for the time being in force. The Arbitration shall take place in Chandigarh only.

Signature of Dealer

Signature of Company

This DEALERSHIP AGREEMENT has been drawn up in duplicate – one for each party – and each of the two sets shall be deemed to be the original.

IN WITNESS WHEREOF, this DEALERSHIP AGREEMENT has been executed at Chandigarh on the date stated above by the duly authorized representatives of the PRINCIPAL and DEALER.



PRINCIPAL

DEALER

For Inter Solar Systems (P) Ltd
Chandigarh

ForM/s. Om Telecom

DIRECTOR

PROPRIETOR

Witness:

Witness:

Signature:

Signature:

Name:

Name: Parkash Sehgal

Address:

Address: Preet Colony , DAV College Road, Ropar

Enclosed: 1 Copy of Ration card, Copy of Pan Card (Proof of Residence)
2 Blank Cheque(duly signed and stamped)

IMPORTANT PLUMBING AND INSTALLATION INSTRUCTIONS

We recommend that suppliers of Solar Systems should be finalized before starting plumbing of Solar Systems. However, following points should be taken care of before installing Solar System.

1. Select a site, which is shadow free & will remain shadow free in future as well.
2. Select the installation site in such a way that the outlet point for hot water is/are close to the Solar System. This is necessary for minimizing the loss of heat in the hot water pipelines.
3. Separate Hot Water Pipeline is to be laid from Solar System to user points and this line must be insulated with some insulation material like **Nitrile Rubber Insulation**, Glass Wool, asbestos rope etc. and guidance of plumber, pipeline supplying company or solar equipment suppliers must be consulted regarding type of insulations, diameter of hot water pipeline etc. before starting the pipeline for solar systems.
4. The hot water distribution pipeline should not be connected to fresh water pipeline.
5. The hot water piping is done by plumber, so our responsibility of hot water is limited up to roof top only, although we will guide the customer for plumbing, insulation.
6. It is the responsibility of customer for insulation of pipeline. However, the supplier will guide the customer in this regard, if discussed by the customer.
7. The diameter of hot water distribution pipeline should not be more than 25mm for Solar systems unless specified therein. However for pressurized Solar System the distribution pipes should not be more than 25mm Dia for houses / residences. For upto 300LPD ETC/FPC system Dia of pipe should be maximum 20mm.
8. The Cold Water Tank to supply cold water for Solar Water Heating System should be fitted in such a way that the bottom of Cold Water Tank should be 7 feet or above from roof level for upto 500LPD capacity, and 8.5 feet or above from roof level for solar water heating systems of capacity more than 500LPD. The Solar System supplier should be consulted before fitting of cold water tank. However the length of air vent should not be more than 6' for Flat Plate & 5' for ETC system. Support must be provided to Air vent pipes from ground etc. (**However for 100 LPD & 200LPD system the bottom of cold water tank height should be maximum 6' foot**).
9. Electrical cable to be laid by customer from Electrical panel up to Solar Water Heating System for Electrical Backup provided in Solar Water Heating System. El. Contractor / Solar Systems should be consulted for the same. The thermostat setting should be 55°C & should be checked while commissioning the system. (For 100& 200 LPD 2 Wires of 4m² with PVC Conduit pipe must be laid upto Solar Water Heating System).
10. Cold Water supply pipeline, Hot water distribution pipeline, Electric Cabling for Electrical Back up, Civil work etc will be charged extra as per actual measurement as per enclosed rates or the same can be done by customer itself.
11. The output of solar water heating system depends upon Sun, therefore, the output of SWHS can't be guaranteed on any particular day, however, the average output can be guaranteed.
12. As the water quality in North India is very bad. As such upto 50ppm chloride content in water SS tanks should be installed. For higher chloride contents MS tanks epoxy coated should be installed. Address for water test laboratory for chloride etc. is mailed or posted to you. (for clarification please mail us your requirement)
As such company is not responsible for leakages in tanks due to poor water quality or higher chloride contents & tanks should be sent at customer cost to our works at Derabassi for repair.
13. ETC SYSTEM : Cold water to ETC hot water tank system should not be opened for commissioning etc. during sunny hours. Cold water to ETC system should be filled before sunrise & at least 2 hours after sunset. Otherwise ETC tubes will burst & there is no guarantee for same. For fitting of ETC tube in tank during sunny hours. ETC tube should be first filled with Water then should be fixed in tank.
14. **For more Hot water output: (ETC/FPC)**
For 200LPD system order must be tank of Cap.2 x 100 LPD.
For 300LPD system order must be tank of Cap.1 x 200 & 1 x 100 LPD.
For 400LPD system order must be tank of Cap.2 x 200 LPD.
15. For 100LPD ETC System, 2 Manifolds must be in One row instead of 2 rows.
16. We have approved installation teams of solar water heating systems & you can choose any one from them OR you install the system through your own team & as per your requirement. Installation & commissioning is your/dealer responsibility.
17. Working pressure for pressurized systems should not be more than 3.5Kg/m². however higher pressure capacity solar water heating systems are also available.

FOR SNOW BOUND/ FREEZE PRONE AREAS:

18. For snow bound / freezing areas where pipes burst due to freezing. Glycol @2ltrs/collector should be charged in heat exchanger before the freezing season starts & customer should be educated by dealer about precautions for glycol, the glycol should not boil out from air vent / makeup tank during non usage of hot water, non running of pump in forced circulation system, otherwise collector will burst due to freezing company should not be kept responsible for it.
 - A For snow bound areas installation of collector/piping should be such that it should not obstruct the down slide of snow from roof.
 - B In case of ETC system snow should not piled up on tubes otherwise tubes will break. In case of Monkey prone/hail prone areas installation of ETC systems should be avoided or Monkey Jali protection on tubes should be provided.

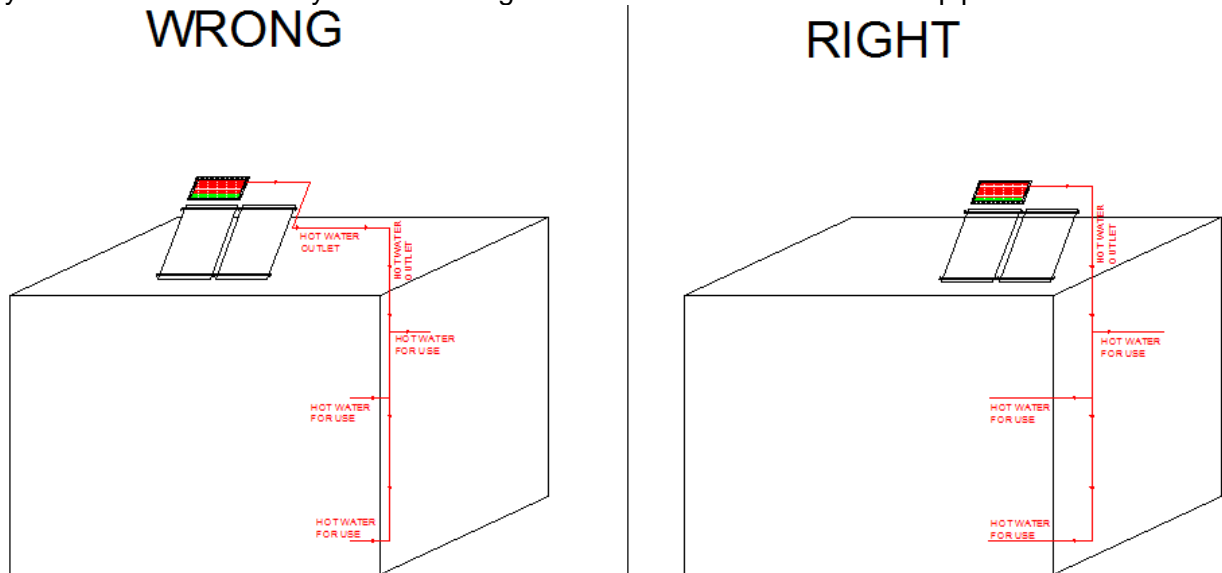
I have fully understood the installation instructions.

Accepted
(Dealer/Business Associate)

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We recommend that suppliers of Solar Systems should be finalized before starting plumbing of Solar Systems. However, following points should be taken care of before installing Solar System.

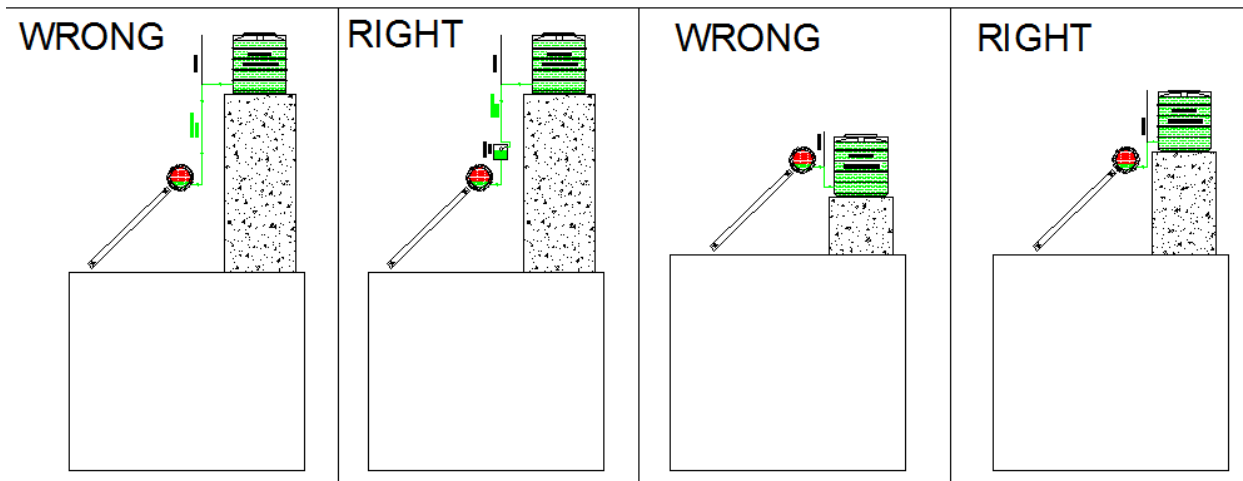
1. Select a site, which is shadow free & will remain shadow free in future as well.
2. Select the installation site in such a way that the outlet point for hot water is/are close to the Solar System. This is necessary for minimizing the loss of heat in the hot water pipelines.



3. Separate Hot Water Pipeline is to be laid from Solar System to user points and this line must be insulated with some insulation material like **Nitrile Rubber Insulation**, Glass Wool, asbestos rope etc. and guidance of plumber, pipeline supplying company or solar equipment suppliers must be consulted regarding type of insulations, diameter of hot water pipeline etc. before starting the pipeline for solar systems.
4. The hot water distribution pipeline should not be connected to fresh water pipeline.
5. The hot water piping is done by plumber, so our responsibility of hot water is limited up to roof top only, although we will guide the customer for plumbing, insulation.
6. It is the responsibility of customer for insulation of pipeline. However, the supplier will guide the customer in this regard, if discussed by the customer.
7. The diameter of hot water distribution pipeline should not be more than 25mm for Solar systems unless specified therein. However for pressurized Solar System the distribution pipes should not be more than 25mm Dia for houses / residences.
8. The Cold Water Tank to supply cold water for Solar Water Heating System should be fitted in such a way that the bottom of Cold Water Tank should be 7 feet or above from roof level for upto 500LPD capacity, and 8.5 feet or above from roof level for solar water heating systems of capacity more than 500LPD. The Solar System supplier should be consulted before fitting of cold water tank. However the length of air vent should not be more than 6' for Flat Plate & 5' for ETC system. Support must be provided to Air vent pipes from ground etc. (**However for 100 LPD & 200LPD system cold water tank height should be 6' foot**).

Signature of Dealer

Signature of Company



9. Electrical cable to be laid by customer from Electrical panel up to Solar Water Heating System for Electrical Backup provided in Solar Water Heating System. El. Contractor / Solar Systems should be consulted for the same. The thermostat setting should be 55°C & should be checked while commissioning the system. (For 100& 200 LPD 2 Wires of 4m² with PVC Conduit pipe must be laid upto Solar Water Heating System).
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11. The output of solar water heating system depends upon Sun, therefore, the output of SWHS can't be guaranteed on any particular day, however, the average output can be guaranteed.
12. As the water quality in North India is very bad. As such upto 50ppm chloride content in water SS tanks should be installed. For higher chloride contents MS tanks epoxy coated should be installed. Address for water test laboratory for chloride etc. is mailed or posted to you. (for clarification please mail us your requirement)

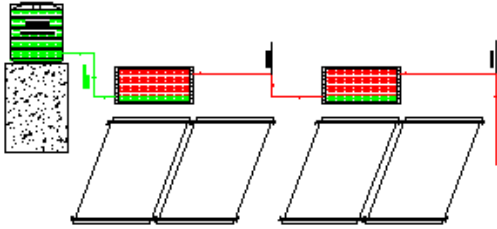
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14. **For more Hot water out put:**
For 200LPD system order must be tank of Cap.2 x 100 LPD.
 Airvent is must between 2/3/4/ soon tanks when connected in series to avoid vacuum in tanks due to which tanks will crushable.
For 300LPD system order must be tank of Cap.1 x 200 & 1 x 100 LPD.
 Airvent is must between 2/3/4/ soon tanks when connected in series to avoid vacuum in tanks due to which tanks will crushable.
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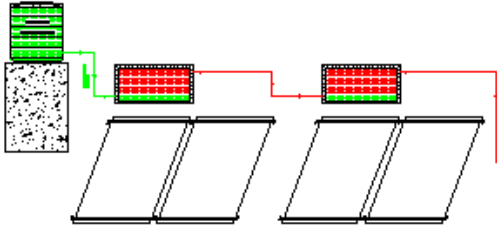
Signature of Dealer

Signature of Company

RIGHT

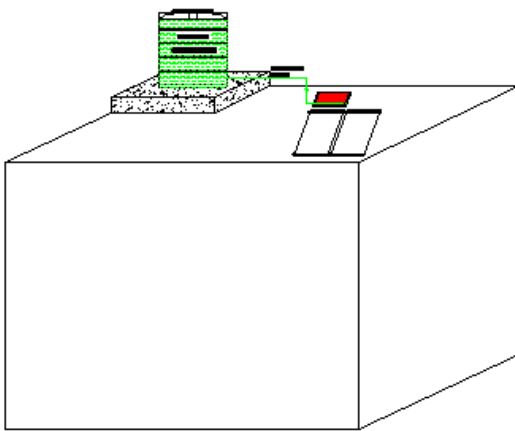


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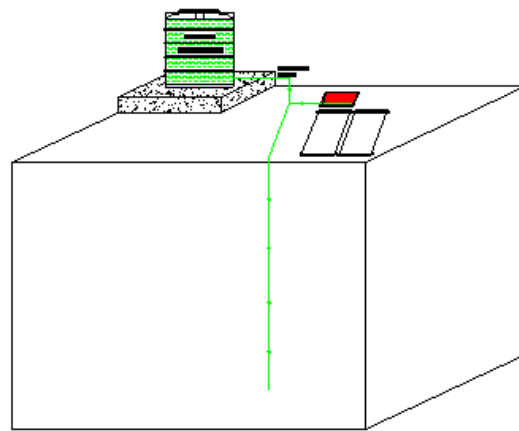


15. For 100LPD ETC System, 2 Manifolds must be in One row instead of 2 rows.
16. We have approved installation teams of solar water heating systems & you can choose any one from them OR you install the system through your own team & as per your requirement. Installation & commissioning is your/dealer responsibility.
17. Working pressure for pressurized systems should not be more than 3.5Kg/m². however higher pressure capacity solar water heating systems are also available.
18. Airvent is must in STD/EX/ETC Models. Heights of Airvent should be maximum 6" in STD & EX models & 3-4" in ETC Models.
19. In case of Non-Pressurised solar system (FPC & ETC) dedicated cold water pipeline connection should be provided as cold water inlet to solar hot water tank, otherwise cold water connections in home will get hot water.

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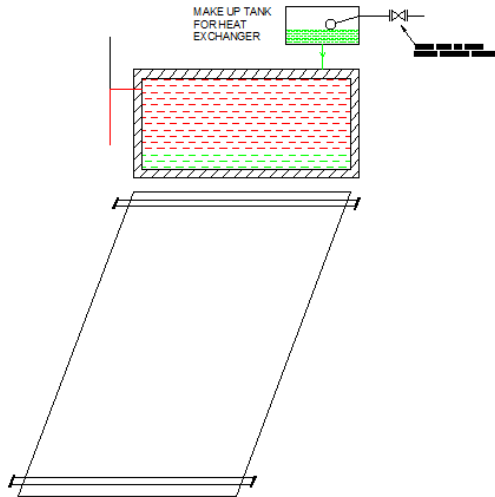


WRONG



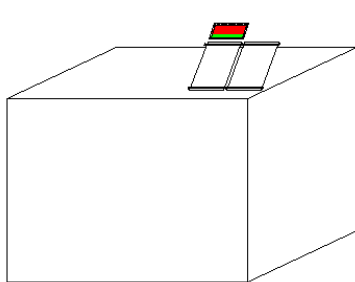
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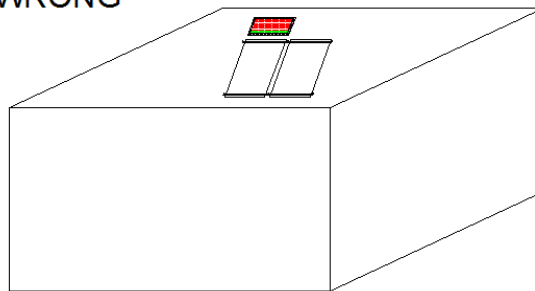


- A For snow bound areas installation of collector/piping should be such that it should not obstruct the down slide of snow from roof.

RIGHT



WRONG



- B In case of ETC system snow should not piled up on tubes otherwise tubes will break. In case of Monkey prone/hail prone areas installation of ETC systems should be avoided or Monkey Jali protection on tubes should be provided.

Accepted

(Dealer/Business Associate)