

## Electric Floor-warming Products 25-year Limited Warranty

SunTouch and Watts Radiant (the Companies) warrant their respective electric floor heating mats and cables (the Products) to be free from defects in materials and workmanship for twenty-five (25) years from the date of manufacture. Thermostats and controls sold by the Companies are warranted, parts and materials, for three (3) years from the date of purchase. The sole remedy for controls is product replacement. This warranty is only provided to customers who purchase the Products from authorized resellers, and is transferable to subsequent owners of properties where the Products are initially installed.

### Under this Limited Warranty, the Companies will provide the following:

If the Product is determined by the Companies to be defective in materials and workmanship, and has not been damaged as a result of abuse, misapplication or modification, the Companies will refund all or part of the manufacturer's published list price of the Product at the time of purchase in accordance with the following: 100% for the first ten (10) years, then prorated on a diminishing 25-year scale for the remaining warranty period.

### For example:

- (1) Product found defective in the 5th year will receive the full manufacturer's published list price of the Product at the time of purchase;
- (2) Product found defective in the 15th year, with 10 years remaining in the warranty period, will receive 10/25ths of the manufacturer's published list price of the Product at the time of purchase.

### In order to make a claim, you must:

- (a) Provide the Company with sufficient details relating to the nature of the defect, the installation, the history of operation, and any repairs that may have been made.
- (b) At the Company's discretion and at the owner's expense, ship the Product to the Company or the Company's local representative or distributor.
- (c) Provide proof that the Product was installed in accordance with the applicable Product Installation Manual and any special written design or installation guidelines by the Companies for this project.
- (d) Provide proof that the Product was installed in accordance with the National Electrical Code (NEC) or the Canadian Electrical Code (CEC), and all applicable local building and electrical codes.
- (e) Provide a retail sales receipt or proof of purchase.

### The following are not covered by this Limited Warranty:

- (a) Any incidental or consequential damage, including inconvenience, loss of time or loss of income.
- (b) Any labor or materials required to repair or replace the Product or control, not authorized in writing by the Company.
- (c) Any labor or materials required to remove, repair or replace flooring materials.
- (d) Any freight or delivery costs related to the Product, the control, or any related flooring or electrical products.

The Companies assume no responsibility under this warranty for any damage to the Product caused by any trades people, visitors on the job site, or damage caused as a result of post-installation work. The staff at the Company is available to answer any questions regarding the proper installation or application of the Product at this toll-free phone number: 800-276-2419. If you are ever in doubt about the correct installation procedure to follow, or if the Product appears to be damaged, you must call us before proceeding with the installation, or proposed repair.

THE COMPANIES DISCLAIM ANY WARRANTY NOT PROVIDED HEREIN, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE COMPANIES FURTHER DISCLAIM ANY RESPONSIBILITY FOR SPECIAL, INDIRECT, SECONDARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OWNERSHIP OR USE OF THIS PRODUCT, INCLUDING INCONVENIENCE OR LOSS OF USE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THIS DOCUMENT. NO AGENT OR REPRESENTATIVE OF THE COMPANIES HAS ANY AUTHORITY TO EXTEND OR MODIFY THIS WARRANTY UNLESS SUCH EXTENSION OR MODIFICATION IS MADE IN WRITING BY A CORPORATE OFFICER.

DUE TO DIFFERENCES IN BUILDING AND FLOOR INSULATION, CLIMATE, AND FLOOR COVERINGS, THE COMPANIES MAKE NO REPRESENTATION THAT THE FLOOR TEMPERATURE WILL ACHIEVE ANY PARTICULAR TEMPERATURE, OR TEMPERATURE RISE. UL® STANDARD LISTING REQUIREMENTS LIMIT THE HEAT OUTPUT OF REGULAR MATS AND CABLES TO 15 WATTS PER SQUARE FOOT DEPENDING ON CABLE INSTALL SPACING, AND UNDERFLOOR MATS TO 10 WATTS PER SQUARE FOOT, AND AS SUCH, USERS MAY OR MAY NOT BE SATISFIED WITH THE FLOOR WARMTH THAT IS PRODUCED. THE COMPANIES DO WARRANT THAT ALL PRODUCTS WILL PRODUCE THE RATED OUTPUT LISTED ON THE PRODUCT NAMEPLATE, WHEN OPERATED AT THE RATED VOLTAGE.

Some states do not allow the exclusion or limitation of incidental or consequential damages and some states do not allow limitations on how long implied warranties may last. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. SO FAR AS IS CONSISTENT WITH APPLICABLE STATE LAW, ANY IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO TWENTY-FIVE YEARS FROM THE DATE OF MANUFACTURE.

### Terms and Conditions

**Shipping Discrepancies:** Incoming materials should be inventoried for completeness and for possible shipping damage. Any visible damages or shortages must be noted prior to accepting the material. Once the receiving personnel accept the material on their dock, they have relieved the freight company of any responsibility. Any discrepancy concerning type or quantity of material shipped, must be brought to the attention of the Companies within 15 days of the shipping date entered on the packing slip for the order.

**Return Policy:** The Companies items may be returned within one year from the date of purchase, if they are not damaged or used. There will be a 25% restock charge applied to items returned due to overstock or customer order error. All returned items must be in new condition. Products, controls or other parts that have a quality defect will be replaced (not credited) at no charge to the customer. If an item is shipped in error, there will be no restocking charge. All items returned, for replacement, credit or repair, must have a Returned Goods Authorization (RGA) number, or they will not be accepted. Please call our order desk for an RGA number. Products older than one year are excluded from these terms and conditions and may not be returned. No returns will be accepted for the Custom TapeMat product.

Products that have been damaged, or Products that have been cut, may not be returned. This includes Products that have had mortar or concrete materials applied to them. These Products cannot be repaired and cannot be resold; therefore, we cannot accept them.

**Effective:** APRIL 1, 2006. This warranty applies to all Products purchased after this date.