

# SmartRooms

Thermal Comfort System

By Therma-Ray

## SMARTROOMS COMFORT CONTROL Warranty

Therma-Ray Inc. warrants that each Comfort Control is free from defects in material and workmanship and does not require maintenance, after proper installation as herein provided, for one (1) year from the date of installation. During this period Therma-Ray Inc will replace the defective controller without charge in accordance with the warranty guidelines below and if it has been used under normal conditions. This does not cover shipping or installation costs. Therma-Ray Inc. will not compensate for consequential damage, direct or indirect resulting from the failure of the controller. All other representations, warranties and conditions, whether oral or written, express or implied, statutory or otherwise are expressly excluded. The defective controller must be returned to the place of purchase, or sent pre-paid to Therma-Ray Inc. The warranty claim must be accompanied by proof of purchase (receipt).

### CONDITIONS OF WARRANTY

- 1) This warranty is void as to any control:
  - a) For which a duly completed Warranty Registration form has not been filed with Therma-Ray Inc. within ninety (90) days of the purchase of the Panel.
  - b) Installed other than in strict accordance with instructions provided by Therma-Ray Inc. and all applicable codes and regulations, or is installed by other than a duly licensed electrician.
  - c) That has been operated at an excessive voltage, or the building in which the controller resides has been affected by natural disaster such as a lightening strike.
  - d) Abused or damaged in any way at any time after delivery to the purchaser or purchaser's representative.
  - e) Poorly installed or damaged after installation.
  - f) If the owner of the building or structure in which the controller is located shall fail to notify Therma-Ray Inc. of the Warranty claim within sixty (60) days of the failure of the controller.
- 2) The filing of a warranty claim pursuant to 1 (f) authorizes but does not oblige Therma-Ray Inc. or a representative to inspect the controller and the manner of installation and to remove and replace the controller.

- 3) Notwithstanding any other provision of this warranty or any applicable statutory provisions, Therma-Ray Inc. or any of its officers, employees, agents or representatives shall not under any circumstances be liable to the purchaser for special or consequential damages or damages for breach of any express or implied warranty on this product.
- 4) This warranty does not cover misuse, shipping damage or use for purposes other than those intended.
- 5) The warranty applies only to the original owner. The warranty is not transferable.
- 6) The foregoing warranty is in lieu of all any implied warranty of merchantability, fitness for a particular non-infringement, and of any other obligation on the part of Therma-Ray.
- 7) No employee or representative of Therma-Ray Inc. has any authority to amend this warranty or to assume any additional obligation or liability on Therma-Ray Inc.'s behalf.
- 8) This warranty shall be governed by and construed in accordance with the laws of the Province of New Brunswick. Any provision of this warranty that is prohibited or unenforceable in any jurisdiction, be served from this warranty without affecting the validity or enforceability in that jurisdiction of the remaining provisions.

Subject to the foregoing, this warranty begins on the date of original installation of a controller.

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*The difference between heat and comfort.*

