

# SmartRooms

Thermal Comfort System

By Therma-Ray

## FLOOR WARMING SYSTEM Warranty

Therma-Ray Incorporated warrants that its SmartRooms Floor Warming System products (referred to in this warranty as "Products") will be free from defects in material and workmanship for five (5) years after their initial installation. This warranty extends only to the first retail purchaser (referred to in this warranty as "Buyer") of the products and only to Products in their original site of installation.

Therma-Ray, at its sole option, will repair or replace any Product covered by this warranty that is proven to be defective in the course of normal and proper use or accept return of such a Product for credit to the Buyer of the purchase price. The Buyer shall pay the cost of shipping the defective Product to Therma-Ray if Therma-Ray requests its return. If Therma-Ray elects to replace the defective Product, Therma-Ray shall pay the cost of shipping the replacement Product to the Buyer.

The Buyer shall (i) give Therma-Ray written notice and a detailed description of the alleged defective promptly (and in no event later than 30 days) after discovery of the alleged defect; and (ii) give Therma-Ray or its authorized representative an opportunity to inspect the Product and its installation before any repair, removal or replacement is carried out. Therma-Ray shall have a reasonable time (not to exceed 60 days) in which to determine whether or not Therma-Ray is liable under this warranty and, if liable, to elect whether to repair or replace or accept return of the defective Product.

Therma-Ray has no liability for defects caused by accident, misuse or neglect or by improper installation, repair, or testing. Therma-Ray has no liability for any costs or expenses associated with the installation or removal of any Product or the installation of any replacement Product or for any inspection, testing or redesign occasioned by any defect or by the repair or replacement of the Product, all of which are the Buyer's sole responsibility.

### **THIS WARRANTY SETS OUT THERMA-RAY'S ONLY OBLIGATIONS AND THE BUYER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY DEFECTS IN PRODUCTS.**

All other representations, warranties and conditions, whether oral or written, express or implied, statutory or otherwise, including without limitation any implied warranty or condition of merchantability or fitness for a particular purpose or non-infringement, are expressly excluded. In no event, whether as a result of breach of contract, tort liability (including negligence) or otherwise, will Therma-Ray or any of its directors, officers, employees, agents or representatives be liable for any special, indirect, incidental, exemplary, punitive or consequential damages or for economic loss of use, lost business revenue, lost profits or third party damages.

No employee or representative of Therma-Ray has any authority to amend this warranty or to assume any additional obligation or liability on Therma-Ray's behalf without the written approval of a duly authorized officer of Therma-Ray.

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 will, as to that jurisdiction, be severed from this warranty, without affecting the validity or enforceability in that jurisdiction of the remaining provisions.

Effective: August 22, 2005

*The difference between heat and comfort.*

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