

## EASYHEAT LIMITED WARRANTY AND LIABILITY

Revised June 13, 2012

EasyHeat warrants that if there are any defects in material or workmanship in any heating cable or accessory ("GOODS") during the first year after the date of purchase, unless otherwise specified by EasyHeat in writing, we will provide new products to replace any defective items, or we will refund the purchase price paid for the accessory or cable, not including any labor or other installation costs. As an alternate, we may elect to repair the cable or accessory at our factory with all shipping and other removal costs borne by the purchaser.

Our obligation to provide new products, refund the purchase price, or perform the repair described above is conditioned upon (a) the installation of the accessory or cable conforming to the directions set forth in our installation instructions and (b) the accessory or cable not having been damaged by mechanical or electrical activities unrelated to the operation of the accessory or cable.

**A refund of your purchase price, provision of replacement products or repair of the accessory or cable as described above, shall be your sole and exclusive remedy for a breach of this warranty. THESE ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY EASYHEAT WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO EASYHEAT IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT EASYHEAT'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY EASYHEAT FOR YOUR USE OR PURPOSE.**

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence, unauthorized modification or alteration, use beyond rate capacity, or improper installation, maintenance or application. To the extent that you or your agents have supplied specifications, information, representation of operating conditions or other data to EasyHeat in the selection or design of the Goods and the preparation of EasyHeat's quotation, and in the event that actual operating conditions or other conditions differ from those represented by you, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after your discovery of any warranty defects within the warranty period, you notify EasyHeat thereof in writing, EasyHeat shall, at its option, repair or replace F.O.B. point of manufacture, or refund the purchase price for, that portion of the Goods found by EasyHeat to be defective. Failure by you to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of your claim for such defects. Goods repaired or replaced during the warranty

period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment of the repaired or replaced goods, whichever is longer.

**This limited warranty does not cover any costs relating to the repair or replacement of any accessory or cable at the installation site.** Our accessories and cables are not easily accessible. A failed accessory or cable usually cannot be easily repaired. Replacement of a failed accessory or cable will require that the materials under which it is installed be removed to permit replacement of the accessory or cable. **We will not reimburse any costs relating to the repair or replacement of any accessory or cable at the installation site.**

**IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL EASYHEAT'S LIABILITY TO YOU AND/OR YOUR CUSTOMERS EXCEED THE PRICE PAID BY YOU FOR THE SPECIFIC GOODS PROVIDED BY EASYHEAT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR YOUR CUSTOMERS FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES. No agent, employee or representative of ours has authority to bind us to any affirmation, representation or warranty concerning the goods sold unless such affirmation, representation or warranty is specifically incorporated by written agreement.**

To obtain new products, arrange repair of existing product, or a refund under this warranty, please contact EasyHeat with a description of the defect and proof of purchase at the address noted herein.

**USA:**  
EasyHeat, INC.  
c/o EGS Electrical Group LLC  
2 Connecticut South Drive,  
East Granby, CT 06026  
800-537-4732

**Canada:**  
EasyHeat, LTD.  
  
99 Union Street  
Elmira, ON N3B 3L7  
800-794-3766