

# **ThermoTile® LIFETIME LIMITED WARRANTY**

## **RADIANT FLOOR HEATING MAT**

Thermosoft International Corporation (“Manufacturer”) warrants that its ThermoTile radiant floor heating mat (“Product”) is free from defects in manufacturing, materials and workmanship in manufacture and will perform under normal use for as long as the homeowner owns the home where ThermoTile was installed (“Limited Warranty Period”). Manufacturer is not responsible for damage to mats caused on the job. This warranty shall not be valid under the following conditions: 1) The preparation, conditions and installation of the Product is not in accordance with industry standards, Manufacturer’s installation guidelines, floor covering manufacturers’ installation guidelines, the Tile Council of America for ceramic, porcelain and natural stone applications, The National Electric Code (NEC), the Canadian Electric Code (CEC) and all applicable local electrical and building codes 2) the lateral sub-floor crack exceeds one-quarter inch (1/4 inch); 3) the installation is not conducted as per Manufacturer’s written instructions; 4) the sub-floor is not within tolerances of vapor emissions per industry standards; 5) defective materials such as mortar, tile, grout, or adhesive are used in the installation; 6) vertical cracking, settling or displacement occurs; 7) there exists a failure of floor patching or leveling materials, or use of non-approved patching or leveling materials; or 8) improper installation materials or methods are used, 9) local overheating is caused by use not in accordance with Manufacturer’s instructions, 10) the Product is not connected to the power source by a licensed electrician, 11) the owner fails to retain and supply resistance measurements recorded during installation as specified by the Manufacturer’s instructions 12) the Product’s heating elements are cut, punctured or tampered with. This limited warranty is extended to the original owner of the property where the Product is installed (the “Owner”) and does not cover damage to the floor or floor covering. This Limited Lifetime Warranty is further subject to the exclusions and limitations provided below and on the reverse side.

TO OBTAIN WARRANTY SERVICE, FOLLOW THE INSTRUCTIONS IN STEP 4 BELOW. UPON RECEIPT OF THE DEFECTIVE PRODUCT, PAPERWORK, RECEIPT AND RESISTANCE MEASURES, MANUFACTURER WILL EXAMINE AND TEST THE PRODUCT. IF IT IS DETERMINED THAT THE PRODUCT WAS PROPERLY INSTALLED AND FAILED DURING NORMAL USE AS A RESULT OF A MANUFACTURING, DEFECT, , THE MANUFACTURER WILL REMEDY THE DEFECT OR FAILURE WITHOUT CHARGE TO THE OWNER PROVIDED MANUFACTURER RECEIVES NOTICE OF THE WARRANTY CLAIM IN THE MANNER PROVIDED BELOW WITHIN THE LIMITED WARRANTY PERIOD. THE REMEDY FOR ANY SUCH DEFECT IS LIMITED, AT MANUFACTURER’S OPTION, TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF THE PRODUCT. THE WARRANTY PERIOD FOR THE REPLACEMENT PRODUCT WILL EXPIRE WHEN THE OWNER SELLS THE HOME.

THIS LIMITED WARRANTY DOES NOT APPLY TO THE THERMOSTATIC CONTROL UNIT WHICH IS A SEPARATELY PURCHASED COMPONENT THAT CARRIES ITS OWN WARRANTY. CONTROLS SOLD UNDER THE THERMOSOFT NAME ARE WARRANTED FOR ONE YEAR.

MANUFACTURER WARRANTS THAT THE PRODUCT PRODUCES THE RATED WATT OUTPUT LISTED ON THE PRODUCT LABEL WHEN OPERATED AT THE RATED VOLTAGE. MANUFACTURER MAKES NO REPRESENTATION CONCERNING THE TEMPERATURE LEVEL THAT WILL BE PRODUCED BY THE PRODUCT.

MANUFACTURER ASSUMES NO LIABILITY FOR THE COST OF FLOOR COVERING MATERIALS OR THE COST TO REMOVE OR REPLACE THEM.

**IMPORTANT: FOR THIS WARRANTY TO BE VALID, THIS PRODUCT MUST BE CONNECTED TO THE ELECTRICAL SOURCE AND PROPERLY GROUNDED ACCORDING TO THE INSTRUCTIONS BY A LICENSED ELECTRICIAN.**

THIS LIMITED WARRANTY IS FURTHER SUBJECT TO THE CONDITIONS, LIMITATIONS, AND EXCLUSIONS PROVIDED ON THE REVERSE SIDE.

## CONDITIONS/EXCLUSIONS TO THE LIMITED WARRANTY

THIS LIMITED LIFETIME WARRANTY IS FURTHER MADE SUBJECT TO THE FOLLOWING CONDITIONS AND EXCLUSIONS, PLEASE READ THE FOLLOWING CAREFULLY:

**1. Required Installation.** To be covered by this Limited Lifetime Warranty, the Product must be installed indoors following the Manufacturer's recommended installation instructions for the Product and the flooring manufacturer's recommended installation instructions for the floor covering. This Product may not be used directly over expansion joints.

**2. Limitation on Causes of Defects Covered Under Warranty.** This limited warranty covers only defects in manufacturing materials or workmanship and does not cover defects, malfunctions or failures resulting from any other cause including, without limitation: (i) improper or inadequate installation; (ii) damage caused by trades people or visitors to the job site or by cutting or puncturing or other post installation damage to the heating elements; (iii) defects caused by fire, flood, tornado, hurricane, earthquake, acts of God, differential settlement, insect infestation, extraordinary environmental conditions, riot or other civil insurrections, or acts of war or conflict; (iii) defects caused by abusive conditions or accidents, such as but not limited to cutting, severe impact or abnormal vibrations; (iv) installation or use of the Product in any manner not recommended by the Manufacturer; and, (v) defects caused by improper or inadequate maintenance, cleaning, use or care of any floor installed over the Product, including without limitation, the use of improper or unrecommended cleaning solutions or cleaning practices.

**3. Controlling Document.** This warranty is the sole and exclusive description of warranties applicable to the Product. Any written or oral representation, warranties or guarantees concerning the Product which are inconsistent with or beyond the scope of the description contained herein are superseded by this document and deemed inapplicable or void.

**4. Required Procedures to Submit a Warranty Claim.** In order to obtain performance of any warranty obligation, the Owner must do the following:

Contact the Manufacturer at the number listed below or by mail at the address listed below, and request a claim form. Complete and return the claim form along with the defective Product, Product Label showing serial number, the original dated sales receipt and a copy of the resistance measures recorded during installation to the Manufacturer by certified mail return receipt requested within the Limited Warranty Period. The phone number and address to contact the Manufacturer for these purposes is as follows:

**Thermosoft International Corporation**

Attention: ThermoTile® Warranty Claim Department

701Corporate Woods Parkway

Vernon Hills, IL 60061

Phone: (847) 279-3800 Fax: (847) 279-8845

THIS LIMITED WARRANTY IS GIVEN IN LIEU OF IMPLIED WARRANTIES. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE DISCLAIMED.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. TO THE EXTENT ALLOWED BY APPLICABLE LAWS, MANUFACTURER HEREBY DISCLAIMS ANY AND ALL SUCH RIGHTS.

UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE TO THE OWNER, OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL, OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED, UNDER THIS CONTRACT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY HEREBY SUPERSEDES ALL PRE-EXISTING WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE PRODUCT.

Rev.28.1.8.16

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