

WARRANTY

ThermoSoft NeverFreeze® provides a 3-Year Warranty (from date of purchase) for the Snow Melting Cables for the material and workmanship under normal operating conditions.

In case of defective material, ThermoSoft NeverFreeze®'s obligation will be limited to the repair or supply of new material, free of charge to the customer.

The Warranty does NOT cover installations made by unqualified personal or faults caused by incorrect design by others; misuse; damage caused by others; damage in transit; incorrect installation and any other subsequent damage that may occur. Cost related to repair/replacement will be fully chargeable to the customer if the damage is due to any of the above reasons.

ThermoSoft NeverFreeze® is under no circumstances liable for consequential damages or losses including without limitations the loss or profit arising from any cause whatsoever. The guarantee is a material warranty only and does NOT cover field labor. A qualified electrician MUST connect the heating system.

The Warranty is void if there is any payment default and if data is not filled in correctly.

EXCLUSIONS

ThermoSoft International Corporation shall in no event be liable for incidental or consequential damages, including but not limited to extra utility expenses or damages to property. This Warranty is null and void if:

- 1) The covering over the heater(s) is damaged, lifted, replaced, drilled into or repaired.
- 2) The heater fails due to damage caused during installation, unless damage is caused directly by an employee of ThermoSoft. It is therefore essential to check that the heater is working (as specified in the installation manual) prior and during installation.
- 3) Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere or other conditions beyond the control of ThermoSoft International Corporation.
- 4) Use of components or accessories is not compatible with ThermoSoft NeverFreeze® heaters.
- 5) ThermoSoft NeverFreeze® products are installed outside the United States.
- 6) Parts not supplied or designated by ThermoSoft International Corporation.
- 7) Damage or repair required as a result of any improper use, maintenance, operation or servicing.
- 8) Failure to start due to interruption and/or inadequate electrical service.
- 9) Any damage caused by frozen or broken pipes in the event of equipment failure.
- 10) Changes in the appearance of the product that does not affect its performance.
- 11) The owner, or his/her designated representative, attempts to repair the product without receiving prior authorization from ThermoSoft NeverFreeze®. Upon notification of a repair problem, ThermoSoft International Corporation will issue an Authorization to Proceed under the terms of this Warranty. If ThermoSoft NeverFreeze® is required to inspect or repair any defects caused by any exclusions referenced above, all work will be fully chargeable at ThermoSoft NeverFreeze®'s inspection and repair rates then in effect.

THERMOSOFT INTERNATIONAL CORPORATION DISCLAIMS ANY WARRANTY NOT PROVIDED HEREIN, INCLUDED ANY IMPLIED WARRANTY OF THE MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERMOSOFT INTERNATIONAL CORPORATION FURTHER DISCLAIMS 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 THAT EXTEND BEYOND THE FACE OF THIS DOCUMENT. NO AGENT OR REPRESENTATIVE OF THERMOSOFT INTERNATIONAL CORPORATION 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 INSULATION, CLIMATE AND COVERINGS, THERMOSOFT INTERNATIONAL CORPORATION MAKES NO REPRESENTATION THAT THE TEMPERATURE WILL ACHIEVE ANY PARTICULAR TEMPERATURE OR TEMPERATURE RISE. UL STANDARD LISTING REQUIREMENTS LIMIT THE HEAT OUTPUT OF THERMOSOFT NEVERFREEZE® HEATING, AS SUCH, USERS MAY OR MAY NOT BE SATISFIED WITH THE WARMTH THAT IS PRODUCED. THERMOSOFT DOES WARRANT THAT ALL HEATERS WILL PRODUCE THE RATED WATT OUTPUT LISTED ON THE HEATER THERMOSOFT NEVERFREEZE®, WHEN OPERATED AT THE RATED VOLTAGE.

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. Any discrepancy concerning type or quantity of material shipped, must be brought to the attention of your ThermoSoft NeverFreeze® retailer within 15 days of the shipping date entered on the packing slip for the order.

Miscellaneous:

The terms of this Limited Warranty are exclusive and supersede any other warranty or terms and conditions relating to the subject matter whether included in a purchase order for this product or in any other document or statement.