

Easy Heat Warm Tiles System – Cables & Mats

LIMITED WARRANTY AND LIABILITY

Easy Heat warrants to the original purchaser only, that if there are any defects in material or workmanship in any Warm Tiles mat or cable during the first fifteen (15) years after the date of its purchase, we will refund the purchase price paid for the mat or cable, not including any labor or other installation costs.

Our obligation to refund the purchase price described above is conditioned upon (a) the installation of the mat or cable conforming to the specifications set forth in our installation instructions and (b) the mat or cable not having been damaged by mechanical or electrical activities unrelated to the operation of the mat or cable.

A refund of your purchase price as described above shall be your sole and exclusive remedy for a breach of this warranty. This limited warranty does not cover any costs relating to the repair or replacement of any mat or cable. Our mats and cables are embedded in a mortar base, and then covered with ceramic tile, marble or equivalent finished flooring material. A failed mat or cable usually cannot be easily repaired. Replacement of a failed mat or cable will require that the finished flooring material under which it is embedded be removed to permit replacement of the mat or cable. **We will not reimburse any costs relating to the repair or replacement of any mat or cable.**

We shall not be liable for any incidental, special or consequential damages as a result of any breach of this warranty or otherwise, whether or not caused by negligence. 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.

We make no other express warranty regarding any Warm Tiles mat or cable. No affirmation of fact or promise made by us, by words or action, shall constitute a warranty. If any model or sample was shown to you, the model or sample was used merely to illustrate the general type and quality of the goods and not to represent that the goods would necessarily be of that type or nature. **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.**

Any implied warranty of merchantability or fitness for particular purpose that may arise in connection with the sale of this product shall be limited in duration to fifteen (15) years from the date of purchase. We disclaim all other implied warranties, unless we are prohibited by law from doing so, in which case all such implied warranties shall expire at the earliest time permitted

by applicable law. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

To obtain a refund under this warranty, please send a description of the defect and proof of purchase, postage paid, to Easy Heat at the addresses noted herein.