



Limited Lifetime Warranty

Carbonic Heat Corporation guarantees to the original consumer purchaser of Carbonic Heat EverWarm w/FlexHeat Technology installed in a single family home, multi-family home, or recreational property that Carbonic Heat Corporation will repair or replace any such Carbonic Products that are defective in materials or workmanship and will either repair or replace the product. This Limited Lifetime Warranty applies only to goods purchased from an authorized distributor, dealer, or installer.

This Limited Lifetime Warranty begins on the date of purchase. If repair is not commercially practical or cannot be made in a timely fashion, then Carbonic Heat will, at the original purchaser's option, either replace any defective Carbonic Heat products or refund the purchase price. There is no other warranty, express or implied. The warranty covers the cost of repair or replacement of Carbonic Heat system components, at the discretion of the Carbonic Heat Corporation. The maximum liability of the company is limited to five times the value of the original Carbonic Heat film purchase price per application at the original address or in the original property.

The warranty is further subject to the following conditions.

- EverWarm w/FlexHeat technology film must be installed according to Carbonic Heat's



- installation instructions. Any installation that is not done according to Carbonic Heat's installation instructions may void the warranty.
- Multiple EverWarm w/FlexHeat technology must not overlap any other radiant in-floor heat film. Any overlapping film may void the warranty.
 - EverWarm w/FlexHeat technology is to be protected by GFCI (ground fault current interrupter) circuit. Failure to do so may void the warranty.
 - EverWarm w/FlexHeat technology is to be installed with an in-floor heat sensor, which must be installed according to the Installation Guide. Failure to do so may void the warranty.
 - EverWarm w/FlexHeat technology is to be electrically connected to a dedicated circuit originating from the main electrical circuit panel. Failure to do so may void the warranty.
 - Installation is to comply with all local and national electrical and building codes as well all other applicable statutory requirements. Failure to do so may void the warranty.
 - Carbonic Heat Corporation reserves the right to modify or discontinue any of its products. For the repair or replacement of modified or discontinued products, Carbonic Heat will have the right to substitute current products and components of equal quality and as similar in appearance as possible.
 - Should a warranty claim be requested the manufacturer reserves their right to inspect the installed product with a manufacturer's agent or representative, prior to any destruction of the building materials to gain access to the heating film.
 - Any subsequent owner (after a change of ownership of the home or property) is eligible for a 5 year (from the date of the original product purchase) Limited Warranty.



EverWarm w/FlexHeat technology is to be used strictly in accordance with the following:

- Hard wire the system into 110 and or 240 volt – 15 or 20 Amp circuit. If one thermostat controls multiple systems, the thermostat's amperage and the circuit's amperage must be appropriate for the total electrical load of the systems, including the appropriate use of relays or contactors.
- Do not attempt to repair EverWarm w/FlexHeat technology as this may void the warranty.

Returns:

Purchaser agrees that under no circumstances will Carbonic Heat Corporation accept the return of goods, including EverWarm w/FlexHeat technology film, without express written authorization. A full credit will be given upon the receipt and inspection of factory defective or incorrectly shipped goods. Carbonic Heat will pay for replacement goods returned to customers or to authorized Carbonic Heat dealers.

Modifications:

Carbonic Heat reserves the right to implement technological and or manufacturing modifications, as deemed necessary, without prior notice.

Loss or Damage :



Delivery to the carrier shall constitute delivery to Carbonic Heat's customer. Carbonic Heat's responsibility terminates upon delivery in good condition to the carrier and all goods are shipped at customer risk.

How to Claim:

In order to file a claim, please follow these instructions:

(a) Provide the Company with details relating to the nature of the defect, the installation, the history of use, the date of purchase, and any repairs that have been made. (b) At the Company's discretion and at the owner's expense, ship the Product to the Company or the Company's local rep. (c) Provide proof that the product was installed in accordance with all written installation guidelines by the Company (d) Provide a sales receipt or proof of purchase along with the returned Product.

Repair or replacement, at the Company's option, is the exclusive remedy under this Limited Lifetime Warranty. Purchaser agrees that the company and any third party suppliers/manufacturers shall not be liable for any special, incidental, indirect, secondary, or consequential damages or for the damage, injury, or loss of life, property, or revenue, whether based on contract, tort, products liability, or any other legal theory, even if the damage, injury, or loss is caused by the negligence or other fault of the Company. The foregoing warranty is the only warranty made by the Company, and the Company makes no other warranties, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. No agent or representative of the Company 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 practices, building materials (including floor, wall, ceiling, and insulation materials), climate, and coverings, the Company makes no representation or warranty that the floor, wall, or ceiling temperature will achieve any particular temperature, or temperature rise. Due to certain requirements that may limit the heat output of mats and cables, users may or may not be satisfied with the floor warmth that is produced.

Disclaimer:

This Limited Lifetime gives the purchaser specific legal rights. The purchase may also have other legal rights which vary from state to state, so the above limitations may not apply to purchasers of the product in certain states. Some states do not allow exclusion or limitation of incidental or consequential damages, so the above limitation(s) may not apply to purchasers of such states. Any dispute under this Limited Warranty shall first be submitted to binding arbitration before the American Arbitration Association in Boise, Idaho.

Corporate Address:

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