



## EARTH STORAGE SYSTEM Warranty

ThermaRay Incorporated warrants that each Earth Storage Heating Panel is free from defects in material and workmanship as herein provided for ten (10) years subject to conditions hereinafter set forth. This warranty extends only to the first purchaser.

### CONDITIONS OF WARRANTY

- 1) A properly completed warranty card must be sent to ThermaRay Inc within 90 days after installation.
- 2) Therma-Slab Earth Storage installations must be made by a licensed electrical contractor in accordance with installation instructions provide by ThermaRay Incorporated. All wiring shall conform to the current National Electric Code.
- 3) The installed capacity must be at least the minimum recommended by the Therma-Slab Heat Loss Guide.
- 4) LOADCHECK resistance readings are required to validate the warranty. The readings must be taken during installation. A copy of the readings and the heat loss calculation must be sent to ThermaRay Incorporated.
- 5) Therma-Slab Earth Storage Panels are fully guaranteed for ten (10) years and begins on the installation date of the panels. If the product fails to satisfy the warranty, ThermaRay will refund the original purchase price.
- 6) All warranties are null and void if the heating panels have not been installed according to the manufacturer's installation instructions or have been operated at a voltage in excess of the rated voltage or have otherwise been abused or damaged in any way, or if they have been installed in a building or structure which has been demolished in whole or part, neglected, otherwise disturbed or moved and such structure was not originally designed and built to be moved.
- 7) All warranties are void if damage is caused by lightning, earthquakes or other such acts of nature.
- 8) While the Therma-Slab system requires no maintenance, all thermostats, time clocks and other system control devices must be checked for proper operation at the beginning of each heating season.
- 9) If the Therma-Slab Earth Storage Panels fail to fulfill this warranty, the owner of the building must forthwith notify ThermaRay Incorporated and a representative of ThermaRay shall have the right to inspect the panels and the installation thereof in that portion of the building where they are installed.

### **THIS WARRANTY SETS OUT THERMARAY'S ONLY OBLIGATIONS AND THE BUYER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY DEFECTS IN PRODUCTS.**

All other representations, warranties and conditions, whether oral or written, express or implied, statutory or otherwise, including without limitation any implied warranty or condition of merchantability or fitness for a particular purpose or non-infringement, are expressly excluded. In no event, whether as a result of breach of contract, tort liability (including negligence) or otherwise, will ThermaRay or any of its directors, officers, employees, agents or representatives be liable for any special, indirect, incidental, exemplary, punitive or consequential damages or for economic loss of use, lost business revenue, lost profits or third party damages.

No employee or representative of ThermaRay has any authority to amend this warranty or to assume any additional obligation or liability on ThermaRay's behalf without the written approval of a duly authorized officer of ThermaRay.

This warranty shall be governed by and construed in accordance with the laws of the Province of New Brunswick. Any provision of this warranty that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be severed from this warranty, without affecting the validity or enforceability in that jurisdiction of the remaining provisions

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