

EASYHEAT CONSUMER PRODUCT LIMITED WARRANTY

Revised June 13, 2012

EasyHeat, Inc. (“**EasyHeat**” or “**we**” or “**our**” or “**us**”), located at the address stated below, provides this limited warranty to the original purchaser only (“**you**” or “**your**”) of those products and accessories offered by EasyHeat (the “**EasyHeat Consumer Product**”). This limited warranty expressly terminates upon transfer of the EasyHeat Consumer Product by the original purchaser.

What is Covered

EasyHeat warrants to you that the EasyHeat Consumer Product, when installed and operated for residential use only in accordance with the applicable Installation and Operating Instructions and/or Owner’s Manual, and subject to the exclusions below, will be free of defects in materials and workmanship for a period of twelve (12) months from the date of purchase (the “**Warranty Period**”), unless otherwise specified by EasyHeat in writing.

What is Not Covered - Warranty Exclusions

This limited warranty does not extend to and expressly excludes:

- Normal wear and tear expected to occur during the normal course of use, including without limitation, cosmetic damage, scratches, dents or comparable and reasonably expected losses or damages.
- Loss or damage resulting from conditions beyond EasyHeat’s control including without limitation, misuse, accident, abuse, neglect, negligence (other than EasyHeat’s), unrelated mechanical or electrical activities, or modifications or alterations made by anyone other than EasyHeat or
- Loss or damage resulting from your failure to install and use the EasyHeat Consumer Product in compliance with the applicable Installation and Operating Instructions and/or Owner’s Manual.

What We Will Do to Correct Problems

If a claim is covered under this limited warranty, EasyHeat at EasyHeat’s sole option, (a) repair the defective portion of the EasyHeat Consumer Product or (b) replace the entire EasyHeat Consumer Product, or (c) issue a refund equal to the purchase price paid for the EasyHeat Consumer Product or a credit to be used toward the purchase of a new EasyHeat Consumer Product. In case of Warm Tiles Products, the mats and cables comprising our Warm Tiles Product 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. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT OF THE EASYHEAT CONSUMER PRODUCT, OR REFUND OR CREDIT OF THE PURCHASE PRICE. THIS LIMITED WARRANTY DOES NOT COVER ANY COSTS RELATING TO THE REPAIR, REMOVAL OR REPLACEMENT OF ANY PORTION OF THE WARM TILES PRODUCT.

No Other Express Warranty Applies

This limited warranty is the sole and exclusive warranty provided to

original purchasers of an EasyHeat Consumer Product. This limited warranty is exclusive and makes no other warranties with respect to description or quality of the EasyHeat Consumer Product. 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 EasyHeat Consumer Product and not to represent that the EasyHeat Consumer Product would necessarily be of that type or nature. **No EasyHeat agent, employee, dealer, or representative or any third party is authorized to alter this limited warranty or bind EasyHeat to any affirmation, representation or warranty concerning the EasyHeat Consumer Product unless such alteration, affirmation, representation or warranty is specifically incorporated by written agreement. The terms of this limited warranty shall not be modified by the original owner, or their respective successors or assigns.**

How to Notify Us

If you discover a non-compliance with your EasyHeat Consumer Product that you believe is covered under this limited warranty, you must contact us within the Warranty Period by calling in US: (800) 537-4732 or in Canada: (800) 794-3766. Alternatively, you may contact EasyHeat at the mailing address listed in the Installation and Operating Instructions and/or Owner’s Manual or in USA: 2 Connecticut South Drive, East Granby, CT 06026, and in Canada: 99 Union Street, Elmira, ON N3B 3L7. You can also contact us through EasyHeat’s local dealer. In order for a warranty claim to be processed, a copy of the original sales receipt must be provided to EasyHeat. EasyHeat will determine, in its sole and absolute discretion whether the claim is covered or subject to the limitations or exclusions described in this limited warranty. You may be asked to contact EasyHeat’s local dealer for further instructions on how to obtain the remedies available to you under this limited warranty. If you are asked to ship the EasyHeat Consumer Product to EasyHeat you will be provided with a return receipt authorization and we will ship the repaired or the replacement EasyHeat Consumer Product to you at no charge. Repairs or modifications made to the EasyHeat Consumer Product by anyone other than EasyHeat will nullify this limited warranty. Coverage under this limited warranty is conditioned at all times upon the original purchaser’s compliance with these required notification and repair procedures.

Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EASYHEAT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY ECONOMIC LOSS, WHETHER RESULTING FROM NONPERFORMANCE, USE, MISUSE OR INABILITY TO USE THE EASYHEAT CONSUMER PRODUCT OR EASYHEAT’S NEGLIGENCE. EASYHEAT SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT,

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INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL EASYHEAT'S LIABILITY TO YOU EXCEED THE PRICE PAID BY YOU FOR THE EASYHEAT CONSUMER PRODUCT. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment.

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.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE THAT MAY ARISE IN CONNECTION WITH THE SALE OF AN EASYHEAT CONSUMER PRODUCT SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD. 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 or province to province.