



Floor Warming and Heating Systems

LIMITED WARRANTY

Floor heating installation system for Green Cable *Surface* – FLEXSnap by FLEXTHERM

FLEXTHERM Inc. (hereinafter referred to as FLEXTHERM) warrants to the original purchaser that the FLEXSnap installation system (hereafter referred to as the Product) designed and manufactured by FLEXTHERM, once installed according to FLEXTHERM's instructions, shall be free from defects in material and workmanship as described in this document. This Limited Warranty is not transferable, or assignable in any way, unless allowed by a province's or a state's statutory dispositions.

COVERAGE PERIOD:

This Limited Warranty takes effect on the day the Product is purchased by the first owner and remains in effect for a five (5) year period [sixty (60) consecutive months]. This Limited Warranty is valid for Products purchased and installed in Canada and in the United States only.

EXCLUSIONS – ARE NOT WARRANTED:

- Damages resulting from abuse, improper installation, unauthorized service, inappropriate maintenance or use of chemical cleaning products, improper storage, modification or use of parts other than those manufactured or supplied by FLEXTHERM;
- Damages resulting from Product abuse or negligence;
- Use of heating cables other than those manufactured by FLEXTHERM;
- Damages caused by a structural failure, inadequate subfloors, an improper substrate or subfloor preparation, an improper structure or anchoring design or fault;
- Cracks resulting from structure movement, excessive deflection or other substrate defects;
- Damages caused by humidity, water, flooding, an accident, fire, a natural disaster or vandalism;
- Indirect or accessory damages or all other damages (including labor costs, inconvenience, loss of time or loss of income).

LIMITATION OF LIABILITY CLAUSE:

WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXCLUDED.

ALL CONSEQUENTIAL OR ACCESSORY DAMAGES ARE EXCLUDED FROM THE COVERAGE UNDER THIS LIMITED WARRANTY.

SOME PROVINCES OR STATES DO NOT AUTHORIZE DISCLAIMERS, LIMITATION CLAUSES OR EXCLUSIONS AS LISTED ABOVE; THEY MIGHT THEREFORE NOT APPLY TO EVERY WARRANTY HOLDER. THIS LIMITED WARRANTY GIVES SPECIFIC ENTITLEMENTS THAT MAY BE DIFFERENT FROM ONE PROVINCE OR STATE TO THE OTHER.



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Place
Stamp
Here

FLEXTHERM INC.
2400 DE LA PROVINCE STREET
LONGUEUIL (QUEBEC) J4G 1G1
CANADA

LIMITED WARRANTY (Continued)

CONDITIONS:

This Limited Warranty is applicable only to new and unused Product purchased from FLEXTHERM or its authorized dealers, as long as the installation instructions found in the installation guide have been respected.

All claims made under the coverage of this Limited Warranty must be submitted to FLEXTHERM Inc. in writing within seventy-two (72) hours following the event leading to this claim or the appearance of the defect (by fax at 1-877-353-9843).

Claimants, under the coverage of this Limited Warranty, must present their claim to FLEXTHERM along with a proof of purchase of the Product, a proof that the installation of the Product has been made according to the installation guidelines (pictures are recommended) and all other documents required by FLEXTHERM. Only FLEXTHERM can authorize repair work if it is determined that the claim is valid.

All parts replaced under the terms of this Limited Warranty become the property of FLEXTHERM.

WHAT FLEXTHERM WILL AND WILL NOT DO:

FLEXTHERM's obligation under this Limited Warranty is limited to, without prejudice, the repair or the refund of the Product provided beforehand, or to the replacement of the specific portion of the original installation, including the FLEXSnap mesh, mortar, floor covering, incurred and justified expenses, as well as labor, with products available at the time the repair is conducted, if FLEXTHERM has determined that the Product has defects in material or workmanship.

FLEXTHERM will repair or refund the defective Product, or the specific portion of the original installation, in its sole and absolute discretion, free of charge. Refunds will only be given for defective parts. No compensation or refund of any kind will be given, particularly for cost and freight, or loss of income or loss of profit incurred by the warranty holder. If FLEXTHERM chooses to refund the Product, the refund will be equal to the lowest amount between the purchase price and the suggested retail price.

All claims must be received and assessed by FLEXTHERM before any repairs are made; failure to comply with this condition cancels all recourse under the coverage of this Limited Warranty. FLEXTHERM can, at its discretion, inspect the site and obtain samples of the products used on the site before determining the validity of the claim.

In order to maintain its commitment to the quality of the Product and innovation, FLEXTHERM reserves the right, at any time and under no obligation, to review, change, modify or cease any specifications, characteristics, designs or components of the Product.

INSTALLATION CONDITIONS:

In addition to complying with the conditions included in FLEXTHERM's installation guide that is in effect, which is an integral part of the Limited Warranty, the installation of the Product must be made in compliance with the construction standards effective in the warranty holder's region, along with the installation guide of FLEXTHERM's Green Cable Surface.



WARNING: The installation of the Product using an adhesive other than a polymer-modified mortar recommended by FLEXTHERM can result in failures and defects, which are not covered by the Limited Warranty. Please contact our Customer Service or consult FLEXTHERM's Web site (www.flextherm.com) for a list of approved mortars.

WARNING: The installation of the Product must be made on tongue and groove exterior-grade plywood consistent with the building code, set on joists with a maximum spacing of 16 inches. It is recommended to consult a professional installer.

No retailer or installer of FLEXTHERM products or any other individual can provide affirmations, representations or warranties other than those listed in this Limited Warranty.

COMPLETE AND RETURN THIS LIMITED WARRANTY CARD IN ORDER TO MAINTAIN THE SYSTEM'S WARRANTY.



Owner's Name _____

Address _____

Province/State _____

Postal Code/Zip Code _____



@ _____

Tiler _____

Address _____



@ _____

Electrician _____

Address _____



@ _____

Product Installation

- New Construction
- Renovation
- Room _____

How did you hear about FLEXTHERM?

- Showroom
- Home/Renovation show
- Media
- Web site
- Friend
- Contractor
- Tiler
- Electrician
- Architect/Interior designer
- Other _____