

CARBONTEC® LIMITED WARRANTY

Carbontec® (“Manufacturer”) warrants that its Heating Film (“Product”) is free from defects in manufacturing; materials and workmanship and will perform under normal use for 25 years from when product is installed through a certified Carbontec® installer (“Limited Warranty Period”). This warranty shall not be valid under the following conditions: 1) The preparation, conditions and installation of the Product is not in accordance with industry standards, Manufacturer’s installation guidelines, and UL guidelines, 2) the installation is not conducted as per Manufacturer’s written instructions; 3) vertical cracking, settling or displacement occurs; 4) improper installation materials or methods are used, 5) the Product’s heating elements are cut, punctured or tampered with. This limited warranty is extended to the original owner of the property where the Product is installed (the “Owner”) and does not cover damage to the floor or floor covering. This Limited 25 year Warranty is further subject to the exclusions and limitations provided below.

TO OBTAIN WARRANTY SERVICE, FOLLOW THE INSTRUCTIONS IN STEP 4 BELOW. UPON RECEIPT OF THE DEFECTIVE PRODUCT, PAPERWORK, RECEIPT AND RESISTANCE MEASURES, MANUFACTURER WILL EXAMINE AND TEST THE PRODUCT. IF IT IS DETERMINED THAT THE PRODUCT WAS PROPERLY INSTALLED AND FAILED DURING NORMAL USE AS A RESULT OF A MANUFACTURING, DEFECT, THE MANUFACTURER WILL REMEDY THE DEFECT OR FAILURE WITHOUT CHARGE TO THE OWNER PROVIDED MANUFACTURER RECEIVES NOTICE OF THE WARRANTY CLAIM IN THE MANNER PROVIDED BELOW WITHIN THE LIMITED WARRANTY PERIOD. THE REMEDY FOR ANY SUCH DEFECT IS LIMITED, AT MANUFACTURER’S OPTION, TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF THE PRODUCT.

THIS LIMITED WARRANTY DOES NOT APPLY AFTER MARKET ACCESSORIES THAT ARE USED WITH CARBONTEC PRODUCT.

MANUFACTURER ASSUMES NO LIABILITY FOR THE COST OF FLOOR COVERING MATERIALS, CEILING REPAIRS OR THE COST TO REMOVE OR REPLACE THEM.

IMPORTANT: FOR THIS WARRANTY TO BE VALID, THIS PRODUCT MUST BE CONNECTED TO THE ELECTRICAL SOURCE AND PROPERLY GROUNDED ACCORDING TO THE INSTRUCTIONS PROVIDED IN THE INSTALLATION MANUAL AND ELECTRICAL CODE.

CONDITIONS/EXCLUSIONS TO THE LIMITED WARRANTY

THIS LIMITED 25 YEAR WARRANTY IS FURTHER MADE SUBJECT TO THE FOLLOWING CONDITIONS AND EXCLUSIONS, PLEASE READ THE FOLLOWING CAREFULLY:

1. Required Installation. To be covered by this Limited 25 Year Warranty, the Product must be installed indoors following the exact Manufacturer's installation instructions for the Product.

2. Limitation on Causes of Defects Covered Under Warranty. This limited warranty covers only defects in manufacturing materials or workmanship and does not cover defects, malfunctions or failures resulting from any other cause including, without limitation: **(i) improper or inadequate installation**; (ii) damage caused by trades people or visitors to the job site or by cutting or puncturing or other post installation damage to the heating elements; (iii) defects caused by fire, flood, tornado, hurricane, earthquake, acts of God, differential settlement, insect infestation, extraordinary environmental conditions, riot or other civil insurrections, or acts of war or conflict; (iii) defects caused by abusive conditions or accidents, such as but not limited to cutting, severe impact or abnormal vibrations; (iv) installation or use of the Product in any manner not recommended by the Manufacturer; and, (v) defects caused by improper or inadequate maintenance, cleaning, use or care of any floor installed over the Product.

3. Controlling Document. This warranty is the sole and exclusive description of warranties applicable to the Product. Any written or oral representation, warranties or guarantees concerning the Product which are inconsistent with or beyond the scope of the description contained herein are superseded by this document and deemed inapplicable or void.

4. Required Procedures to Submit a Warranty Claim. In order to obtain performance of any warranty obligation, the Owner must do the following:

Contact the Manufacturer's Representative at the number listed below or by mail at the address listed below, and request a claim form. Complete and return the claim form along with the defective Product, Product Label showing serial number, the original dated sales receipt and a copy of the resistance measures recorded during installation to the Manufacturer's Representative by certified mail return receipt requested within the Limited Warranty Period. The phone number and address to contact the Manufacturer's Representative for these purposes is as follows:

Carbontec Worldwide, LLC
1920 East Hallandale Beach Blvd Suite 900A
Hallandale Beach, FL 33009
855-737-HEAT (4328)

THIS LIMITED WARRANTY IS GIVEN IN LIEU OF IMPLIED WARRANTIES. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE DISCLAIMED.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. TO THE EXTENT ALLOWED BY APPLICABLE LAWS, MANUFACTURER HEREBY DISCLAIMS ANY AND ALL SUCH RIGHTS.

UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE TO THE OWNER, OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL, OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED, UNDER THIS CONTRACT.

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.

THIS LIMITED WARRANTY HEREBY SUPERSEDES ALL PRE-EXISTING WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE PRODUCT.

Contact Information:
Manufacturing Facility:

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US Representative:

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