



Limited Warranty

Radiant Electric Heat, LLC, an Ohio limited liability company ("REH") warrants to Original Purchaser (and to no other party) the heating element component in any Covered Product against any Covered Defect for a period of ten (10) years from the Date of Purchase ("Warranty Period"), subject to the terms and conditions set forth herein.

"Original Purchaser" means the party which purchased the Covered Product in question directly from REH.

"Covered Product" means any fully-assembled radiant electric ceramic heater product both manufactured and sold by REH which is in the possession of Original Purchaser or any party taking title directly from Original Purchaser. For purposes of the preceding sentence, an initial building owner or lessee taking title directly from a party which took title directly from Original Purchaser shall be deemed to have taken title directly from Original Purchaser. A stand-alone component part sold by REH or a product sold by REH but not manufactured by REH shall in no event be considered Covered Product.

"Covered Defect" means any defect in materials or workmanship in the heating element component of a Covered Product (including any defect coming to light after transfer of title to the Covered Product in question from Original Purchaser to another party) so long as the Covered Product in question has been properly installed and normally used, operated and maintained during the entire time period starting with the Purchase Date (all in conformity with both REH's Operation Manual for the Covered Product in question and standard prudent practices). Misuse, misapplication, alteration, negligence, or improper installation (including, but not limited to, hooking up to an incompatible voltage supply), as well as temporary or sustained exposure to over-voltage or power surges, shall absolutely disqualify a warranty claim on a Covered Product from consideration as a Covered Defect.

"Date of Purchase" means the date on which the Covered Product in question shipped, or was otherwise picked up, from REH's factory.

"Non-Covered Product" means any part or product of any sort sold by REH which is not a Covered Product.

This Limited Warranty is non-transferable by Original Purchaser and is enforceable only by Original Purchaser (without regard to whether Original Purchaser may have subsequently transferred title to the Covered Product in question and without regard to whether the Covered Product in question may have shipped to or been installed at a location belonging to a third party).

REH's liability under this Limited Warranty is limited to repair or replacement of the heating element component containing the Covered Defect.

THE EXPRESS WARRANTY PROVIDED HEREIN FOR COVERED PRODUCT IS THE SOLE AND EXCLUSIVE WARRANTY IN LIEU OF, AND TO THE EXCLUSION OF, ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

ALL NON-COVERED PRODUCT SALES ARE "AS IS", AND REH DISCLAIMS ANY AND ALL WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO NON-COVERED PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

REH SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY SORT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS.

In the event that this Limited Warranty shall fail of its essential purpose due to REH's refusal or inability to repair or replace the heating element component of a Covered Product determined in good faith after due consideration to have a Covered Defect, any claim for direct actual damages by Original Purchaser shall be capped at the unit price paid by Original Purchaser to REH for the Covered Product in question.

Nothing contained herein shall be construed to limit or otherwise alter any warranty from a manufacturer other than REH.

This Limited Warranty shall be construed and governed by the internal laws of the state of Ohio.

To make a claim under this Limited Warranty, Original Purchaser must submit to REH at support@electricheat.com prior to the expiration of the Warranty Period the following information ("Required Information"): (1) the model number, VAC rating, and date of manufacture of the Covered Product in question (all listed on the back), (2) the Date of Purchase of the Covered Product in question, and (3) a detailed description of the claimed Covered Defect, including information on the location, use and operation of the Covered Product in question, the symptoms exhibited by the Covered Product in question, and the circumstances and conditions under which the claimed Covered Defect came to light. It is the responsibility of Original Purchaser to: (X) obtain the necessary information to support a warranty claim not already in the possession or within the knowledge of Original Purchaser from the then current user of the Covered Product in question and then to transmit that information to REH as part of the Required Information; and (Y) otherwise cooperate with REH in looking into the underlying facts surrounding the claimed Covered Defect. For questions on submitting a claim under this Limited Warranty, please call 800-774-4450.