

LIMITED WARRANTY

Commercial Fin-Tube Radiation

The Manufacturer warrants to the original owner at the original installation site that the Commercial Fin-Tube (the "Product") will be free from defects in material or workmanship for a period not to exceed (1) year from date of shipment from the factory. If upon examination by the Manufacturer the Product is shown to have a defect in material or workmanship during the warranty period, the Manufacturer will repair or replace, at its option, that part of the Product which is shown to be defective.

This limited warranty does not apply:

- (a) if the Product has been subjected to misuse or neglect, has been accidentally or intentionally damaged, has not been installed, maintained or operated in accordance with the furnished written instructions, or has been altered or modified in any way by any unauthorized person.
- (b) to any expenses, including labor or material, incurred during removal or reinstallation of the defective Product or part thereof.
- (c) to any workmanship of any installer of the Product.

This limited warranty is conditional upon:

- (a) shipment, to the Manufacturer, of that part of the Product thought to be defective. Goods may only be returned with the prior written approval of the Manufacturer. All returns must be freight prepaid.
- (b) determination in the reasonable opinion of the Manufacturer that there exists a defect in material or workmanship.

Repair or replacement of any part under this Limited Warranty shall not extend the duration of the warranty with respect to such repaired or replaced part beyond the stated warranty period.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ALL SUCH OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS LIMITED WARRANTY. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE IN ANY WAY FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY AMOUNTS IN EXCESS OF THE SELLING PRICE OF THE PRODUCT OR ANY PARTS THEREOF FOUND TO BE DEFECTIVE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY BY EACH JURISDICTION.