

LIMITED WARRANTY

Perfectly Clear Gutter and Downspout Heater Ribbons

Calorique LLC warrants that, at the time of shipment to the customer who directly purchases the Product from Calorique LLC, the product will be free of defects in workmanship and materials and will conform in all material respects to any written specification that Calorique LLC provided to that customer before the purchase.

If that customer believes that a shipment of product fails to satisfy the above warranty, that customer must (a) contact Calorique LLC in writing within 15 years after that customer receives the shipment, including a detailed explanation of the alleged nonconformity and (b) return the shipment to Calorique LLC postage prepaid. If Calorique LLC reasonably determines through examination of the returned shipment that the shipment did not satisfy the above warranty, then AS CALORIQUE LLC'S EXCLUSIVE LIABILITY AND THE CUSTOMER'S SOLE REMEDY, CALORIQUE LLC WILL, WITHIN A REASONABLE PERIOD OF TIME, REPAIR THE PRODUCT, REPLACE THE PRODUCT WITH THE SAME OR SIMILAR PRODUCT, OR CREDIT THE CUSTOMER'S ACCOUNT WITH THE PURCHASE PRICE, WHICHEVER CALORIQUE LLC MAY ELECT IN ITS SOLE DISCRETION.

This warranty does not apply if Calorique LLC reasonably determines that the product has been cut, added to or otherwise altered, stored improperly, misused, damaged, or installed not in accordance with the instruction manual supplied by Calorique LLC.

Except as expressly provided in this Limited Warranty, the customer is responsible for the cost of labor, service calls, insurance, shipping, installation costs and any other expense or damage incurred.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF CALORIQUE LLC, WHETHER BY STATUTE, CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE.

CALORIQUE LLC IS NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, MULTIPLE, PUNITIVE OR INDIRECT DAMAGES OR LOSS, LOSS OR DAMAGE TO OR LOSS OF USE OF FACILITIES OR OTHER PROPERTY, OR FOR LOST PROFITS OR LOST REVENUE, WHETHER BASED UPON WARRANTY, STATUTE, CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE. CALORIQUE LLC SHALL IN NO EVENT BE LIABLE FOR THE PERFORMANCE OF, OR COST OF PERFORMING, THE REMOVAL OR INSTALLATION OF THE PRODUCT OR ANY PRODUCT OR MATERIAL INTO WHICH IT IS INSTALLED, INCORPORATED OR ADDED. THE CUSTOMER IS RESPONSIBLE FOR THE COST OF LABOR, SERVICE CALLS, INSURANCE, SHIPPING, INSTALLATION COSTS AND ANY OTHER EXPENSE OR DAMAGE INCURRED.

IN NO EVENT SHALL CALORIQUE LLC'S MAXIMUM LIABILITY EXCEED THE PURCHASE PRICE FOR THE RELEVANT SHIPMENT OF PRODUCT, EXCEPT TO THE EXTENT MADE MANDATORY BY LAW.

This product is not designed or intended to be sold directly to consumers or directly used for personal, family, or household purposes.

However, if the Product is deemed to be a consumer product in certain jurisdictions:

- The above exclusion or limitation of incidental or consequential damages and the above disclaimer of implied warranties may not apply.
- The term of any such implied warranty is limited to the term of this 15 year limited warranty. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply.
- Consumers may also have other rights, which vary by jurisdiction.