

WARRANTY REGISTRATION AND COVERAGE

LIMITED WARRANTY

Electro Plastics' limited warranty is valid from date of original purchase, as follows (not included in this warranty are OEM and specialty products):

- 20 years for the STEP Warmfloor® Heating Elements.
- 10 years for the STEP® Snowmelt and STEP Deicing Heating Elements.
- 10 years for the STEP® Transformer Coils in the Power Supplies.
- 3 years for the Interface Electronics in the Power Supplies.
- 3 years for the STEP® Controls

Electro Plastics sole obligation under its warranty shall be, at its option, to either issue a credit for the purchase price, or repair or replace any article or part thereof, which is proved to be other than as warranted. For this warranty to be valid, a copy of the STEP® Labels shall be delivered to ELECTRO PLASTICS, INC., with a diagram indicating to which branch circuit the system is connected, the location of the element strips, the routing of the wires and their different measurements, voltage, amperage, elements and wire length. Electro Plastics warrants the products to be free from defects in material or manufacturing and to perform under normal use. For the warranty to be valid, qualified personnel who are familiar with the construction and operation of the system must install the equipment and a certified electrician has to verify and measure the STEP® elements BEFORE they are covered.

Exclusions

Electro Plastics shall not be responsible for any loss or damage that may arise due to:

- Non-compliance with installation and/or usage of the STEP® elements and accessories as recommended. It shall be Buyer's and End User's duty to read and follow carefully the STEP® Installation Manual. Technical assistance services, e.g. design and layout are to be used as GUIDELINES ONLY, as each application is specific to local conditions and construction
- Dissatisfaction due to improper Installation of the floor covering. All floor covering shall be installed in conformance with the manufacturer's instructions and shall conform to all applicable trade practices, local codes and manufacturer's specifications.
- Usage of inadequate or non-specified materials with the STEP® heating system or products.
- Any and all defects, deficiencies or failures resulting from improper handling of the product; e.g., cuts made to the STEP® elements, or the wires, etc.
- Tampering with the STEP® heating system or products; e.g., removing, altering or overloading the circuit breakers, overcurrent protectors, etc.
- Installation of merchandise with obvious visible defects.

How to claim this warranty

In order to obtain warranty service, Buyer shall return the unit to the dealer from whom the unit was originally purchased, with a dated sales receipt. The dealer will forward the unit to Electro Plastics. Upon receipt of the defective unit, paperwork and explanation of application, Electro Plastics will inspect and test the unit in order to determine the reason for the alleged failure. If it is determined that the unit was properly installed and failed during normal use, as a result of a manufacturing defect, Electro Plastic will repair or replace the unit, or issue a credit or refund of the purchase price, at its sole discretion. The warranty period for any replacement unit will fulfill the warranty of the original unit and will not be extended.



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Limitations

Under no circumstances will Electro Plastics be liable for labor or other charges related to the installation and use of the STEP® heating system or products. This warranty does not cover labor or removal or reinstallation of the product and is void on any product installed improperly, or in an improper environment, overloaded, misused, abused or altered in any manner. THE WARRANTIES STATED HEREIN ARE EXCLUSIVE OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONE OF WHICH SHALL APPLY TO THE SALE OF THE COMPANY'S PRODUCTS HEREUNDER. THIS WARRANTY ALSO EXCLUDES INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY WARRANTY ON THE PRODUCTS. Products which are replaced by Electro Plastics in accordance with the foregoing shall become the property of Electro Plastics and shall be returned to it by the purchaser f.o.b. point of shipment. The maximum liability of this warranty is limited to the replacement or repair or purchase price of the defective unit. If a unit is returned and found that no defect exists, or that the user misused the unit, Electro Plastics will inform the user. If the user chooses to have the unit repaired (if possible), labor and shipping charges will apply.

Limitation of Liability

ELECTRO PLASTICS SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM, EXPENSE OR DAMAGE CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF THE ACTS OR OMISSIONS OF BUYER OR THIRD PARTIES, WHETHER NEGLIGENT OR OTHERWISE, IN NO EVENT SHALL ELECTRO PLASTICS' LIABILITY FOR ANY CAUSE OF ACTION WHATSOEVER EXCEED THE COST OF THE PRODUCT GIVING RISE TO THE CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL ELECTRO PLASTICS BE LIABLE OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER SUCH INDIRECT DAMAGES (INCLUDING, WITH-OUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES), WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.