

Perfectly Clear Gutter and Downspout Snow & Ice Prevention System <u>Limited Warranty Certificate</u>

Calorique LLC, guarantees that the Perfectly Clear Gutter and Downspout Snow and Ice Prevention System ("the Product") is free from defects in materials and workmanship for a period of two (2) years from the date of manufacture, provided that the Product is installed in accordance with:

- The accompanying Perfectly Clear Gutter/Downspout Ice Prevention System Installation Guide.
- Any special written design or installation guidelines provided by Calorique LLC
- All applicable local laws, rules, regulations, codes and standards applying including without limitation, all applicable local building and electrical codes.

This warranty is transferable to subsequent owners.

Calorique assumes no responsibility under this warranty for any damage to the Product caused by workers, visitors on the job site, or post-installation work. The Calorique Technical staff is available to answer any questions regarding the proper installation or application of the Product. If you have any questions regarding the installation procedure, or if the Product appears to be damaged, contact us before proceeding with the installation or proposed repair. Under this Limited Warranty, Calorique LLC will provide one of the following:

- If Calorique LLC determines that the Product is defective in materials and workmanship, and has
 not been damaged as a result of abuse or misapplication, Calorique will refund the cost for
 repair of the Product, as well as labour and materials required to repair the Product.
 Calorique will not assume responsibility for the cost of gutter and leader materials, or the cost
 to remove and replace gutters and leaders.
- If Calorique determines that the repair of the Product is not feasible, Calorique will replace the Product or refund the original cost of the Product.
 This Limited Warranty is null and void if the owner, or designated representative, attempts to repair the Product without receiving prior authorization. Upon notification of a real or possible problem, Calorique will issue an Authorization to Proceed Note (APN) under the terms of this Limited Warranty.

CALORIQUE LLC DISCLAIMS ANY WARRANTY NOT PROVIDED HEREIN, INCLUDING ANY IMPLIED WARRANTY OF THE MERCHANTABLE OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. CALORIQUE LLC, FURTHER DISCLAIMS ANY RESPONSIBILITY FOR SPECIAL, INDIRECT, SECONDARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OWNERSHIP OR USE OF THIS PRODUCT, INCLUDING INCONVENIENCE OR LOSS OF USE. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE FACE OF THIS DOCUMENT. NO AGENT OR REPRESENTATIVE OF CALORIQUE HAS ANY AUTHORITY TO EXTEND OR MODIFY THIS WARRANTY UNLESS SUCH EXTENSION OR MODIFICATION IS MADE IN WRITING BY AN CALORIQUE LLC, CORPORATE OFFICER. DUE TO DIFFERENCES IN BUILDINGS AND CLIMATE, CALORIQUE MAKES NO REPRESENTATION THAT THE GUTTER OR LEADER WILL ACHIEVE ANY PARTICULAR TEMPERATURE OR TEMPERATURE RISE.

Shipping Discrepancies Terms & Conditions:

Incoming materials should be inventoried for completeness and for possible shipping damage. Any visible damages or shortages must be noted prior to accepting the material. Once the receiving personnel accept the material on their dock, they have relieved the freight company of any responsibility. Any discrepancy concerning the type or quantity of material shipped must be brought to the attention of Calorique LLC, within 15 days of the shipping date entered on the packing slip for the order and also ask for a Returned Goods Authorization (RGA) number before shipping damaged cables back to us.