1-888-352-3414
www.thermoflex.ca

THERMOFLEX INCORPORATED PRODUCT WARRANTY

Thermoflex Incorporated warrants that the products delivered hereunder (the products) shall be free from defects in material or workmanship under normal use (the “defects” and “products” with such defects, the “defective products”) for a period of (18) eighteen months from delivery or (1) one year from first use (the “Warranty Period”). This limited time warranty extends only to the original purchaser of the product(s).

The Purchaser shall request Thermoflex Inc.’s authorization prior to returning any “Product(s)” claimed to be defective (to Thermoflex Inc.) within and the Warranty Period at the Purchaser’s sole cost. Should Thermoflex Inc. determine that the “Product(s)” returned for the “Warranty” correction are not defective, the Purchaser shall be responsible for all handling and shipping costs incurred by Thermoflex Inc. to return the Product(s) to the Purchaser. The Purchaser’s sole and exclusive remedy and the entire liability of Thermoflex Inc. under this limited warranty will be at Thermoflex Inc.’s sole discretion to either repair or replace the defective product(s) provided the Purchaser has promptly reported the defective nature of the product(s) to Thermoflex Inc. in writing within the “Warranty Period” and Thermoflex Inc. has upon inspection confirmed the product(s) is indeed defective. This limited warranty is in lieu of all liabilities or obligations of for damages arising out of or in connection with the delivery, use or performance of the product(s). Specifically, the “Warranty” does not cover: accidents, misuse, neglect, unauthorised product modification or acts of nature.

The above is a limited warranty and it is the only warranty made by Thermoflex Inc. Thermoflex Inc. makes and the Purchaser receives no other warranty, expressed or implied, including without limitation all warranties of merchantability or fitness for the particular purpose with respect to the products, or any legal warranty under provincial civil code in effect at the time and place of purchase and Thermoflex Inc. expressly disclaims the same.

In no event shall Thermoflex Inc. be liable for any consequential, exemplary or incidental damages, direct or indirect, including but not limited to, loss of use, revenue or profit arising in connection with the Product(s), even if Thermoflex Inc. has been advised of the possibility of such damages.