

# SmartRooms

Thermal Comfort System

By Therma-Ray

## EARTH STORAGE SYSTEM

### Warranty

Therma-Ray Incorporated warrants that each Earth Storage Heating Panel is free from defects in material and workmanship as herein provided for ten (10) years subject to conditions hereinafter set forth. This warranty extends only to the first purchaser.

#### CONDITIONS OF WARRANTY

- 1) Therma-Slab Earth Storage installations must be made by a licensed electrical contractor in accordance with installation instructions provide by Therma-Ray Incorporated. All wiring shall conform to the current National Electric Code.
- 2) The installed capacity must be at least the minimum recommended by the Therma-Slab Heat Loss Guide.
- 3) LOADCHECK resistance readings are required to validate the warranty. The readings must be taken during installation. A copy of the readings and the heat loss calculation must be sent to Therma-Ray Incorporated.
- 4) Therma-Slab Earth Storage Panels are fully guaranteed for the first ten (10) years. The warranty expires at the end of the 10<sup>th</sup> year. If the product fails to satisfy the warranty, Therma-Ray will refund the original purchase price.
- 5) All warranties are null and void if the heating panels have not been installed according to the manufacturer's installation instructions or have been operated at a voltage in excess of the rated voltage or have otherwise been abused or damaged in any way, or if they have been installed in a building or structure which has been demolished in whole or part, neglected, otherwise disturbed or moved and such structure was not originally designed and built to be moved.
- 6) All warranties are void if damage is caused by lightning, earth quakes or other such acts of nature.
- 7) While the Therma-Slab system requires no maintenance, all thermostats, time clocks and other system control devices must be checked for proper operation at the beginning of each heating season.
- 8) If the Therma-Slab Earth Storage Panels fail to fulfill this warranty, the owner of the building must forthwith notify Therma-Ray Incorporated and a representative of Therma-Ray shall have the right to inspect the panels and the installation thereof in that portion of the building where they are installed.

This warranty begins on the date of original installation of the Therma-Slab Earth Storage Panels.

The warranty given above is exclusive, and is in lieu of all warranties of merchantability, fitness for a purpose design, quality or other warranties to the extent made mandatory by law. Therma-Ray is not responsible for any direct or indirect economic loss or any property damage or any other incidental or consequential damages of any kind, whether based on warranty, contract, negligence of design, manufacture or labeling or strict liability and Therma-Ray maximum liability shall not in any case exceed the purchase price except to the extent made mandatory by law. Conditions subject to change without notice.

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*The difference between heat and comfort.*

