



Perfectly Warm™

PERFECTLY WARM™ warrants that, at the time of shipment to the customer who directly purchases the Product from PERFECTLY WARM™, the product will be free of defects in workmanship and materials and will conform in all material respects to any written specification that PERFECTLY WARM™ 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 PERFECTLY WARM™ in writing within 10 years after that customer receives the shipment, including a detailed explanation of the alleged nonconformity and (b) return the shipment to Perfectly Warm postage prepaid. If PERFECTLY WARM™ reasonably determines through examination of the returned shipment that the shipment did not satisfy the above warranty, then AS PERFECTLY WARM™ EXCLUSIVE LIABILITY AND THE CUSTOMER'S SOLE REMEDY, PERFECTLY WARM™ 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 PERFECTLY WARM™ MAY ELECT IN ITS SOLE DISCRETION.

This warranty does not apply if PERFECTLY WARM™ 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 PERFECTLY WARM™. PERFECTLY WARM™ requires that this product be used ONLY with approved control devices. Use of any other control device will render the provisions of this warranty null and void. This warranty covers only components manufactured by PERFECTLY WARM™. Use of a recommended primer is a condition of this warranty. Use of any unauthorized primer may void the provisions of this warranty. Components such as attaching hardware, connecting parts, wire, tape, and other items included in kits or assemblies that are not manufactured by PERFECTLY WARM™ are excluded from the provisions of this warranty.

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 PERFECTLY WARM WHETHER BY STATUTE, CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE.

PERFECTLY WARM™ 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. PERFECTLY WARM™ 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 PERFECTLY WARM™'S MAXIMUM LIABILITY EXCEED THE PURCHASE PRICE FOR THE RELEVANT SHIPMENT OF PRODUCT, EXCEPT TO THE EXTENT MADE MANDATORY BY LAW.