

## **Limited Warranty of SUNDIRECT HEATERS**

### **1. Limited product warranty- Five years Repair,Replacement or Refund Remedy**

SUNDIRECT far-infrared heating products are designed to provide years of comfort. The product has been designed and manufactured to the highest quality standards, SUNDIRECT TECHNOLOGY LTD.(SUNDIRECT) warrants its far-infrared heater products to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If HEATERS fail to conform to this warranty, then for a period ending *Sixty months* from the date of manufacture date, SUNDIRECT will at its option, either repair or replace the product, or refund the purchase price as paid by the direct customer of SUNDIRECT or the customer of SUNDIRECT's authorized distributors (CUSTOMER). The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the *Sixty months* period set forth herein. It will be performed to the CUSTOMER only.

### **2. Exclusions and Limitations**

- (1) Warranty claims must in any event be filed within the applicable warranty period.
- (2) The Limited Warranties do not apply to any HEATERS which in SUNDIRECT's absolute judgement have been subjected to :
  - ◇ Misuse, abuse, neglect or accident;
  - ◇ Alternation, improper installation or application;
  - ◇ Non-observance of SUNDIRECT's installation and maintenance instructions;
  - ◇ Repair or modifications by someone other than an approved service technician of SUNDIRECT;
  - ◇ Flood,fire,accidental breakage or other events outside SUNDIRECT's control.
- (3) The Limited Warranties do not cover any transportation costs for return of the HEATERS, or for reshipment of any repaired or replaced HEATERS, or cost associated with installation, removal or reinstallation of the HEATERS.
- (4) Warranty claims will not be honored if the type or serial number of the HEATERS have been altered, deleted, removed, or made illegible.

### **3. Limitation of Warranty Scope**

The limited warranties set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties or merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of SUNDIRECT, Unless such other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by SUNDIRECT. SUNDIRECT shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury

resulting from any cause whatsoever arising out of or related to the product, including, without limitation, any defects in the heater, or from use or installation. Under no circumstances shall SUNDIRECT be liable for incidental, consequential or special damages, However caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded. SUNDIRECT's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer, for the unit of product or service furnished or to be furnished, as the case may be, which is the subject of claim or dispute.

#### **4. Obtaining Warranty Performance**

If the Customer feels he/she has a justified claim covered by this Limited Warranty, he/she must immediately notify the a) dealer, who sold the SUNDIRECT HEATERS, or (b) any authorized SUNDIRECT distributor, of the claim in writing, or (c) send such notification to SUNDIRECT in Ningbo,China. Together with the notification Customer should enclose evidence of the date of sale on which the Heater Products have been purchased. If applicable, Customer's dealer or distributor will give advice on handling the claim. If further assistance is required, Customer is invited to write SUNDIRECT for instructions. The return of any HEATERS will not be accepted unless prior written authorization has been given by SUNDIRECT.

#### **5. Disputes**

No action, regardless of form, arising out of or in any way connected with this Limited Warranty, may be brought by the Customer more than one (1) year after the cause of action has accrued.

#### **6. Various**

The repair or replacement of the HEATERS or the supply of additional HEATERS, does not cause the beginning of new warranty terms, nor shall the original terms of this Limited Warranty be extended. Any replaced HEATERS shall become the property of SUNDIRECT. SUNDIRECT has the right to deliver another type of HEATERS ( different in size, color and/or power) in case SUNDIRECT discontinued producing the HEATERS in question at the time of the claim.

In the event that any of the SUNDIRECT HEATERS purchased by the Customer are not listed in this Limited Warranty, the Customer should contact SUNDIRECT for further information regarding the applicable warranties, if any.



## **7. Force Majeure**

SUNDIRECT shall not be in any way be responsible or liable to the customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, material, die or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the HEATERS or the claim.

## **8. Validity**

This "Limited Warranty of SUNDIRECT HEATERS " is valid for all SUNDIRECT far-infrared heaters dispatched between 1st January 2016 and 31<sup>st</sup> December 2016.

*If you would like additional information on SUNDIRECT products, optional third-party accessories, or if or have questions, which your local retailer or dealer is not able to answer, please email us at: [info@sundirect-heater.com](mailto:info@sundirect-heater.com) or write to the mailing address provided with your product.*