

WARRANTY

Limited Warranty. Therma-Stor, LLC (“Therma-Stor”) warrants as follows: (i) the Ultra-Aire XT105H dehumidifier (“Product”) will be free of material defects in workmanship or materials for a period of two (2) years (“Two-Year Warranty”) following the date of initial purchase of such Product by an original customer purchasing from Therma-Stor or an authorized reseller (“Customer”); and (ii) the Product’s components will be free of material defects in workmanship or materials for a period of **six (6) years** following the date of initial purchase of such Product by a Customer.

Limitation of Remedies. CUSTOMER’S SOLE AND EXCLUSIVE REMEDY UNDER THE ABOVE LIMITED WARRANTY AND THERMA-STOR’S ENTIRE LIABILITY THEREUNDER, SHALL BE, AT THE SOLE OPTION OF THERMA-STOR, REPLACEMENT OR REPAIR OF SUCH PRODUCT OR ITS COMPONENTS (“COMPONENTS”) BY THERMA-STOR OR THERMA-STOR’S AGENTS ONLY. REFRIGERANT, PIPING, SUPPLIES, TRANSPORTATION COSTS, LABOR COSTS INCURRED IN REPAIR OR REPLACEMENT OF SUCH COMPONENTS ARE NOT INCLUDED. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF THERMA-STOR OR OF ITS AFFILIATES OR RESELLERS IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF THERMA-STOR OR ANY OF ITS AFFILIATES OR RESELLERS THAT IS NOT IN THIS AGREEMENT. Notwithstanding the above, during the term of the Two-Year Warranty only, Therma-Stor will provide, free of charge to Customer, all Components and labor (except costs related to removal and installation of Product) required to fulfill its obligations under such Two-Year Warranty.

Disclaimer of Warranties. EXCEPT FOR ABOVE LIMITED WARRANTY, WHICH IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED WITH RESPECT TO THE PRODUCT AND ITS COMPONENTS, THERMA-STOR HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Warranty Limitations. The foregoing limited warranty extends only to a Customer and shall be null and void upon attempted assignment or transfer. A “defect” under the terms of the limited warranty shall not include problems resulting from Customer’s or Customer’s employees’, agents’, invitees’ or a third party’s misuse, improper installation, improper design of any system in which the Product is included, abuse, lack of normal care, failure to follow written instructions, tampering, improper repair, or freezing, corrosion, acts of nature or other causes not arising out of defects in Therma-Stor’s workmanship or material. If a Product or Component is replaced while under warranty, the applicable limited warranty period shall not be extended beyond the original warranty time period. The limited warranty does not cover any costs related to changes to a Product or Component that may be required by any codes, laws, or regulations that may become effective after initial purchase of the Product by Customer.

Customer Responsibilities. As a further condition to obtaining warranty coverage hereunder, the Customer must send a valid warranty claim to Therma-Stor such that Therma-Stor receives such claim prior to the end of the applicable warranty period. Therma-Stor shall have no obligation hereunder with respect to any claim received by Therma-Stor after the expiration of the applicable warranty period. As a further condition to obtaining warranty coverage hereunder, the Customer must present forms of invoices evidencing proof of purchase of a Product. If such invoices do not clearly indicate the date of initial purchase by a Customer, the applicable Product’s date of manufacture will be used instead of the date of initial purchase for the purpose of calculating the commencement of the applicable warranty period. Warranty service must be performed by Therma-Stor or a servicer authorized by Therma-Stor. In order to obtain warranty service, the Customer should call Therma-Stor at 1-800-533-7533 and ask for the Therma-Stor Products Service Department, which will then arrange for applicable warranty service. Warranty service will be performed during customary, daytime working hours. If the Product must be shipped for service, Customer shall be solely responsible for properly packaging the Product, for all freight charges, and for all risk of loss associated with shipment.

Limitation of Liability. IN NO EVENT SHALL THERMA-STOR, IN CONNECTION WITH THE DESIGN, SALE, INSTALLATION, USE, REPAIR, REPLACEMENT OR PERFORMANCE OF ANY PRODUCT, COMPONENT, PART THEREOF OR WRITTEN MATERIAL PROVIDED THEREWITH, BE LIABLE, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, UNDER ANY LEGAL THEORY FOR ANY SPECIAL, DIRECT, INDIRECT, COLLATERAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. NOTWITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, THE SOLE AND EXCLUSIVE LIABILITY OF THERMA-STOR, REGARDLESS OF THE NATURE OR THEORY OF THE CLAIM, SHALL UNDER NO CIRCUMSTANCES EXCEED THE PURCHASE PRICE OF THE PRODUCT, COMPONENT OR PART UPON WHICH THE CLAIM IS PREMISED.

Applicable Law and Venue. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION RELATED TO THE PRODUCT WILL BE BROUGHT EXCLUSIVELY IN DANE COUNTY, WISCONSIN, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.

Miscellaneous. If any term or condition of this Limited Warranty is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Limited Warranty. Any delay or failure by Therma-Stor to exercise any right or remedy will not constitute a waiver of Therma-Stor to thereafter enforce such rights.