



## TPI Corporation and Subsidiaries Limited Warranty:

TPI Corporation provides a limited warranty of materials and workmanship for a period of (i) ten (10) years for Baseboard Elements, (ii) two (2) years for Thermostats and Controls, and (iii) twelve (12) months for all other products, with the warranty period commencing on the original date of purchase. The TPI warranty is limited to materials manufactured and work performed by TPI Corporation, and does not include damage or failure caused by acts of God, abuse, misuse, connected to or placed on other than rated voltage, abnormal usage, faulty installation, failure to follow suggested maintenance procedures enclosed with the product, improper maintenance or any repairs other than those provided by an authorized TPI Corporation service center. For the name of your nearest authorized TPI Corporation service center, please write to TPI Corporation, P.O. Box 4973, Johnson City, Tennessee, 37602 or call 800-682-3398. During the warranty period, TPI Corporation will, at its sole option, repair or replace any defective parts or products returned, freight prepaid, to the TPI Corporation factory or such other location as TPI Corporation may designate. No parts or products will be accepted for repair or replacement without prior authorization from TPI Corporation and a return merchandise authority (RMA) number issued by TPI Corporation. Returned products must be packaged carefully and TPI Corporation shall not be responsible for damage in transit. When returning parts, the owner must provide the model number of the product and nature of difficulty being experienced. This warranty does not obligate TPI Corporation to bear the cost of labor in replacing any assembly, unit or component part thereof, nor does TPI Corporation assume any liability for secondary charges, expenses for installing or removal, freight or damages. There will be charges rendered for product repairs made after the warranty period has expired. Proof of purchase, including date, must accompany request for in-warranty service. This warranty gives you specific legal rights and you may have other rights, which may vary, from state to state.

EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THE FOREGOING PARAGRAPH, ALL PARTS AND PRODUCTS SOLD BY TPI CORPORATION ARE SOLD 'AS IS', 'WHERE IS', AND WITHOUT ANY OTHER WARRANTY OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED, OR STATUTORY AND INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF SPECIFIC PERFORMANCE OR MERCHANTABILITY.

UNDER NO CIRCUMSTANCES, EVEN WITH RESPECT TO CLAIMS COVERED BY THE FOREGOING WARRANTY, WILL TPI CORPORATION BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING FROM OR RELATED TO THE PARTS OR PRODUCTS SOLD BY TPI CORPORATION.

In any event, TPI Corporation's maximum liability shall not in any case exceed the PURCHASE price for the PART OR product claimed to be defective.

YOU HEREBY EXPRESSLY AGREE TO WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY PRODUCT MANUFACTURED OR SUPPLIED BY TPI CORPORATION.