

Dear property owner,

As the owner of a Therma-HEXX ThermaPANEL (PANELS) heat exchange system, you play an important role in ensuring proper operation over the lifetime of the system and ensuring that Therma-HEXX's limited warranty remains in effect. We recommend that you adhere to the following guidelines:

- Consult with a licensed professional contractor to develop the appropriate inspection and maintenance schedule for your system.
- Perform visual inspection, at least annually, of all accessible system components to ensure products and fluids are functioning as intended.
- Do not modify or alter the PANEL or piping system. Only a licensed professional contractor who is familiar with its operation should service or alter the system.
- Follow all manufacturer recommendations for service and operation.
- Do not expose Therma-HEXX products to harmful chemicals, oil or petroleum products, paint, adhesives, solvents, household cleaners or aggressive water.
- Ensure that Therma-HEXX piping, fittings and PANEL units are concealed or insulated to protect them from exposure to long term UV radiation from sunlight or artificial sources.
- Do not expose the PANEL and piping system to freezing or overheating conditions unless the system was specifically designed to perform within certain seasonal temperature ranges. If the system will remain inoperative for a period of time, or be exposed to conditions that are outside of the design limits, arrange for the proper winterization or summerization of the system by a licensed professional contractor.
- An adequately sized expansion tank and pressure relief valve that is sized to meet the specification of the PANELS and piping must be installed in the system to prevent over pressurization of the system due to overheated fluids. It is recommended that an automatic glycol feeder be installed in closed loop systems that are subject to freezing conditions to keep the system pressurized to the recommended system pressure and to compensate for pressure loss due to minor leaks and evaporation in the system.
- For heating and geothermal applications, if freezing conditions are likely to occur, then a freeze protection fluid must be used.
- Do not allow the system to be exposed to temperatures and / or pressures outside of the limits as specified for the PANEL units or piping.
- Use caution when drilling or nailing into the area where the ThermaPANEL units or tubing are installed. Identify the location of the PANELS and pipe to ensure that nails or screws do not puncture the Panels or pipe.
- Use caution when digging in the vicinity of the PANELS, pipe or manifolds as you would with any buried utility system.

Any updates to this publication will be available at [www.therma-hexx.com](http://www.therma-hexx.com).

Sincerely,

Therma-HEXX Corporation

## Therma-HEXX LIMITED WARRANTY

Subject specifically to the terms of this Limited Warranty, including the General Warranty Terms set forth below, Therma-HEXX Corporation, (“Therma-HEXX”) provides solely and specifically to the owner of the applicable real property at the time of the installation and the first transferee thereafter of such real property the following Application-Specific Warranties.

Terms in *italics* shall have the meanings set forth below in the Definitions section.

### Application-Specific Warranties

#### Radiant Heating/Cooling, Snow and Ice Melting

(i) PANELS, pipe and fusion fittings sold as ThermaPANEL™, ThermaPE-RT™ and ThermaFUSE™ shall be free of defects in material and workmanship for a period of twenty-five (25) years. (ii) Fittings, pipes, equipment, tools and components supplied by or specified for inclusion in a Therma-HEXX system are not covered by this warranty and are subject to the individual manufacturers warranties of said products.

### General Warranty Terms

All of the above Application-Specific Warranties are subject to the following General Warranty Terms:

All warranty periods begin on the date Therma-HEXX sells the products in question and only apply to *Products* manufactured by Therma-HEXX.

In order for this Limited Warranty to apply: (i) the handling, use, installation and maintenance of *Products* must continually comply with Therma-HEXX technical requirements as set forth in *Therma-HEXX Technical Guidelines*; (ii) design, installation, inspection and testing of the system, including testing under pressure of *Products* after installation, must have been carried out in accordance with applicable building, mechanical and electrical codes and Therma-HEXX approved guidelines; (iii) installation of *Products* must have been carried out by a Therma-HEXX certified, registered and licensed installer; (iv) *Products* must not be damaged during or after installation from freezing, improper burial, fastening, mishandling, or any other circumstances beyond the control of Therma-HEXX; (v) *Products* must not be damaged by tear, break, puncture, crushing or other stress due to concrete stress cracks or any other external forces; (vi) *Products* must not be subjected to damage, abrasion or wear caused by abnormal operating conditions, accident, abuse, misuse, unauthorized alteration or repair; (vii) *Products* must not be exposed to ultraviolet light beyond 30 days; (viii) *Products* must not be exposed to *Elevated temperature Applications* and/or *Pressure* conditions beyond their rated value as printed on the product; (ix) *Products* must not be exposed to harmful chemicals, adhesives, aggressive water conditions or any external influences that cause damage to the *Products*; (x) *Products* must be stored in a clean, dry shaded environment; and (xi) *Products* must be installed for their intended use and in the applications defined by the applicable *Therma-HEXX Technical Guidelines*.

THE LIMITED WARRANTY HEREIN PROVIDED IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ON THE PART OF THERMA-HEXX. THERMA-HEXX DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### HOW CONSUMER LAW RELATES TO THIS WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM PROVINCE TO PROVINCE. OTHER THAN AS PERMITTED BY LAW, THERMA-HEXX DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR PROVINCE. RESIDENTS OF QUEBEC ARE PROTECTED BY THAT PROVINCE'S CONSUMER PROTECTION LEGISLATION AND THE PROVISION OF THE CIVIL CODE OF QUEBEC.

#### WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW

APPLICABLE TO ALL OF CANADA, EXCEPT QUEBEC: TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. THERMA-HEXX DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, THERMA-HEXX LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT THERMA-HEXX'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

In order to make a claim under this Limited Warranty, Therma-HEXX must be informed immediately and no later than thirty (30) days after the occurrence of an event giving rise to a breach of the Limited Warranty and while the damaged portion of the project is still open for inspection to enable Therma-HEXX to determine whether Therma-HEXX has any liability for the defective Product. If this notice is not given, and inspection is not possible, then this Limited Warranty is void. Additionally, in order for this Limited Warranty to be valid a claimant must return the allegedly defective product to Therma-HEXX for examination.

If a Product is defective, Therma-HEXX's liability shall be limited, at Therma-HEXX's option, to replacing or repairing the defective Product in question or providing a refund of the defective Product's purchase price. Therma-HEXX will not be liable for any costs of labor, removal, reinstallation, transportation, or any other charges which may arise in connection with a warranty claim. THE SOLE AND EXCLUSIVE REMEDY PURSUANT TO ANY CLAIM OF ANY KIND, INCLUDING BUT NOT LIMITED TO A CLAIM IN AFFILIATES, SHALL BE LIMITED TO THE LIMITED LIABILITY OF THERMA-HEXX DESCRIBED IN THIS PARAGRAPH. THERMA-HEXX SHALL NOT BE HELD RESPONSIBLE FOR DAMAGE TO PERSON OR PROPERTY, INCIDENTAL OR CONSEQUENTIAL LOSS, LOSS OF PROFIT AND LOSSES ON GOODS IN STORE OR THE LIKE, IRRESPECTIVE OF THE CAUSE. Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages and some States and Provinces do not allow limitations on how long implied warranties may last. Therefore, the limitations or exclusions

above may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other legal rights which vary by State or Province. Any action for breach of warranty must be commenced within one (1) year of

the date of the breach of warranty, unless such limitation is barred by law. This limited warranty applies to the United States and some provinces of Canada. Residents of Quebec are governed by that province's consumer protection legislation and the provisions of the civil code of Quebec.

## **General Warranty Terms**

For purposes of this Limited Warranty, the following definitions shall apply:

*Elevated Temperature Applications:* Applications where the continuous temperature operating conditions are greater than 120°F (48.88°C)

*Pressure:* Air or hydraulic pressure

*Hardware:* Distribution manifolds, thermostats and valve actuators

*Insulation Cover:* Thermal insulation and/or outer casing

*Pipe:* Therma-HEXX brand ThermaPE-RT PE-RT HDPE pipe

*Product(s):* Therma-HEXX brand products including ThermaPANEL heat exchange panels, ThermaPE-RT pipe and ThermaFUSE fittings referenced individually or collectively

*Therma-HEXX Technical Guidelines:* The most current and applicable versions of all the technical literature is available on the Therma-HEXX website at [www.therma-hexx.com](http://www.therma-hexx.com), including but not limited to technical manuals, installation guides, technical bulletins, training presentations and submittals.