

## TRUE COMFORT

2400 de la Province  
Longueuil, QC J4G 1G1

C. [client@truecomfortsystems.com](mailto:client@truecomfortsystems.com) T. 877-800-TRUE (8783)



## LIMITED WARRANTY

TRUE COMFORT FLOOR HEATING SYSTEM USA INC. (hereinafter “TRUE COMFORT”) warrants to the original purchaser that the products listed below, designed, manufactured, or distributed by TRUE COMFORT, are free from defects in material and workmanship as described in this document. This limited warranty is valid for products purchased and installed in the US in accordance with the TRUE COMFORT instructions. This warranty comes into effect as of June 1, 2020, and replaces all previous warranties. This warranty is not transferable.

### COVERAGE PERIOD:

This limited warranty takes effect on the date the product is purchased by the original owner and remains in effect for a period of 3, 10 or 25 consecutive years, depending on the product. The warranty is not extended if the product is repaired or replaced.

#### A 25-YEAR LIMITED WARRANTY APPLIES TO THE FOLLOWING PRODUCTS:

- TRUE COMFORT Cable
- TRUE COMFORT Mat

#### A 10-YEAR LIMITED WARRANTY APPLIES TO THE FOLLOWING PRODUCT:

- Uncoupling Membrane

#### A 3-YEAR LIMITED WARRANTY APPLIES TO THE FOLLOWING PRODUCTS:

- All TRUE COMFORT thermostats

### LIMITED WARRANTY CONDITIONS:

- The products must be purchased from an authorized dealer;
- The products must be new and their security seal must be intact at the time of purchase;
- The products must be installed in accordance with the instructions in the installation guide, which is incorporated herein by this reference;
- The products must be used for a certified application that is described in our installation guide;
- The products must be installed in accordance with industry standard guidelines that do not contradict the instructions in the installation guide in effect at the time of installation;
- Suitable / compliant / unaltered construction materials must be used in all parts of construction and installation. The owner / builders / installers are responsible for selecting suitable construction materials that comply with all local and national building codes;
- The Test Log must be completed and returned to TRUE COMFORT. It must include the results of the resistance and insulation tests on the products, which must have been conducted before and after installing the cables, after covering the cables with mortar, and after installing the flooring. The tests only apply to cables and mats;
- The electrical installation of the products must be performed by a qualified electrician. The products must be connected to TRUE COMFORT monitoring devices (or suitable equivalent devices recognized by TRUE COMFORT);
- The products must be covered with a cementitious product compatible with an electric floor heating system;
- The cable certification label must be present on the product.

To initiate a claim, the warranty holder must notify TRUE COMFORT within thirty (30) days of the discovery of the alleged defect, either by mail at:

TRUE COMFORT  
Customer Service  
2400 De La Province St.  
Longueuil, QC J4G 1G1  
Canada

or by email at:

[client@truecomfortsystems.com](mailto:client@truecomfortsystems.com)

The notice of claim must include a proof of purchase of the product and the materials used in the project, the production number, where applicable, and proof that the product was installed in accordance with the installation instructions (photographs are preferred).

TRUE COMFORT alone may then, at its discretion and without conditions, request additional documents, inspect the alleged defect, proceed with resolution, and authorize work, where applicable, should TRUE COMFORT determine that the claim is valid.

#### **WHAT TRUE COMFORT WILL AND WILL NOT DO:**

- TRUE COMFORT's obligation under this warranty is limited, without prejudice, to the repair or reimbursement of the product, if TRUE COMFORT determines that the product has a manufacturing defect that renders it unusable;
- To ensure that the owner can repair the flooring in the event that a heating cable is damaged, TRUE COMFORT recommends keeping a reserve of flooring of either three percent (3%) of the total surface or five (5) tiles, whichever is greater. TRUE COMFORT shall, at its discretion, repair or reimburse the cost of the defective products free of charge. All parts replaced under the terms of this limited warranty become the property of TRUE COMFORT;
- Reimbursement will only be issued for defective parts; no allowance or reimbursement will be provided for wages or labor and shipping costs. Should TRUE COMFORT choose to reimburse the cost of the cable, the reimbursement will be equal to the lesser of the purchase price and suggested retail price. For parts that are not manufactured by TRUE COMFORT, the warranty that is provided to us by our suppliers will apply;
- In order to maintain its commitment to product quality and innovation, TRUE COMFORT reserves the right, at any time and without obligation, to review, change, modify, or cease to provide any product specifications, characteristics, components, or designs.

---

**WARNING:** Installing the product without connecting it to a control unit and a protection system (including a ground-fault circuit interrupter) in accordance with the local and national electrical code, any other standards applicable in your region, and as indicated in the installation guide may result in a fire. In this regard, TRUE COMFORT shall not be held responsible for any damage that may arise from such an omission.

**WARNING:** Failure to follow the instructions in the installation guide, including notes for the user, may break the cables, which can result in a system failure or even a fire. This breakage, as well as any damage that may result, will not be covered by the limited warranty.

**WARNING:** Covering the TRUE COMFORT products with any product other than a cementitious product suitable for the existing substrate may result in failures, malfunctions, or even a fire. These failures and malfunctions, as well as any damage that may result, will not be covered by the limited warranty.

## **EXCLUSIONS:**

The following are not warranted:

- Damage resulting from improper installation;
- Damage resulting from abuse, improper repairs, improper maintenance or storage, modifications, or the use of parts other than those manufactured or supplied by TRUE COMFORT;
- Damage resulting from improper or negligent use of the products;
- Damage resulting from a structural or subfloor defect;
- TRUE COMFORT products used in combination with thermostats other than TRUE COMFORT thermostats or equivalent thermostats recognized by TRUE COMFORT;
- Damage caused by water or a fire, flood, accident, or natural disaster;
- Indirect or incidental damage, or any other damage, trouble, inconvenience, loss of time, or loss of income;
- Efflorescence is a natural occurrence with cementitious materials and is not considered to be a defect;
- Cracked and detached tiles or grout due to a defect or structural movement, excessive deflection or another substrate defect.

## **LIMITATION OF LIABILITY CLAUSE:**

THIS WARRANTY IS EXPRESSLY GIVEN AND ACCEPTED IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT ANY LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THEY CANNOT BE DISCLAIMED, THE IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIFE OF THE EXPRESS AND IMPLIED LIMITED WARRANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM COVERAGE UNDER THIS LIMITED WARRANTY. SOME STATES DO NOT AUTHORIZE THE DISCLAIMER AND LIMITATION AND EXCLUSION CLAUSES IDENTIFIED ABOVE, SO THEY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS THAT MAY VARY FROM STATE TO STATE.

It is also expressly agreed and understood that TRUE COMFORT assumes no liability on behalf of the installers, who are completely independent and are not subject to any supervision by TRUE COMFORT. Consequently, TRUE COMFORT does not supervise, conduct quality control, or otherwise monitor the work performed by installers. They must exercise judgment when performing installations. Lastly, TRUE COMFORT does not express a preference for any installer, and the choice of an installer is the exclusive responsibility of the purchaser or their agent.

No reseller or installer of TRUE COMFORT products is authorized to make any affirmation, representation, or warranty other than those contained in this limited warranty.

Changes or modifications to the wording of this Limited Warranty will only be effective if approved in writing by the Technical Support Director at TRUE COMFORT.

## **WHAT CAN YOU DO IN CASE OF A DISPUTE WITH US?**

ANY AND ALL CLAIMS, DISPUTES AND OTHER MATTERS IN QUESTION THAT MAY OCCUR BETWEEN YOU AND TRUE COMFORT ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THIS LIMITED WARRANTY OR BREACH THEREOF, SHALL BE SUBMITTED TO BINDING AND FINAL ARBITRATION FOR RESOLUTION INSTEAD OF THROUGH COURT PROCEEDINGS.

The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.