

TRUE COMFORT WARRANTY

ATTENTION!

The Test Log must be **COMPLETED** and **RETURNED** to **Stelpro** to activate the warranty, failing which:

THE WARRANTY WILL NOT BE ACTIVATED AND, CONSEQUENTLY, WILL NOT BE VALID.

All required information and test results must be entered in the Test Log, as indicated in this guide.

Stelpro warrants to the original purchaser that the products listed below, designed, manufactured, or distributed by Stelpro, are free from defects in material and workmanship as described in this document. This limited warranty is valid for products purchased and installed in Canada according to True Comfort's instructions. This warranty has been in effect since June 1, 2020. This warranty is not transferable.

COVERAGE PERIOD

This limited warranty takes effect on the date the original owner purchases the product 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.

25-YEAR LIMITED WARRANTY:

True Comfort Cable, True Comfort Mat

10-YEAR LIMITED WARRANTY: Uncoupling membrane

3-YEAR LIMITED WARRANTY: All True Comfort thermostats

LIMITED WARRANTY

TERMS AND CONDITIONS:

- 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 forms part of this warranty by reference.
- The products must be used for a certified application as described in our installation guide.
- Products must be installed in accordance with industry-standard guidelines that do not conflict with the installation guide in effect at the time of installation.
- Appropriate/conforming/unaltered building materials must be used for all parts of the construction and installation. It is the responsibility of the owner/builders/installers to select appropriate building materials in accordance with all local and national building codes.
- The Test Log must be completed and submitted to Stelpro. It must include the results of the product resistance and insulation tests, which must have been carried out before and after the installation; the tests

apply only to the cables, after the cables have been covered and after the floor covering has been installed.

- The electrical connection of the products must be carried out by a qualified electrician. The products must be connected to True Comfort brand control devices (or equivalent devices recognized by Stelpro).
- The products must be covered with a cementitious product that is compatible with an electric floor heating system.
- The cable identification label must be present on the product.

To initiate a claim, the beneficiary of the warranty must notify Stelpro of the alleged defect within 30 days of its discovery by email to contact@stelpro.com or by regular mail to:

Stelpro Customer Service

1041 Parent Street, Saint-Bruno-de-Montarville,
QC J3V 6L7

The notice of claim must include proof of purchase of the product and materials used for the project, the production number, if applicable, and proof that the product was installed in accordance with the installation instructions (preferably in the form of photographs).

Only Stelpro may, at its discretion and without condition, subsequently request other documents, inspect the alleged defect, proceed with the settlement, and authorize the work, if applicable, if the claim is deemed justified by Stelpro.

WHAT STELPRO WILL AND WILL NOT DO

- This warranty limits Stelpro's obligation to repair or refund the product if Stelpro determines that the product has a manufacturing defect that renders it unusable.
- In order for the owner to repair the floor covering following the breakage of a heating cable, Stelpro recommends keeping in reserve the largest of the following floor covering surfaces, i.e. 3% of the total surface or five (5) tiles. Stelpro will, at its discretion, repair or reimburse the defective products free of charge. Any part replaced under the limited warranty becomes the property of Stelpro.

- A refund will only be issued for defective parts; no compensation or refund will be paid for wages and labour and transportation costs. If Stelpro chooses to refund the cable, the refund will be the lower of the purchase price or the suggested retail price. For parts that are not manufactured by Stelpro, the warranty applied will be the same as the one offered by our suppliers.
- To maintain its commitment to product quality and innovation, Stelpro reserves the right, at any time and without incurring any obligation, to revise, change, modify, or discontinue any product specification, feature, component, or design.

WARNINGS

- Installing the product without connecting it to a control unit and a protection system (including the ground fault circuit interrupter) in accordance with the local and national electrical code and any other standard applicable in your area and as indicated in the installation guide may cause a fire. In this regard, Stelpro is not responsible for any damages that may result from such an omission.
- Failure to follow the instructions in the installation guide, including those in the user's manual, may result in cable breakage, which may lead to system failure and even fire. Such breakage, and any resulting damage, will not be covered by the limited warranty.
- Covering True Comfort products with anything other than a cementitious product suitable for the substrate in place may result in failure, malfunction, and even fire. These failures and defects, as well as any resulting damage, will not be covered by the limited warranty.

EXCLUSIONS

The following items are not under warranty:

- 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 Stelpro.
- Damage resulting from improper or negligent use of the products.
- Damage resulting from a structural or subfloor defect.
- True Comfort products combined with the use of thermostats other than True Comfort thermostats (except equivalent thermostats recognized by Stelpro).

- Damage caused by water, fire, flood, accident, or natural disaster.
- Indirect or incidental damages, or any other damages, disturbances, inconveniences, loss of time, or loss of income.
- Efflorescence is a natural phenomenon with cementitious materials and is therefore not considered a defective condition.
- Cracking and delamination of tile or grout due to structural failure or movement, excessive deflection, or another substrate failure.

LIMITATION OF LIABILITY CLAUSE

THIS WARRANTY IS EXPRESSLY GIVEN AND ACCEPTED IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE. ALTHOUGH NOT DISCLAIMED, THE IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS AND IMPLIED LIMITED WARRANTY. ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARE EXCLUDED FROM COVERAGE UNDER THIS LIMITED WARRANTY. SOME PROVINCES DO NOT ALLOW THE DISCLAIMER, LIMITATION AND EXCLUSION CLAUSES DESCRIBED ABOVE, SO THEY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM PROVINCE TO PROVINCE.

It is also expressly understood that Stelpro does not assume any responsibility on behalf of the installers, who are totally independent and not subject to any control whatsoever by Stelpro. Consequently, Stelpro does not carry out any supervision or quality control or any other type of control regarding the work carried out by the installers. Installers must use their own judgment when performing installation work. Finally, Stelpro does not express any preference for any installer, and the choice of an installer is the sole responsibility of the buyer or their agent.

No dealer or installer of True Comfort products is authorized to make any statements, representations, or warranties other than those contained in this limited warranty.