



WinterGard®, WinterGard Plus®, WinterGard Wet®, Gardian® & FreezGard® Self-Regulating Heating Cable Limited Warranty

Tyco Thermal Controls warrants all WinterGard, WinterGard Plus, WinterGard Wet, Gardian and FreezGard self-regulating heating cables and components against faulty workmanship and use of defective materials for two (2) years from the date of purchase. This warranty can be amended only by a written instrument signed by a duly authorized officer of Tyco Thermal Controls. Buyer's exclusive remedy under this warranty shall be to have Tyco Thermal Controls, within a reasonable time, repair such goods or supply replacement goods or credit Buyer's account for such goods and accept their return whichever Tyco Thermal Controls may elect at its sole discretion. Tyco Thermal Controls shall in no event be liable for the cost of removal or installation, for loss or damage to or loss of use of facilities or other property, loss of revenue, loss of use of revenue, loss of anticipated profits, or other damages or costs of any kind whatsoever, whether direct, indirect, incidental, or consequential.

Notwithstanding the foregoing, Tyco Thermal Controls shall have no liability whatsoever unless: (a) Buyer promptly notifies Tyco Thermal Controls in writing after discovery of an alleged nonconformity and includes a detailed explanation of the alleged nonconformity; (b) Buyer promptly returns the goods to Tyco Thermal Controls postage prepaid, at 300 Constitution Drive, Menlo Park, California 94025-1164, USA; and (c) Tyco Thermal Controls examination of such goods establishes to Tyco Thermal Controls satisfaction that such alleged nonconformities actually exist and occurred in the cause of proper and normal use and were not caused by accident, misuse, neglect, alteration or improper installation, repair or testing or such other cause outside of the responsibility of Tyco Thermal Controls under this Limited Warranty.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS

OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF TYCO THERMAL CONTROLS, WHETHER BY STATUTE, CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE.

If the goods are a consumer product in buyer's jurisdiction, the above exclusion or limitation of incidental or consequential damages and the above disclaimer of implied warranties may not apply. The term of any such implied warranty is limited to the term of this two-year Limited Warranty. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply. This warranty gives consumers specific legal rights, and consumers may also have other rights, which vary by jurisdiction.

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