



LIMITED WARRANTY

GENERAL:

THAWZALL, LLC hereby extends to the original purchaser of its THAWZALL ("Ground Defrosting, Thawing, Temporary Heat or Concrete Curing Products") a warranty against defects in materials and workmanship for the two year time period indicated below.

The warranty is only valid on "Ground Defrosting, Thawing, Temporary Heat or Concrete Curing Products" purchased and used in accordance with placards and instructions (e.g. Operators Manuals) provided by Thawzall, LLC. This warranty applies only to the original purchaser and is subject to the terms and conditions set forth below.

THAWZALL, LLC will repair or replace (at its sole option) a ground defrosting, thawing, temporary heat or concrete curing product (or component thereof) if it fails to conform to this warranty. In the event a ground defrosting, thawing, temporary heat or concrete curing product is to be repaired pursuant to this warranty, such repair work will be performed by THAWZALL, LLC or at its direction.

WARRANTY PERIOD:

The warranty relating to workmanship, materials and labor on THAWZALL ground defrosting, temporary heat or concrete curing products extends for two (2) years from the date of original invoice.

WARRANTY POLICY:

Within 5 working days after receiving a properly completed warranty claim Thawzall, LLC will make a determination as to the validity of the claim and, if the claim is deemed to have merit, will:

- 1) Issue credit for 50% of the amount entitled based upon current pricing and warranty labor reimbursement rates, and
- 2) Issue an RA for the parts in question, If the RA parts are received within 30 days of the RA date, Thawzall, LLC will issue credit for the balance of the amount entitled.
- 3) RA Parts not returned within 30 days will no longer be eligible for any credit.

WARRANTY PROCEDURE:

RA – (Return Authorization): To ensure processing of warranty claim, a Return Merchandise Authorization ("RA") must be obtained and prominently shown on correspondence and packages. To obtain an RA, call (888)757-3545 (U.S. Central Time) or E-mail warranty@thawzall.com. Parts must be returned within 30 days of an RA being issued.

Freight Charges and Handling Fees: The purchaser is responsible for shipping charges on any items returned with a valid RA number.

Proof of Purchase: Proof of purchase (invoice number and date of invoice) identifying the model number and serial number of ground defrosting, thawing, temporary heat or concrete curing products must accompany warranty claim.

WARRANTY LIMITATIONS:

Thawzall Ground Defrosting, Thawing, Temporary Heat or Concrete Curing products must be installed (where applicable), operated and maintained in accordance with all instructions provided by Thawzall, LLC. Failure to follow our installation (where applicable), operating or maintenance procedures and/or use of unauthorized parts may void this warranty.

Purchasers and Users are responsible for the suitability of the products for their application.

This warranty does not apply to:

- 1) Repairs or replacements necessitated by any cause beyond the control of THAWZALL, LLC including, but not limited to, any malfunction, defect or failure caused by or resulting from unauthorized service or parts; installation (where applicable), operating or maintenance contrary to furnished instructions; local water conditions, handling, shipping or transit accidents; modifications or repair by the user; abuse; misuse; neglect; accident; incorrect power line voltage; power line surge; lightning damage; or fire, flood, or other Acts of God.
- 2) Repair or replacement in the ordinary course of expendable ground defrosting, thawing, temporary heat or concrete curing product part.
- 3) Elements and controls whose damage or failure is attributable to corrosion, scale, or dirt accumulations or to low water conditions.

Thawzall, LLC is not liable for labor and other costs incurred in removal, reinstallation, or unauthorized repair of the Ground Defrosting, Thawing, Temporary Heat or Concrete Curing product or for damages of any type whatsoever including incidental or consequential damages.

There are no warranties which extend beyond the description contained herein and specifically liability for any breach of any implied warranty of merchantability or fitness for a purpose is excluded. The duration of any warranties which may be implied by law notwithstanding the previous sentence (including the warranties of merchantability and fitness) is limited to the term of this warranty. In no event shall Thawzall, LLC be liable for special, incidental or consequential damages arising from ownership or use of any Ground Defrosting, Thawing, Temporary Heat, or Concrete Curing product, or for any delay in the performance of its obligations under this warranty due to causes beyond its control. Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of consequential damages, so the above limitations and exclusion may not apply to you. This warranty gives you specific legal rights. You may have other rights, which vary from state to state.

This warranty set forth herein is in lieu of all other expressed or implied warranties. THAWZALL, LLC does not assume or authorize any party to assume for it any other obligation or liability.

THAWZALL, LLC

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