

HOTEDGE

ROOF ICE MELT

HotEdge LLC ("HotEdge") provides a limited twenty (20) year warranty on heat-trace cable, a two (2) year warranty on heat-trace cable accessories (e.g. splice kits and power connects) and a twenty (20) year warranty on all HotEdge fabricated panels (collectively, Product or Products). This warranty is subject to the terms, limitations, conditions, and exclusions of HotEdge's and the manufacturer's Limited Product Warranty.

Seller will transfer to Buyer any Product warranties and indemnities authorized by the manufacturer, including any transferable warranties and indemnities for intellectual property infringement. Seller warrants to Buyer that Products purchased hereunder will conform to the applicable manufacturer's specifications for such products and that any value-added work performed by Seller on such Products will conform to applicable Buyer's specifications. Buyer's remedy is limited to the replacement of such non-operating Products; provided that such Products must be returned to Seller, along with acceptable evidence of purchase. This limited warranty does not cover any labor costs or fees related to replacing or repairing the non-operating Product(s). The replacement of any non-operating part is calculated on a pro rata basis by dividing the purchase price of each part by the total months the Product was in service. The limited warranty only applies to the original Buyer and is non-transferable to subsequent occupants of the Buyer's property. No warranty will apply if the Product has been subject to misuse, static discharge, neglect, accident or modification, or has been soldered. This limited warranty does not cover damage to the HotEdge Ice Prevention System due to any cause not expressly covered herein. After our Product leaves our manufacturing facility, it is subject to conditions and handling beyond our control that could affect performance. This warranty does not cover any problems with nondefective Product(s) caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

1. Acts of God, such as hail storms and high winds.
2. Damage to or failure of the underlying roof and gutter structure.
3. Damage caused by people or objects falling on the Product.
4. Discoloration or rusting due to normal exposure to the elements.
5. Improper or faulty installation of the Product by a third party installer.
6. Damage caused by adjustments made to the Product at or after installation.
7. Improperly designed or installed roofs, gutters or downspout systems.
8. Any costs you incur that are not authorized in advance by HotEdge.

SAVE AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS (WHETHER STATUTORY OR OTHERWISE) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. IN PARTICULAR, SELLER MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS. TO THE EXTENT THAT THIS WARRANTY IS INCONSISTENT WITH LOCAL LAWS, THIS WARRANTY SHALL BE DEEMED MODIFIED TO BE CONSISTENT WITH SUCH LOCAL LAW.

This warranty may not be changed or modified. Limitations of Liability: BUYER SHALL NOT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, LOSS OF PROFITS OR REVENUE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COST, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF BUYERS, PUNITIVE DAMAGES, ANY PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS, IPR INFRINGEMENT, LOSS OF CONTRACTS OR ORDERS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE AFFECTED PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON (A) SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (B) MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN SELLER, OR (C) USE IN COMBINATION WITH OTHER PRODUCTS.

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