

22.0 WARRANTY

Non-Transferable / Limited Warranty - Calcana Heaters

Calcana Industries Ltd. ("the Manufacturer") warrants to the original owner at the original installation site that the heater manufactured by the manufacturer ("the Product") will be free from defects in material and workmanship for one (1) year from date of shipment from the factory. Calcana further warrants that the heat exchanger, reflectors, brackets, burner and burner box will be free from defects in material and workmanship for three (3) years from the date of shipment from the factory. If upon examination by the Manufacturer the Product is shown to have a defect in the material or workmanship during the warranty period, the Manufacturer will repair or replace, at its option, that part of the Product which is shown to be defective. In no event shall the customer be entitled to consequential, indirect or special damages of any nature for defective merchandise, and in no instance may damages include loss of profit. Calcana reserves the right to inspect the system involved in any claim against the warranty. The warranty is null and void if any of the components installed are not original Calcana parts or the installation does not conform to the supplied installation manual.

This limited warranty does not apply:

- a) If the Product has been subjected to misuse or neglect, has been accidentally or intentionally damaged, has not been installed, maintained or operated in accordance with the furnished written instructions, or has been altered or modified in any way by an unauthorized person.
- b) To any expenses, including labor or material, incurred during removal or reinstallations of the Product.
- c) To any damage due to corrosion by chemicals, including halogenated hydrocarbons precipitated in the air.
- d) To any workmanship of the Installer of the Product
- e) If Product is not paid for in a timely manner and in accordance with payment terms
- f) If Product or any part of it is damaged by any act of nature including, but not limited to; hurricanes, gales, tornadoes, wind snow, sleet, hail, rain, flood, fire or any other similar or dissimilar condition, or by normal wear and tear, which included marks and/or dents to the reflector caused by improper transportation or installation.
- g) If Product or any part of it is damaged by vandalism, improper use, accumulation of weight or heavy loads on the heater.
- h) If Product is damaged due to lack of cleaning or maintenance, whether routine or otherwise.

The limited warranty is conditional upon:

- a) Advising the installing contractor, who will in turn notify the distributor or Manufacturer.
- b) Shipment to the Manufacturer of that part of the Product thought to be defective. Goods can only be returned with prior written approval of the Manufacturer. All returns must be freight prepaid.
- c) Determination in the reasonable opinion of the Manufacturer that there exists a defect in material or workmanship.

Repair or replacement of any part under the Limited Warranty shall not extend the duration of the warranty with respect to such repaired or replaced part beyond the stated warranty period.

All labor during the warranty period is the responsibility of the installing person or contractor.

This Limited Warranty is in lieu of all other warranties, either express or implied, and all such other warranties, including without limitation implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed and excluded from this limited warranty. The warranty cannot be transferred or assigned by the Customer. All disputes arising from this warranty are to be governed by the laws of the Province of Alberta and any action to enforce this warranty must be initiated in the Province of Alberta. In no event shall the Manufacturer be liable, in any way for any consequential, special, or incidental damages of any nature whatsoever, or for any amounts in excess of the selling price of the Product or any parts thereof found to be defective. This Limited Warranty gives the original owner of the Product specific legal rights. You may also have other rights which may vary by each jurisdiction.

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