

Heat Surge 1-year Extended Warranty Terms and Conditions

A. This extended warranty applies to repair or replacement of product found to be defective in material or workmanship.

This warranty does not apply to damage resulting from commercial, abusive, unreasonable use or supplemental damage.

Defects that are the result of normal wear and tear will not be considered manufacturing defects under this warranty. HEAT SURGE IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. Some jurisdictions do not allow exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction.

This warranty applies only to the original purchaser of this product from the original date of purchase.

B. At its option, Heat Surge will repair or replace this product if it is found to be defective in material or workmanship. While within the warranty period, defective product may be returned to Heat Surge.

C. This warranty does not cover damage resulting from any unauthorized attempts to repair or from any use not in accordance with the instruction manual.

D. Please contact Heat Surge to obtain a return authorization number prior to returning unit.

E. Please return unit in original packaging to avoid unnecessary delays and/or fees.

Cancellation: You may cancel this extended warranty at any time by surrendering it or providing written notice to the retailer at the address where you purchased this extended warranty. You may cancel this warranty by contacting Heat Surge. You may cancel this warranty for any reason. In the event you cancel this warranty within thirty (30) days of receipt of this warranty, you shall receive a full refund of the purchase price provided no service has been performed.

State Variations

Alaska: Your Heat Surge Roll-N-Glow E333648-Y10/E322174-W10, Room-mate E322174/W25, E322174/W1A, Accent E333648-Y10/E322174-W10, Portrait E333648-Y10/E322174-W10 heater is certified by UL Certified for the USA and Canada. Your Heat Surge Mini Glo is certified by ETL for the USA.

Arizona: If your written notice of cancellation is received prior to the expiration date of the extended warranty Heat Surge shall refund the reminding purchase price of the extended warranty, regardless of prior services rendered under the plan. The pre-existing condition exclusion does not apply to conditions

occurring prior to the sale of the consumer product by Heat Surge, its assignees, subcontractors, and/or representatives.

Colorado: Action under this extended warranty may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act" articles 1 and 2 of title B, C.R.S. A party to this extended warranty may have a right a civil action under the laws, including obtaining the recourse or penalties specified in such laws.

Kansas: This plan is not an insurance policy.

Kentucky: This plan is not an insurance policy.

Maine: You may cancel this extended warranty within 20 days of the receipt of this extended warranty if sent by mail or within 10 days if delivered at the point of sale. If no claim has been made under the extended warranty, the extended warranty is void and Heat Surge shall refund to you the full purchase price of the extended warranty including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. A 10% penalty per month shall be added to refund that is not paid or credited within 45 days after you cancel the extended warranty.

If you cancel this extended warranty after 20 days of receipt of this extended warranty if sent by mail or within 10 days if delivered at the point of sale, Heat Surge shall refund to you the unearned pro rata premium, less any claims paid. And administrative fee not to exceed 10 % of the premium fee by you may be charged by Heat Surge. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you. In the event of cancellation, written to you will be provided at least 15 days prior to the cancellation by Heat Surge and will contain the effective date of the cancellation and the reason for cancelation. If a contract is cancelled by Heat Surge, You will be refunded 10% of the provider fee paid by you may be charged by Heat Surge.

Maryland: If you cancel this extended warranty and Heat Surge fails to refund the purchase price to you within 45 days Heat Surge is required to pay you a penalty of 10% per month for the unpaid amount due and owing to you

Michigan: If performance under this extended warranty is interrupted because of a strike or work stoppage at our place of business, the effective period of the extended warranty shall be extended for the period of the strike or work stoppage.

Missouri: If you cancel this extended warranty and Heat Surge refunds the purchase price to you within 30 days, Heat Surge is required to pay you a penalty of 10% per month for the unpaid amount due and owing to you. The right to cancel and receive this penalty payment only applies to the original owner of the agreement and may not be transferred or assigned.

Tennessee: This extended warranty shall be extended as follows: (1) the number of days the consumer is deprived of the use of the product because the product is in repair; plus 2 additional workdays.