

# Ten-Year (10) Year Limited Warranty

Lava Heat Italia warrants to the original owner, purchaser and end-user ("Client") that the purchased Lava Heat Italia product(s) will be free from defects in material or workmanship. This warranty is limited to ten (10) years from the date the Purchase Contract is executed by all parties, whether or not actual use begins on that date, or from the date of shipment by Lava Heat Italia to Client, whichever occurs first.

## **Limitations and Exclusions**

Lava Heat Italia's obligations under this limited warranty and the sole remedy for its breach are limited to repair, at its manufacturing facility or any other desired location at its sole discretion, of all parts of its Lava Heat Italia product(s), excluding the Borosilicate Glass tube as well as any electrical related parts, which prove to be defective; or, in its sole discretion, replacement of such product(s). All returns of defective parts or products must include a written description of the product model, color, and a copy of the original Purchase Contract Agreement, and must be made through an authorized Lava Heat Italia distributor or arranged through Lava Heat Italia Customer Service.

Authorized returns must be shipped in its original packaging or similar equitable packaging, with freight prepaid and first class certified at Client's sole cost. Repaired product(s) or replacement parts will be shipped and delivered by Lava Heat Italia to Client, at the Client's sole cost.

## **Additional conditions of this Limited Warranty:**

1. The warranty provided herein does not cover charges for labor or other costs incurred in the troubleshooting, repair, removal, installation, service or handling of parts or complete products.
2. All claims under the warranty provided herein must be made in writing within ninety (90) days from the date of discovery of the defect. Failure to notify Lava Heat Italia of a warranted defect within ninety (90) days of its discovery voids Lava Heat Italia's obligations hereunder.
3. The warranty provided herein shall be void and of no effect in the event that (a) the product has been operated outside its designed purpose and capacity (heating, illuminating flare/light in a stationary position); (b) the product has been subjected to misuse, neglect, accident, improper or inadequate maintenance, corrosive environments, environments containing airborne contaminants (silicone, aluminum oxide, etc.), or excessive thermal shock; (c) unauthorized modifications are made to the product; (d) the product is not installed or operated in compliance with the manufacturer's printed instructions; (e) the product is not installed and operated in compliance with applicable local, state & federal municipal building & safety codes, fire martial codes, business permits and codes, mechanical, plumbing and electrical codes; or (f) if any aspect of the product(s) have been altered, defaced or removed.
4. The warranty provided herein is for repair or replacement only. Lava Heat Italia shall not be liable for any loss, cost, damage, or expense of any kind arising out of a breach of the warranty whatsoever. Furthermore, Lava Heat Italia shall not be liable for any incidental, consequential, exemplary, special, or punitive damages, nor for any loss of revenue, profit or use, arising out of a breach of this warranty or in connection with the sale, maintenance, use, operation or repair of any Lava Heat Italia product. In no event will Lava Heat Italia be liable for any amount greater than the original purchase price of a defective product. The disclaimers of liability included in this paragraph 4 shall remain in effect and shall continue to be enforceable in the event that any remedy herein shall fail its essential purpose.
5. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR LAVA HEAT ITALIA PRODUCTS, AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES MADE PRIOR TO THE EXECUTION OF THE PURCHASE CONTRACT AGREEMENT. LAVA HEAT ITALIA SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No person or entity is authorized to bind Lava Heat Italia to any other warranty, obligation or liability for any Lava Heat Italia product. Receipt, installation, operation or use of the Lava Heat Italia product for which this warranty is issued shall constitute acceptance of the terms hereof.

**This Limited Warranty is hereby certified and approved  
by a Lava Heat Italia Authorized Executive Representative.**

