

6.0 Limited Warranty

Five-Year Limited Warranty: Brant Radiant Heaters Ltd. (hereinafter referred to as the Company) warrants to the original purchaser or original user that all Brant Radiant Lumi-Ray Lighting Systems sold by it and all parts thereof are free from defects in materials or workmanship under normal use and service. The Company's sole obligation under this warranty shall be limited to furnishing replacement parts, F.O.B. Paris, Ontario, for 60 months from the date of initial installation of the light, but not to exceed 66 months from the date of shipment by the Company of the lighting system, for any parts which the Company's examination shall disclose to its satisfaction to be defective. Defective parts are to be returned to the company, transportation charges prepaid.

General Conditions: The warranties set out in this certificate are the exclusive remedy of the original owner or user in lieu of all other warranties written, oral, or implied (including any warranty of merchantability or fitness for the purpose) and all other obligations or liabilities on the part of the Company, and the Company neither assumes nor authorizes any person to assume for it any other obligation or liabilities on the part of the Company, and the Company neither assumes nor authorizes any person to assume for it any other obligation or liability in connection with the sale, installation, or use of the lighting system or any parts thereof.

The Company will not be responsible for labor charges for the analysis of a defective condition in the lighting system for the installation of replacement parts. The warranties provided herein will not apply if the lighting system in the judgement of the Company has been subjected to misuse, excessive dust, improper conversion, negligence, accident, corrosive atmospheres, excessive thermal shock, excessive vibration, physical damage to the lighting system, alterations by unauthorized service personnel, operation contrary to the Company's instructions, or if the serial number has been altered, defaced, or removed. The Company shall not be liable for any default or delay in the performance of these warranties caused by contingency beyond its control, including war, government restriction or restraints, strikes, fire, flood, short or reduce supply of raw materials, or parts.

The warranties herein shall be null and void if the lighting system is not installed by a competent electrical contractor and/or if the lighting system is not installed according to, and repaired according to, the Company's instructions. Normal product degradation and wear (rust, oxidation, etc.) does not constitute a material defect and applicable warranty claim.

Written permission is required for the return of any parts or equipment and any such return must be made on the basis of transportation charges prepaid. Shipment may be refused unless prior written permission is obtained and good returned prepaid.

This warranty applies only to North America.

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