



NEW PRODUCT LIMITED WARRANTY POLICY

Powerblanket, (a registered trade name of Flatwork Technologies, LLC, collectively referred to as manufacturer) issues no warranties express or implied, made by Manufacturer on products manufactured or distributed by it except the warranty against such defect in material and workmanship as set forth herein. As such, Manufacturer warrants those of its products sold as “new” to be free from defects in material and workmanship under normal and proper use and servicing for a period of the shorter of one (1) year from the date of purchase by a retail customer or, eighteen (18) months from the date shipped from Manufacturer to an authorized dealer or distributor. MANUFACTURER MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OTHER THAN THE LIMITED WARRANTY SET FORTH ABOVE.

The user of the Manufacturer’s products is expected to follow all operating instructions and make periodic checks and inspections to ensure the physical condition and performance of said product(s). The Manufacturer, nor its representatives assume any responsibility for results of the use of this product beyond the operation and performance of the product itself

Whereas a Manufacturers product has been “authorized” for its return, the product to be returned for any inspection, repair, or replacement must be returned to an authorized dealer or distributor or the Manufacturer at the Manufacturers’ specific instruction, freight prepaid, in its original container or in a manner conducive to proper shipping and handling procedures. Product(s) repaired, replaced, or shipped in accordance with manufacturers’ warranty policy for doing so will be returned freight prepaid. **Refunds will not be granted for warrantable product, a replacement product of the same will be issued upon inspection of Warranty Claim Form information and product returned.**

Exclusions from warranty consideration include, but are not limited to:

- Normal wear and tear
- Abuse, misuse, or non-standard application
- Act of nature
- Lack of proper maintenance
- Unauthorized repair
- Unauthorized product modification
- Rolling up blanket – should be folded according to instructions.

Product(s) subject to warranty must be reported to Manufacturer within 30 days from the date the product was determined to be defective. Upon request and subsequent authorization granted by Manufacturer “authorized” returns must be made within 60 days from having received said authorization.

A Powerblanket, manufacturer-issued RMA number authorizing a product return must be acquired prior to any return being made. In addition, a documentation of model, serial number of the product, dealer invoice number, dated proof of resale, and description of failure utilizing manufacturer provided warranty claim form shall accompany all returns.

Manufacturer reserves the right and therefore may, at its sole discretion, postpone, delay, or refuse warranty claim consideration for either “unauthorized” returns or returns made by dealers or distributors whose open and active accounts are past due or delinquent with respect to written terms and conditions.

With respect to Powerblanket products sold hereunder, and to further avoid any misrepresentations, the dealer or distributor agrees that no warranties or other operating guarantees on any products covered by this agreement shall be made in excess of those made by Manufacturer. This provision would therefore exclude Manufacturer and hold harmless this manufacturer or its representatives from any such liability resulting in any special indirect or consequential damages.

Only the Manufacturer is authorized to make any warranty or representation other than as set forth in this New Product Limited Warranty Policy, and the customer may not rely on any other warranty or representation. All implied warranties, including those of merchantability and fitness are hereby disclaimed.