

Warranty

No Fittes wholesaler, distributor, retailer, dealer, reseller, agent or employee is authorized to make any modification, extension, or addition to this Warranty or any of its terms.

Limited Warranty

Fittes manufactured products (“**Products**”) are warranted to be free from defects in materials and workmanship under normal service and use for which they were designed (“Defect”) for a period of two (2) years from the date of the original retail purchase (the “**Warranty Period**”).

Making a Warranty Claim

If you notice what you believe to be a Product Defect, it is important to act promptly and notify the Fittes support team directly at support@fittes.com. When contacting the Fittes support team, please provide proof of the date of original retail purchase, for example, a purchase receipt or credit card statement.,

What Fittes Will Do When a Warranty Claim is Made

If notice of a Defect is received within the Warranty Period, Fittes will take the steps described below.

After receiving notice of a claim of Product Defect, Fittes may arrange an inspection of the Product by Fittes or an authorized Fittes dealer. Fittes will have no obligations under this Warranty if: i) an inspection of the Product is not permitted; or ii) Fittes determines, after inspecting the Product, that it does not meet the requirements of this Warranty.

If a Defect is determined to exist, Fittes will repair or (at Fittes’s option) replace the Product with an Fittes Product of the same or similar color, design, style and quality, at no expense. If identical Product materials are not available at the time of repair or replacement, Fittes reserves the right to substitute materials of equal quality.

The repair or replacement of the Fittes Product under this Warranty does not extend the duration of the Warranty Period or begin a new Warranty Period.

Warranty Limitations

Any of the following circumstances will reduce or exclude Fittes’s responsibilities and liabilities under this Warranty:

Original Purchaser

This Warranty extends only to the Original Purchaser of an Fittes Product. “Original Purchaser” means the first purchaser who pays for the Product, also known as the “end consumer”.

Improper Installation, Maintenance and Use

Fittes Products require proper installation, maintenance and use. This warranty therefore does not cover Products that have been:

- a) installed in a manner not in compliance with the Product installation guide available at fittes.com;
- b) improperly stored, maintained or repaired;
- c) modified, tampered with or intentionally damaged
- d) re-painted;
- e) combined or used with third party components;
- f) exposed to inappropriate conditions, including chemicals, moisture, direct sunlight and very high/low humidity;
- g) used outdoors or in high-moisture areas (ie. steam room, shower);
- h) damaged by accident including burns, cuts, cracks, tears, scratches, scuffs, stains, and indentations; or
- i) damaged by a natural hazard outside human control, including lightning, flooding, weather, earthquake, or other natural disaster or phenomena.

HVAC System Exclusion

It is the responsibility of the purchaser and user to ensure that Fittes Products are compatible with their HVAC system. This Warranty therefore does not cover any repair or replacement of an HVAC system, furnace, electrical system or components, or any other mechanical damage or labour costs resulting directly or indirectly from the installation and use of Product.

Disclaimer

This Warranty and the remedies set out above are exclusive and in lieu of any other warranties and remedies, oral or written, express or implied.

Fittes expressly disclaims any and all representations and warranties not stated in this Warranty.

Fittes disclaims all implied warranties, including any implied warranties of merchantability and fitness for a particular purpose. If Fittes cannot lawfully disclaim or exclude implied warranties under applicable law, then to the extent possible any claims under such implied warranties shall expire on expiration of the Warranty Period.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FITTES'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO PRODUCT SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FITTES BE LIABLE FOR LOSS OF PROFITS, REVENUES OR INCOME, LOSS OF USE, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR INDIRECT, SPECIAL, ECONOMIC, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT FITTES HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.