

# LIMITED WARRANTY

*Sky-35 Controller*

## EXCLUSIVE WARRANTY – LIMITATION OF LIABILITY

This Limited Warranty is the only warranty for this appliance given by IBC Technologies Inc and IBC Technologies USA Inc. (“IBC”). No one is authorized to make any other warranties on behalf of IBC. **ANY APPLICABLE IMPLIED WARRANTIES, INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE LIMITED WARRANTY PERIODS SPECIFIED BELOW.**

**IBC’S SOLE LIABILITY, WITH RESPECT TO ANY DEFECT IN THIS APPLIANCE, SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY. IBC SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY AND ALL CLAIMS FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGE RESULTING FROM WATER LEAKAGE), ALL OF WHICH ARE EXPRESSLY EXCLUDED. AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR FOR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

This Limited Warranty gives you specific legal rights, and you may also have other rights, which may vary in each province and territory of Canada or state in the US.

We suggest you retain this document as a Certificate of Limited Warranty in the event warranty service is needed. Reasonable documentary proof of the date of installation of your appliance may be required to establish its “in-warranty” status.

## GENERAL

This Limited Warranty is only available to the original owner of the appliance at the original installation location. It is not transferable. This appliance must be installed by a licensed and qualified contractor. Improper installation of the appliance (including the failure to install the appliance in accordance with applicable building codes/ordinances, regulations and standards, good plumbing and electrical trade practices, or the Installation and Operating Manual) will invalidate warranty coverage. IBC warrants this appliance, and its component parts, to be free from defects in materials and manufacture, under normal use and service, during the Applicable Limited Warranty Periods and subject to the Limited Warranty Exclusions set out below. In its sole discretion, IBC will repair or replace the defective appliance, or defective component part(s), in accordance with the terms of this Limited Warranty, if it fails in normal use and service during the Applicable Limited Warranty Periods. The replacement appliance must be manufactured by IBC. The replacement component part(s) must be IBC authorized component part(s). The replacement appliance or component part(s) will be warrantied only for the unexpired portion of the original appliance’s Applicable Limited Warranty Periods.

## EFFECTIVE DATE

The Effective Date of this Limited Warranty coverage (or the beginning of the Applicable Limited Warranty Periods) is the date of installation of the appliance, if properly documented. If you are not able to provide documentary proof of the date of installation, the Effective Date is the date of manufacture of the appliance plus ninety (90) days.

## APPLICABLE LIMITED WARRANTY PERIOD

Type of Use	Warranty Period
Residential or Commercial	2 years

## LIMITED WARRANTY EXCLUSIONS

This Limited Warranty will **NOT** cover:

- Damages, malfunctions or failures resulting from improper installation or failure to operate and maintain the appliance in accordance with the Installation and Operating Manual.
- Labor and other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing, maintaining, or other handling of either defective parts or replacement parts.
- Damages, malfunctions or failures resulting from improper installation of the appliance, including installation by a person who is not a licensed or qualified contractor, and failure to install the appliance in accordance with applicable building codes/ordinances, regulations and standards, good electrical trade practices or the Installation and Operating Manual.

**IBC Technologies Inc.**

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- d) Service trips to your business to teach you how to install, use, or maintain this appliance or to bring its installation into compliance with applicable building codes/ordinances, regulations and standards, or the manufacturer's installation requirements as described in the Installation and Operating Manual.
- e) Damages, malfunctions, or failures resulting from operation of the appliance outside the parameters described in the Installation and Operating Manual.
- f) This appliance if it is installed: to control heat for a spa or pool; in a recreational vehicle; in a boat or any other watercraft, including a houseboat.
- g) Performance problems caused or contributed by improper sizing of the electric service voltage (plus or minus 10% of rated voltage), wiring, or fusing that is not in accordance with the Installation and Operating Manual and applicable codes, regulations, and standards.
- h) Improper electrical supply, and electrical failures of all kinds including power surges and lightning strikes.
- i) Damages, malfunctions, or failures caused or contributed by operating the appliance with any parts removed or with modified, altered, or unapproved parts installed.
- j) Damages, malfunctions, or failures caused or contributed to by abuse, accident, fire, flood, freeze, lightning, acts of God and other *force majeure* events.
- k) Damage to any buildings, fixtures, furniture, other equipment, or property.
- l) Damages, malfunctions or failures caused or contributed to by contamination such as, but not limited to, gypsum board dust, sawdust, air impurities, sulfuric action or reaction, dust particles, corrosive vapors, oxygen corrosion and chlorine reactions.
- m) Damages, malfunctions, or failures resulting from the use of any attachment, including any energy saving device, not authorized by IBC.
- n) Appliances installed outside the United States of America and Canada.
- o) Appliances removed from the original installation location and reinstalled elsewhere.
- p) Appliances that have had their rating labels altered, tampered with, or removed. This appliance should not be operated if the rating label is removed.

### PROCEDURE FOR LIMITED WARRANTY SERVICE

For service covered by this Limited Warranty, have your licensed service contractor contact an IBC-authorized distributor with the following information: model and serial numbers, site address and date of installation, together with a description of the claim. All alleged defective appliances (with the rating plate and component parts intact) and defective component parts must be returned through IBC-authorized distributor channels. Replacement component parts, if the conditions of this Limited Warranty are met, will be provided by IBC through its authorized distributor channels or representatives. No contractor or distributor may grant any service under this warranty without the prior approval of IBC. If there are any questions about the coverage of this Limited Warranty, please contact IBC as shown below. Where a claim under this Limited Warranty is allowed, IBC will provide a credit to the authorized distributor. Any credits issued by IBC are done so at the wholesale value and any markups by the distributor or installing contractor are excluded. Any / all shipping costs to and from IBC are the responsibility of the customer, unless applicable state, provincial or territorial law provides otherwise.