

AURA SERVICE, WARRANTY AND RETURNS POLICY

Introduction

Inforesight Consumer Products Inc. (ICP) strives to deliver industry-leading customer service to both its sales partners and end customers. Sales partners are requested to support this service policy by supplying complete and detailed information for all customer service, warranty, and return-related matters.

Warranty Coverage Periods

The Warranty Period commences on the date the end customer purchases the product. To obtain warranty service, you will be required to provide documentation verifying the date the product was purchased.

Aura Warranty Period

AURA™	Residential Installation	Commercial Installation
Fixture (Heater body, brackets)	3 Years	3 Years
Infrared Emitter Lamp and Onboard Heater Control (CF series, Décor series)	2 Years	1 Year

*Fixture warranty period may be void if heater is installed in a high salinity environment (extreme, seaside conditions) or when installed in areas with high organic dust particulate matter.

Customer Service + Troubleshooting

To begin a service inquiry, ICP requires a standard set of information. Warranty replacement is not possible without the following:

1. Customer's proof of purchase or bill of sale.
2. A Clear, high-resolution picture of the heater or control rating label indicating the model number and date code
3. Clear, high-resolution pictures of the mounted heater(s) or control(s) showing distances to walls and the ceiling
4. A detailed description of the issue with the product or system.

Do not remove heaters from the installation prior to sending information. Troubleshooting will not be possible without the heater being connected to power. *Above MUST BE EMAILED to service@auraheaters.com*****

Warranty Replacement

To issue warranty replacement parts or products, ICP requires:

1. Heater must be installed correctly
 - Clearances to be followed
 - Installed to National Electric code NEC NFPA 70 (USA) or Canadian Electric Code CSA 22.1 (Canada),
2. Must have picture of the heater rating label
3. Must have customer bill of sale
4. Must be within period of coverage
5. Heater or Control to have been installed in suitable environment & for its intended application
6. Heater must remain installed to determine the cause of failure!

Warranty Determination

As the manufacturer, ICP retains sole authority to determine end customer eligibility for warranty coverage. Manufacturer representatives, distributors, and retailers are not permitted to speak or act on Inforesight's behalf regarding warranty approval.

Where ICP cannot verify warranty coverage or determines that a heater was improperly installed, no warranty replacement parts or products will be provided. ICP reserves the right to determine, at its discretion, whether warranty fulfillment is limited to replacement parts or includes a full product replacement.

ICP is not responsible for any labor or labor-related costs involved with the installation, repair, removal, or replacement of any heater or any component parts.

Shipping Damage

If a heater arrives with minor damage from shipping, ICP will send replacement parts to repair the heater. ICP only issues full, replacement heaters when catastrophic shipping damage has occurred. ICP will not issue replacement parts or heaters without proof of damage. If customer has contracted their own shipping company for the order and shipping damage or loss occurs, the customer is responsible for purchasing replacement parts or units.

Returns

ICP retains sole authority to determine eligibility & approval for any and all returns, product returned without an approved RMA # will not be accepted. ICP accepts returns only if the product is in perfect condition and is re-sellable as is. ICP requests images of the product prior to issuing an RMA for return. In order for the product to qualify for return or exchange it must meet the following criteria:

- Returns requests must be submitted within 30 days of receipt of the product.
 - Product must not have been installed.
 - Product must not have been modified.
 - Product must be returned with all brackets and included parts.
 - Return must carry an ICP issued RMA number.
 - Product must be returned in original packaging. Do not write the RMA number directly on the box.
- If the heater has been installed or used, no return approval will be issued.

- Products sold with a custom paint/appearance package or any element of special engineering are not eligible for return.
- If a heater has failed, there are no returns. ICP issues warranty replacement heaters or parts.

All returns are subject to a 25% restocking fee. If modifications were made to the product and it is not possible to re-sell the product, restock fee may be higher to cover costs of repairs. Returns must be inspected before credit or exchange is issued, typically within 60 business days of being received. Shipping for returned or exchanged units is non-refundable. ICP does not issue refunds directly to customers, but offers credit on account of the dealer, distributor, retailer or representative. Reimbursement to the end customer is the responsibility of dealer, distributor, retailer or representative. If a product is returned without an RMA number, ICP is unable to issue credit.

Orders shipped in USA

Return To:

Inforesight Returns C/O Benlin Freight Forwarding
2769 Broadway,
Buffalo, NY, 14227 USA

Return must be shipped via carrier; this location does NOT accept local drop off or pickup. Failure to follow these instructions may lead to a delay in receiving your credit or no credit issued if INFORESIGHT RETURNS C/O BENLIN and the RMA # is not indicated on the return shipping label.

Orders shipped in Canada

Return To:

Inforesight Consumer Products inc.
125 Traders Blvd E #4
Mississauga, ON L4Z 2H3

Return may be shipped via carrier. This location also accepts local drop off or pickup. RMA # must be present on a label placed onto the box.

If any condition from the above requirements is not met, ICP has no obligation to process the return or provide credit.

Warranty Information

Warranty Limitations and Exclusions

This Warranty covers any defects in materials or workmanship under normal conditions. The heater must be correctly installed according to ICP installation manual and must be installed by a licensed electrician in accordance with NEC, Canadian Electric codes or local electric codes. This warranty does not cover damages resulting from improper or incorrect installation, abuse, misuse, negligence, natural disasters, abnormal conditions, modification/alteration, unauthorized adjustments, incidental or consequential damage. This warranty is non-transferable and is valid for the original owner at the original site of installation when purchased through an authorized distributor or dealer. No guarantee, unless and except by separate written agreement, is made regarding the dimensions of heat coverage appropriateness or effectiveness of any product for its intended purpose or for the customer's particular application. This warranty is limited solely to products purchased through authorized dealers. Under no circumstances will warranty coverage extend to products purchased through non-authorized dealers including, but not limited to, eBay, craigslist, or other internet auction or internet-based retail sites.

The aforementioned products may have received cCSAus, cETLus, cULus, ETL SPE-1000 (CAN) inspection or in some instances require certified electrician certification. However, unless expressly agreed to by in writing, ICP makes no

warranty that the product(s) will: (i) meet any specification not made known to and agreed to by ICP, or (ii) have received the approval of or are certified by any federal, state, local or foreign government agency (including without limitation the Federal Communications Commission) or any other person or entity. ICP assumes no responsibility for obtaining such approvals, certifications, or meeting such specifications.

Who is covered?

This Warranty extends to the original purchaser and subsequent owners, but only while the heater remains at the site of the original installation. This Warranty extends through the first installation of the heater and terminates if the heater is moved or reinstalled at a new location.

Owner Responsibilities

The owner is responsible for reasonable operating care and maintenance of the product within its lifetime. Maintenance must be performed by a qualified technician, and requirements may differ based on installation location and usage. Please follow the maintenance guidelines outlined within your product's manual. Under this limited warranty, ICP will only provide replacement parts or heater, either new or a factory tested refurbished. The owner is responsible for all other costs which may include but not limited to:

- Labor charges for maintenance, service or reinstallation of the heater or part.
- Necessary or incidental costs related to handling, administrative and/or permits.

Conditions

1. ICP reserves the right to make the final determination, based on its own evaluation of the heater and all components, as to whether:
 - a. The problem in question is the result of a defect in design, workmanship, or materials, and not a result of error, misuse, or abuse on the part of the customer as set forth under the exclusions detailed below;
 - b. The problem or defect is material and requires action under this warranty; and
 - c. The remedy of repair, replacement, or refund is appropriate.
2. ICP determines, in its sole discretion, that the appropriate remedy under the Warranty is a credit on account, the credit amount will be limited to the price paid by the customer for the product alone, and under no circumstances will it include the cost of labor, shipping, handling, packaging, or any other incidental or consequential costs incurred or anticipated by the customer.
3. With respect to replacement or repair rendered, ICP reserves the right to use replacement parts that are refurbished. ICP warrants that the parts replaced or repaired, whether or not they have been refurbished or are original equipment, will operate properly and be free from defects in materials and workmanship for a period of 90 days from the date of shipment to the customer, or for the remainder of the original warranty period, whichever is longer. A service fee, parts replacement fee, and shipping charges may be imposed if any heater is returned for warranty service that is missing components or that has been modified in any way or when we determine that no warrantable failure occurred or defect exists. Such fees and charges will vary based upon the actual material and labor costs necessary to replace missing or modified parts and to return the heater to its original factory condition.

What Is Not Covered (Exclusions)?

1. Units purchased and used outside the United States and its territories and Canada.
2. Units purchased from any entity other than ICP or an ICP Authorized Dealer.
3. Any labor or labor-related costs involved with the installation, repair, removal, or replacement of any heater or any component parts.
4. Units or components where the serial number or part number sticker has been removed or defaced.

5. Defects, malfunctions, failure, or physical damage caused by unauthorized service/parts and improper installation, mishandling, modifications or damage while in your possession including failure to provide reasonable and necessary maintenance, which shall include, but not be limited to:
- a. Failure to follow the required installation procedures, clearances & warnings specified in the ICP-supplied Installation Guide and in all other documentation supplied with the heaters and related equipment;
 - b. Failure to follow all relevant codes and ordinances including, but not limited to, the National Electric Code, Canadian electric code, state or local building codes;
 - c. Failure to follow electrical engineering industry standards regarding the approved method of installing solid-state electrical equipment having the characteristics of the heater, the heater control, and their related components, even if such standards are not specifically referenced in any instructions or literature supplied by ICP.
 - d. Failure to use all installation and mounting hardware supplied or approved by ICP.
 - e. Any modification or alteration of, or adjustment to the heaters, heater control, and/or mounting and installation hardware and/or any disassembly of the major components of the heaters and heater controls for any purpose whatsoever, including any attempt to diagnose and/or repair any problem, without prior written authorization from ICP Technical Support Department.
 - f. Misuse, abuse, accidents, unreasonable use, or Acts of God;
 - g. Incorrect electric current, voltage exceeding 6% of voltage stated on the rating plate of the heater, or supply; Failure to use heater controls supplied by ICP unless:
 - i. ICP Technical Support Department has provided written permission prior to installation; and
 - ii. The heater controls are built, operated, and maintained according to specifications provided to and approved by ICP Technical Support Department.
 - h. Modification of any control without prior approval by ICP Technical Support
 - i. Failure to perform periodic maintenance as detailed in the ICP-supplied Installation Manual. ICP recommends examining the heater bracket connections at least once every two years.

ATTENTION: Under no circumstances will ICP be responsible for remedial work necessary to correct installation procedures by others that do not conform to those established by the instructions, codes, and standards described under items 5a through 5d above.

- 6. Consequential or incidental damages sustained by any person, entity, or structure as a result of any breach of these warranties, except where such damages may not be excluded by law.
- 7. Claims made for products that have not been paid for in full.
- 8. Damage caused by premises structural defects, structural movement or settlement, exposure to chemicals, acid rain or other corrosive elements excessive humidity, and/or wind.
- 9. Normal changes to the finish caused by ordinary use or damage to non-factory applied finishes.
- 10. Damage or failure caused by subjection of the product to conditions outside its design limitations.
- 11. Defects reported more than 90 days from when they were discovered or should have been discovered.

ICP at its sole discretion reserves the right to make the final determination, based on its own evaluation of the heater and all its components, as to whether the problem in question is the result of a defect in design, workmanship, or materials. Warranty subject to change without notice.

ICP shall not be liable for any delay or failure in performance of its obligations due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, fire, floods, labor disputes, supply chain disruptions, transportation delays, or governmental actions.

Cancellation Policy

Conditions

- If a standard order ships out of the ICP facility prior to customer cancellation request, the customer will be charged a 25% restocking fee plus the original shipping fee and any additional fees such as reconsignments.
- Standard orders can be cancelled up to 24 hours following the acknowledgement of the Purchase Order without penalty, unless product has already shipped.
- After 5 business days, cancelled orders will be subject to a 10% cancellation fee.
- Products sold with custom paint / appearance packages or any element of special engineering are final and cannot be cancelled after twenty-four (24) hours from the receipt of the Purchase Order.

How to cancel your order

- Send an email to orders@in-foresight.com or contact ICP via the phone number below. Have your PO # on hand before calling.
- Once the product's cancellation eligibility is determined and any fees are calculated, ICP will provide written confirmation of the processed cancellation in our database.

LIMITATION OF LIABILITY

NEITHER INFORESIGHT CONSUMER PRODUCTS INC., NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COST OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR THIRD PARTY CLAIMS BY PURCHASER FOR SUCH DAMAGES RESULTING TO ANY THIRD PARTY. STAFF, WHETHER CHARGED FOR OR NOT. IN ALL CASES, ICP'S TOTAL CUMULATIVE LIABILITY SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE CLAIM.

THIS IS THE SOLE WARRANTY AND ONLY REMEDY OF ANY KIND FOR INFORESIGHT CONSUMER PRODUCTS INC. WARRANTY. INFORESIGHT CONSUMER PRODUCTS INC'S LIABILITY, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE OR ANY OTHER LEGAL THEORY, SHALL BE THE REPAIR, REPLACEMENT, OR CREDIT FOR DEFECTIVE PARTS AS STATED ABOVE AND SHALL IN NO WAY INCLUDE LIABILITY FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGE. THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES ANY CLAIM ARISING OUT OF ANY HELP WITH THE LAYOUT OF PRODUCT BY ANY MEMBER OF INFORESIGHT CONSUMER PRODUCTS INC. STAFF, WHETHER CHARGED FOR OR NOT.

THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN. ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS POLICY SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF ONTARIO.