

WARRANTY

Pioneering Technology Corporation (PTC) warrants that the product is free from defects in materials and workmanship when operated and maintained according to the instructions provided for a period of:

One (1) year from date of purchase for residential use

The limited warranty does not cover damage resulting from commercial use, misuse, accident, modification or alteration to hardware or software, tampering, unsuitable physical or operating environment beyond product specifications, or improper maintenance. There is no warranty of uninterrupted or error-free operation. Proof of purchase is required to establish date of purchase.

For service under this warranty contact your SmartBurner™ distributor or Pioneering Technology Corporation at:

Pioneering Technology Corp. - Service Dept.
2400 Skymark Avenue, Unit 7
Mississauga, Ontario
Canada L4W 5K5
Tel: (800) 433-6026 or (905) 712-2061 ext. 228
Email: service@pioneeringtech.com

THERE ARE NO OTHER WARRANTIES. PIONEERING TECHNOLOGY CORP. DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS THAT VARY FROM STATE TO STATE.

EXCEPT AS STATED HEREIN, IN NO EVENT SHALL PIONEERING TECHNOLOGY CORPORATION BE LIABLE FOR ANY DAMAGES WHATSOEVER WHETHER BASED ON CONTRACT, TORT, WARRANTY OR OTHER EQUITABLE GROUNDS, INCLUDING, WITHOUT LIMITATION, OR OTHER PECUNIARY LOSS, ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT, EVEN IF PIONEERING TECHNOLOGY CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

PTC's entire liability and your exclusive remedy shall be at PTC's option, either (a) return of the price paid for the product or (b) repair or replacement of the product that does not meet PTC's Limited Warranty and which is returned to PTC. In no event shall PTC's liability exceed the purchase price of the product.