



Ace Heaters, LLC

FACTORY LIMITED WARRANTY POLICY

The Ace Factory limited warranty provides assurance that all products are free from manufacturer defects at the time of shipment and meet specifications and performance described in the product literature.

It is important to understand the difference between a factory warranty and an installed warranty. There are many factors that can occur to the products after they are shipped that the company has no control over and can not fully verify. These includes:

1. Hidden damage during the shipping.
2. Handling damage.
3. Damage during storage.
4. Installation conditions.
5. Other unknown variables in the system design: maintenance, pulsation and vibrations.

The installed warranty is the responsibility of the architect, specifying engineer, contractor and/or owner who jointly have control over the application, installation, location, operating and maintenance conditions.

The Ace Heaters, LLC warranty excludes extended liabilities. Extended liability typically occurs when products are installed without proper drainage, flooding containment or when safety devices are not tested and repaired or replaced when needed.

Product problems are often caused by the condition of the water, the lack of water treatment and/or the improper treatment of the water, insufficient combustion air, improper draft conditions, bolts not re-tightened, pipes not flushed and cleaned of oil, metal chips, rags, vibration and pulsation etc. These are installation, operating and/or maintenance conditions that are beyond the seller's responsibility and are not covered by the factory warranty, but may be covered by the installer's warranty.

The factory warranty covering company products is based upon extensive product development and testing. Combustion products under go certification testing and approvals to Underwriters Laboratory (UL) standards. Auditing of the production of combustion products is conducted by a nationally recognized testing laboratory.

Pressure vessel products are designed and manufactured to American Society of Mechanical Engineering (ASME) and National Board (NB) Design standards. Design reviews, factory product manufacturing quality inspections and testing are carried out by a third party National Board authorized inspection agency.

Ace Heaters, LLC products have proven themselves in service for over 85 years which indicates that the company products perform exceedingly well when normal installation, operating and maintenance conditions exist.

The following is a review from the terms and conditions of sale. Also included in paragraph two, below, is the Ace Heaters nonconformance policy.

1. Ace Heaters, LLC warrants its products against defective material and/or workmanship only. The warranty does not apply to operational failures, electrical failures, gasket leaks, and/or other malfunctions caused by improper application, installation and/or maintenance.
2. It is the buyer's responsibility to inspect and accept the product, when received, as conforming to their purchase order, specifications and approved drawings. All claims for non-conformance, errors, shortages, etc. must be made within 10 days after receipt of the shipment.
3. Ace Heaters, LLC do not provide a warranty or guarantee, express or implied, in any manner, form, usage of trade, merchantability or fitness which extend beyond the product description and quotation.
4. Ace Heaters, LLC liability is limited to the factory repair or replacement of warranty failures, or non-conformance, upon the return of the product to the factory.
5. Ace Heaters, LLC is not liable for any direct or consequential damages.
6. Ace Heaters, LLC warranty is based upon section 23161(2) of the uniform commercial code and is printed in the terms and conditions of sale which is referenced in every quotation, on the back of sales order acknowledgements and invoices. It is legally correct and is an industry standard policy.



Ace Heaters, LLC

WARRANTY

Limited

Ace Heaters, LLC provides a limited warranty on its products against **defective material and/or workmanship only**. This limited warranty is not applicable to operational failures, electrical failures, gasket leaks, wear or malfunctions caused by improper application, storage, installation, and/or maintenance.

Product Period - The following Limited Warranty period are from date of shipment:

Tanks

Tanks - Carbon Steel: One Year

Tanks - Stainless Steel: Three Years

Storage Water Heaters Single-wall or Double-wall Tank/Exchanger Coils: One Year

Clean Steam Generators: One Year

Linings: (Pro-rated Warranty)

Magnesium Anodes must be used at all times to maintain the Limit Warranty

Section VIII Tanks:

Epoxy: 30" dia. and above (Three years)

Glass: 24" dia. and under (One year).

Glass: 30" dia. and above (Five years).

Cement: (Five years).

Pre-Krete: (Ten years).

Section IV Tanks: SW Model Only

Glass (One year) & Epoxy (Three years).

Minipacks™ Single-wall or Double-wall: One Year

Shell & Tube Heat Exchangers Single-wall or Double-wall: One Year

Atlas™ Series Condensing Boiler (Heat Exchanger): One Year

Triton™ Series Near Condensing Boiler (Heat Exchanger): Twelve Years

Liberty™ Series Condensing Boiler (Heat Exchanger): Ten Years

B-Series Copper Fin Boiler: Three Years

Controls: Components manufactured by other than Ace Heaters, LLC such as controls, instruments, forced draft burner, etc., provided with the boilers and packaged products are not covered by the Ace Heaters, Warranty. However, Ace Heaters, LLC extends to the customer the same warranty provided by the manufacturer to Ace Heater, LLC. The customer shall receive the full benefits of adjustments made to Ace Heaters, LLC by the manufacturer.

Any claim for adjustment under this limited warranty must be made within the warranty period. Ace Heaters, LLC's liability shall be limited to factory repair or, at Ace Heaters, LLC's option, replacement of all parts which, upon test and examination by Ace Heaters, LLC, prove to be defective material and/or workmanship and within the above limited warranty. If required by Ace Heaters, LLC, parts which are claimed to be defective must be promptly delivered to the Ace Heaters, LLC facility, transportation charges prepaid. This warranty does not cover the cost of labor, removal, or installation of the warranted item during the limited period. This warranty is limited to the above and applies only for the period set forth. Ace Heaters, LLC will not be liable for any loss damage, direct, incidental or consequential damages of any kind, whether based upon warranty, contract, negligence or strict liability and arising in connection with the sale, use or repair of the products. Ajax Boiler Inc.'s maximum liability shall exceed the contract price for the product's merchantability or fitness for any particular purpose and in no event shall be held responsible for any consequential damages.

For complete Limited Warranty conditions see Section G and H under terms and condition of sale.

Ace Heaters, LLC, also doing business as Ace Heaters, LLC, is referred to herein as Ace Heaters, LLC

Ace Heaters

130 Klug Circle, Corona CA 92880

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www.aceheaters.com

WARRANTY

Liberty US

Terms & Conditions

1. **Warranty only valid to the original owner and location and is not transferrable.** A copy of the original bill of sale or sales receipt showing proof of purchase must be provided to authenticate original ownership and date of installation.
2. This warranty is VOID if:
 - A. The appliance is not installed and regularly serviced by a qualified and trained Heating Technician.
 - B. The appliance is not installed in accordance with the appliance installation manual and all applicable local and national codes and regulations.
 - C. The appliance has not been maintained and inspected in accordance with the appliance installation manual or at a frequency necessary to ensure safe and reliable operation for the given application.
 - D. The boiler is not installed in a clean and dry environment.
 - E. The combustion air is drawn from within the vicinity of a swimming pool, commercial laundry facility, or dryer vent termination.
 - F. Corrosion, plugging or pitting of any component occurs, possibly caused by:
 - i. **Combustion Air** - with contaminants, such as but not limited to: dirt, debris, air-borne particles, gypsum board dust saw dust, or ceramic/glass fibers; chemical contaminants containing hazardous or corrosive gases, including but not limited to: chloride, ammonia, alkali agents, fluoride, bromine, or iodine.
 - ii. **Boiler Water** - with contaminants, sludge, silt, sand, flux residue, water hardness levels outside the limits of 3-9 grain/gal(US) [50 to 150 mg/l], water with pH outside the limits of 6.6 to 8.5, Chloride greater than 125mg/l, Iron greater than 0.5mg/l or Copper greater than 0.1mg/l.
 - iii. **Water Heater Water** - with contaminants and/or water hardness levels outside the limits of 5-12 grains/gal(US) [85 to 200 mg/l], sludge, silt, sand, excessive scaling, or water with aggressive pH levels.
 - iv. **Natural Gas or Propane** - with average sulfur rates greater than 30 mg/m³.
 - G. The heating system does not provide and ensure required water flow through the appliance when the burner is on.
 - H. Deformation occurs due to freezing; improper storage or handling; improper firing or firing without water.
 - I. The fireside of the heat exchanger is not cleaned in accordance with manufacturer's requirements for natural and propane gas, the unit is not maintained in accordance with the manufacturer's requirements and recommendations (service records or proof of maintenance documentation are required).
 - J. Any alterations are made without written authorization by the manufacturer.
 - K. The appliance, or any of its components, is exposed to water leaks.
3. This warranty does not cover damages to components caused by water leaks, or damages caused by malfunctions as a result of water leaks.
4. NY Thermal Inc. is not responsible for reimbursement for labor, fuel, or punitive damages caused by the operation or failure of the equipment.
5. This warranty does not cover the labor and shipping costs associated with repairing or replacing the boiler or hot water heater.
6. Decision of warranty repairs or replacements to appliances will be at the discretion of the manufacturer or authorized service representative.

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