

# LIMITED WARRANTY CERTIFICATE

**FCU**

## FAN COIL UNITS

### Warranty Policies:

Twelve (12) Month Warranty of entire Fan Coil Unit (FCU) – Ice-Air, LLC, herein referred to as “Ice Air”, warrants to the original owner that the entire fan coil unit is free from defects in material and workmanship for a period of twelve (12) months from the date of delivery. Any part of portion thereof which becomes defective under normal use during the period of this warranty will be repaired or replaced provided Ice Air’s examination shall prove to its satisfaction that the part was or became defective under normal use. Ice Air’s obligations under this warranty are limited to: (a) Repairing the defective part or (b) furnishing a replacement part provided the defective part is returned to the factory, without shipping damage, transporting charges prepaid. No reimbursement will be made for expenses incurred in making field adjustments or replacements unless specifically authorized in writing by the Company.

The Company is not obligated under this warranty for field labor such as service for inspection, removing, packing and/or reinstalling fan coil unit, nor for the return transportation charges.

To obtain assistance under the parts warranty or to purchase the optional extended warranty, simply contact Ice Air Customer Service at 80 Hartford Avenue, Mount Vernon, New York 10553 Phone 914-668-4700.

The Twelve Month Warranty constitute the buyer’s sole remedy. They are given in lieu of all other warranties. There is no implied warranty of merchant-ability or fitness for a particular purpose. In no event and under no circumstance shall Ice Air be liable for incidental or consequential damages, whether the theory is breach of this or any warranty, negligence, or strict tort.

No person (including any agent, salesman, dealer or distributor) has authority to expand Ice Air’s obligation beyond the terms of these express warranties, or to state that the performance of the product is other than that published by Ice Air.

#### General Conditions

The above warranties are void if Ice Air’s equipment has been damaged, misused, subjected to abnormal use or service or its serial number has been altered, defaced, or removed, or payment for the equipment is in default. Ice Air is not responsible for service to correct conditions due to misapplication, improper installation, inadequate wiring, incorrect voltage conditions or unauthorized opening of the refrigeration circuit, nor for consequential damages. In case Ice Air’s equipment is installed in conjunction with cabinets, grills, louvers, controls or other parts manufactured by others, these warranties shall apply only to Ice Air’s manufactured portion of the equipment. The conditions of the standard warranty plan are effective for 18 months from TCO. Ice Air reserves the right to make a handling and inspection charge in the case of parts or equipment improperly returned as defective and/or as being warranty.

#### Important

The following are the responsibility of the user. They are not manufacturing defects, and are therefore not included in the warranty plan.

- 1) Failure of unit to operate satisfactorily due to improper amount of air on evaporator coil or air supply to air cooled condensers.
- 2) Damage to unit or unsatisfactorily operation due to improper cleaning of evaporator coil or use of unit in corrosive atmosphere locations such as chemical plants, refineries, or salt spray areas.
- 3) Damage to unit from unsatisfactory operation due to blown fuses, inadequate or interrupted electrical service, use of improper electrical protective devices or operation of unit on power supply other than covered by nameplate rating of unit
- 4) Damage due to failure to properly maintain unit.
- 5) Damage due to transportation or handling prior to and during installation.
- 6) Damage due to accident or from alteration, improper installation, tampering.
- 7) Filter cleaning or replacement.
- 8) Misapplication

#### Check, Test and Start

Check, Test and Start of the air conditioners by an experienced person is the responsibility of the installing contractor. This consists of physically confronting each conditioner operating in both heating and cooling modes and correcting any minor deficiencies noted. After the equipment leaves the factory, it may become damaged or maladjusted during transportation or on the job. Sometimes wires are disconnected accidentally, or fan motors move on their bases due to rough handling, causing fans to strike; a component(s) may be inoperable. The correction of such conditions is part of the Check, Test and Start. Note that unless otherwise specifically agreed to in writing, Ice Air includes no field labor, Check, Test, and Start (or the like) in the price of its equipment.

#### Installation

Ice Air is not responsible for the design, execution and performance of the installation method or any of the accessory items used during installation such as seals, caulking, weatherproofing, supporting structures, attachment means, louvers and frames supplied by others.

January 1, 2005