



Limited Warranty

Twelve (12) Month Warranty of entire Packaged Terminal Equipment

Ice-Air, LLC ("Ice Air" or the "Company") warrants, solely to the person or entity that directly purchased the packaged terminal system from the Company (the "Original Owner"), that the entire packaged terminal system is free from defects in material and workmanship for a period of twelve (12) months from the date of delivery (the "Twelve Month Warranty"). Any part or 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 subject to the satisfaction of the conditions set forth in the last paragraph of this Section and are limited to: (a) repairing the defective part or (b) furnishing a replacement part provided the defective part is returned to Ice Air, 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.

Except as otherwise provided in the last sentence of this paragraph, the Company is not obligated under this warranty for field labor such as service for inspection, removing, packing and/or reinstalling water source unit, nor for the return transportation charges. In addition, the Company is not obligated under this warranty to make reimbursement of the labor or service charges of any other party. Notwithstanding the foregoing, labor provided by or at the direction of the Company during the twelve (12) month period from the date of delivery referred to in the initial paragraph above, in connection with the Twelve Month Warranty of parts provided in the initial paragraph above, is included in such warranty, solely in the case in which a packaged terminal system is sold by the Company to an Original Owner for use in a new facility to be constructed and located in the greater New York City metropolitan area. For the avoidance of doubt, except in the case described in the preceding sentence, the Company has no obligation under this warranty to provide for field labor or to make reimbursement of the labor or services charges of any other party, provided, however, that the Company, in its sole and absolute discretion, may elect to do so, so long as (i) such election is set forth in a writing signed by the Company and (ii) the facility at which the applicable packaged terminal system is or will be installed is located in the greater New York City metropolitan area (the "Metropolitan Area").

The obligations of the Company set forth in the preceding paragraphs of this Section are in all cases subject to the satisfaction of the following conditions: (x) the Company shall have received proof, satisfactory to the Company, of the purchase by the Original Owner from the Company of the packaged terminal system that is the subject of the Original Owner's claim, (y) all amounts due and payable to the Company on or prior to the date of such claim in respect of such packaged terminal system shall have been paid in full and (z) nothing shall exist or occur that relieves the Company, in accordance with the terms of this agreement, from the performance of its warranty obligations hereunder.

OPTIONAL Extended Refrigeration Circuit Warranty

2nd – 5th year compressor parts only; labor not included

The Optional Extended Refrigeration Circuit Warranty MUST be purchased from Ice Air within thirty (30) days from date of delivery to be valid. The hermetically sealed refrigeration circuit (consisting of the motor, compressor assembly, evaporator coil, coaxial / condenser coil, and interconnecting tubing) is warranted to the Original Owner for four additional years from date of the expiration of the twelve-month Warranty. Components under this warranty will be supplied at Ice Air's expense provided the failed component is returned to Ice Air. This optional warranty does not include any other parts of the equipment such as fans, fan motors, controls, cabinet parts, electrical relays, capacitors, protective devices, or wiring. Ice Air is not obligated under this warranty for field labor such as service for inspection, removing, packing, and/or reinstalling the refrigeration circuit, nor for return transportation charges. In addition, the Company is not obligated under this warranty to make reimbursement of the labor or service charges of any other party. 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 in warranty.

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.

Additional warranty options include:

2nd – 5th year full unit parts only warranty

2nd – 5th year compressor parts and labor warranty, so long as such labor is performed in the NY Metropolitan Area

2nd – 5th year complete parts and labor warranty (Full unit coverage), so long as such labor is performed in the NY Metropolitan Area.

All Warranties (which must be purchased separately) constitute the Original Owner's sole remedy. They are given in lieu of all other warranties. Ice Air is not 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. In addition, neither the Original Owner nor any such person has the right to sell, transfer or assign, or attempt to sell, transfer or assign, any rights of the Original Owner in or to the warranties provided for herein, no such sale, transfer or assignment shall be binding upon Ice Air and any such sale, transfer or assignment is null and void and of no force or effect.

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, faulty or 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 12 months from the date of equipment delivery. 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 in warranty.

Important Disclaimers Ice Air Has No Responsibility For:

(A) Certain Damages

The following are the responsibility of the user. None of the following constitutes a manufacturing defect, and each is expressly excluded from 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 unsatisfactory 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 or tampering.
- 7) Failure to clean or replace filter timely.
- 8) Misapplication of equipment.
- 9) Damage due to deviation from original design and intended use of equipment.
- 10) Damage due to use of additional accessories either unapproved or approved but modified or manipulated.

(B) 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.

(C) 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 has no obligation to perform, nor does the price of its equipment include field labor in connection with the performance of, these Check, Test, and Start procedures (or the like).



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