

LIMITED WARRANTY FOR APEX COMMERCIAL GRADE BOILERS

Stainless Steel Heat Exchangers and Parts/Accessories

Subject to the terms and conditions set forth below, Thermal Solutions, Lancaster, Pennsylvania hereby extends the following limited warranties to the original owner of a commercial grade water boiler or Thermal Solutions supplied parts and/or accessories manufactured and shipped on or after January 1, 2014:

ONE YEAR LIMITED WARRANTY ON COMMERCIAL GRADE BOILERS AND PARTS / ACCESSORIES SUPPLIED BY THERMAL SOLUTIONS. Thermal Solutions warrants to the original owner that its commercial grade stainless steel water boilers and parts/accessories comply at the time of manufacture with recognized hydronic industry standards and requirements then in effect and will be free of defects in material and workmanship under normal usage for a period of one year from the date of original installation. If any part of a commercial grade boiler or any part or accessory provided by Thermal Solutions is found to be defective in material or workmanship during this one year period, Thermal Solutions will, at its option, repair or replace the defective part (not including labor).

HEAT EXCHANGER WARRANTIES

Thermal Solutions warrants to the original owner that the heat exchanger of its commercial grade stainless steel boilers will remain free from defects in material and workmanship under normal usage for the time period specified in the chart below to the original owner at the original place of installation. If a claim is made under this warranty during the "No Charge" period from the date of original installation, Thermal Solutions will, at its option, repair or replace the heat exchanger (not including labor). If a claim is made under this warranty after the expiration of the "No Charge" period from the date of original installation, Thermal Solutions will, at its option and upon payment of the pro-rated service charge set forth below, repair or replace the heat exchanger. The service charge applicable to a heat exchanger warranty claim is based upon the number of years the heat exchanger has been in service and will be determined as a percentage of the retail price of the heat exchanger model involved at the time the warranty claim is made as follows:

NOTE: If the heat exchanger involved is no longer available due to product obsolescence or redesign, the value used to establish the retail price will be the published price as set forth in Thermal Solutions Repair Parts Pricing where the heat exchanger last appeared or the current retail price of the then nearest equivalent heat exchanger, whichever is greater.

	Service Charge as a % of Retail Price									
Years of Service	1	2	3	4	5	6	7	8	9	10+
Stainless Steel	No Charge					20	40	60	80	100

ADDITIONAL TERMS AND CONDITIONS

1. **Applicability:** The limited warranties set forth above are extended only to the original owner at the original place of installation within the United States and Canada. These warranties are applicable only to boilers, parts, or accessories designated as commercial grade by Thermal Solutions and installed and used exclusively for purposes of commercial space heating or domestic hot water generation through a heat exchanger (or a combination for such purposes) and do not apply to residential grade products or industrial uses.
2. **Components Manufactured by Others:** Upon expiration of the one year limited warranty on commercial grade boilers, all boiler components other than heat exchangers manufactured by others but furnished by Thermal Solutions (such as circulator and controls) will be subject only to the manufacturer's warranty, if any.
3. **Proper Installation:** The warranties extended by Thermal Solutions are conditioned upon the installation of the commercial grade boiler, parts, and accessories in strict compliance with Thermal Solutions installation instructions. Thermal Solutions specifically disclaims liability of any kind caused by or relating to improper installation.
4. **Proper Use and Maintenance:** The warranties extended by Thermal Solutions conditioned upon the use of the commercial grade boiler, parts, and accessories for its intended purposes and its maintenance accordance with Thermal Solutions recommendations and hydronics industry standards. For proper installation, use, and maintenance, see all applicable sections of the Installation and Operating, and Service Instructions Manual furnished with the unit.
5. This warranty does not cover the following:
 - a. Expenses for removal or reinstallation. The owner will be responsible for the cost of removing and reinstalling the alleged defective part or its replacement and all labor and material connected therewith, and transportation to and from Thermal Solutions.
 - b. Components that are part of the heating system but were not furnished by Thermal Solutions as part of the commercial boiler.
 - c. Improper burner set-up or adjustment, control settings, care or maintenance.
 - d. This warranty cannot be considered as a guarantee of workmanship of an installer connected with the installation of the Thermal Solutions boiler, or as imposing on Thermal Solutions liability of any nature for unsatisfactory performance as a result of faulty workmanship in the installation, which liability is expressly disclaimed.
 - e. Boilers, parts, or accessories installed outside the 48 contiguous United States, the State of Alaska and Canada.
 - f. Damage to the boiler and/or property due to installation or operation of the boiler that is not in accordance with the boiler installation and operating instruction manual.
 - i. Any damage or failure of the boiler resulting from hard water, scale buildup or corrosion the heat exchanger. Any damage caused by improper fuels, fuel additives or contaminated combustion air that may cause fireside corrosion and/or c logging of the burner or heat exchanger.
 - j. Any damage resulting from combustion air contaminated with particulate which cause clogging of the burner or combustion chamber including but not limited to sheetrock or plasterboard particles, dirt, and dust particulate. Any damage, defects or malfunctions resulting from improper operation, maintenance, misuse, abuse, accident, negligence including but not limited to operation with insufficient water flow, improper water level, improper water chemistry, or damage from freezing.
 - k. Any damage caused by water side clogging due to dirty systems, corrosion products from the system, or improperly maintained water conditions.