# **Limited Warranty**

Subject to the terms and conditions set forth below, Ambient, Lancaster, PA USA hereby extends the following limited warranties to the original owner of an Ambient electric boiler or Ambient supplied parts and/or accessories manufactured and shipped on or after June 1, 2023:

## LIMITED WARRANTY ON BOILERS AND PARTS / ACCESSORIES SUPPLIED BY AMBIENT

Ambient warrants to the original owner that its electric boiler and associated 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 two years from the date of original installation. If any part of a boiler or any part or accessory provided by Ambient is found to be defective in material or workmanship during this two year period, Ambient will, at its option, repair or replace the defective part. NOTE: Repair/replace option does not include labor charges incurred during the repair/replace procedure.

#### **HEAT EXCHANGER WARRANTIES**

Ambient warrants to the original owner that the heat exchanger of its boilers will remain free from defects in material and workmanship under normal usage for twenty years from the date of installation. This warranty applies to the original owner at the original place of installation. If a warranty claim is made during this time, Ambient will, at its option, repair or replace the heat exchanger. NOTE: Repair/replace option does not include labor charges incurred during the repair/replace procedure.

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 shown in the Ambient Products Repair Parts Pricing where the heat exchanger last appeared or the current retail price of the then nearest equivalent heat exchanger.

### ADDITIONAL TERMS AND CONDITIONS

- 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
  to boilers, parts, or accessories provided by Ambient and installed in a single or two-family
  residential applications with boiler ratings of 299 MBH and lower.
- Components Manufactured by Others: Upon expiration of the one year limited warranty on residential grade boilers, all boiler components manufactured by others but furnished by Ambient will be subject only to the manufacturer's warranty, if any.
- Proper Installation: The warranties extended by Ambient are conditioned upon the installation of the boiler, parts, and accessories in strict compliance with Ambient installation instructions. Ambient specifically disclaims liability of any kind caused by or relating to improper installation.
- 4. Proper Use and Maintenance: The warranties extended by Ambient conditioned upon the use of the boiler, parts, and accessories for its intended purposes and its maintenance accordance with Ambient 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 boiler 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 Ambient.
  - Components that are part of the heating system but were not furnished by Ambient as part of the boiler.
  - c. Improper 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 boiler, or as imposing on Ambient's liability of any nature for unsatisfactory performance as a result of faulty workmanship in the installation, which liability is expressly disclaimed.
  - 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.
- g. Any damage or failure of the boiler resulting from hard water or scale buildup in the heat exchanger.
- Any damage caused by additives or contamination that may cause corrosion and/or clogging of the heat exchanger.
- 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.
- Any damage caused by water side clogging due to dirty systems or corrosion products from the system.
- k. Any damage resulting from natural disaster.
- I. Damage or malfunction due to the lack of required maintenance outlined in the Installation and Operating Manual furnished with the unit.
- Exclusive Remedy: Ambient's obligation for any breach of these warranties is limited to the repair or replacement of its parts in accordance with the terms and conditions of these warranties
- 7. Limitation of Damages: Under no circumstances shall Ambient be liable for incidental, indirect, special or consequential damages of any kind whatsoever under these warranties, including, but not limited to, injury or damage to persons or property and damages for loss of use, inconvenience or loss of time. Ambient liability under these warranties shall under no circumstances exceed the purchase price paid by the owner for the residential grade boiler involved. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Limitation of Warranties: These warranties set forth the entire obligation of Ambient with respect to any defect in a boiler, parts, or accessories and Ambient shall have no express obligations, responsibilities or liabilities of any kind whatsoever other than those set forth herein. These warranties are given in lieu of all other express warranties.

ALL APPLICABLE IMPLIED WARRANTIES, IF ANY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED IN DURATION TO A PERIOD OF ONE YEAR EXCEPT THAT IMPLIED WARRANTIES, IF ANY, APPLICABLE TO THE HEAT EXCHANGER IN A RESIDENTIAL GRADE BOILER SHALL EXTEND TO THE ORIGINAL OWNER FOR THE TIME SPECIFIED IN THE HEAT EXCHANGER SECTION SHOWN ABOVE AT THE ORIGINAL PLACE OF INSTALLATION. SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### PROCEDURE FOR OBTAINING WARRANTY SERVICE

In order to assure prompt warranty service, the owner is requested to register their product online at www.ambientboiler.com within ten days after the installation of the boiler, although failure to comply with this request will not void the owner's rights under these warranties. Upon discovery of a condition believed to be related to a defect in material or workmanship covered by these warranties, the owner should notify the installer, who will in turn notify the distributor. If this action is not possible or does not produce a prompt response, the owner should write to Ambient, Attn: Customer Service, P.O. Box 3272, Lancaster, PA 17604-3272, giving full particulars in support of the claim. The owner is required to make available for inspection by Ambient or its representative the parts claimed to be defective and, if requested by Ambient to ship these parts prepaid to Ambient at the above address for inspection or repair. In addition, the owner agrees to make all reasonable efforts to settle any disagreement arising in connection with a claim before resorting to legal remedies in the courts.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

