

BENCHMARK NX LIMITED WARRANTY

The following warranty applies to all Benchmark NX boilers with Edge Controls sold by AERCO International, Inc. This document supersedes the warranty page in all Benchmark NX Operation and Maintenance Manuals (OMMs).

THERMAL SHOCK WARRANTY

The Benchmark NX pressure vessel is warranted against failure due to Thermal Shock for a period of ten (10) years from the date of shipment provided the boiler is installed, controlled, operated and maintained in accordance with the Operation and Maintenance Manual. This warranty does not cover damage due to corrosion, scaling, sooting and/or improper installation, operation and maintenance. Thermal Shock is defined as a pressure vessel failure determined, by AERCO International, to be caused by uneven expansion of the materials of construction during a single, rapidly applied thermal load.

PRESSURE VESSEL/HEAT EXCHANGER

The pressure vessel/heat exchanger shall carry a ten (10) year non-prorated limited warranty from the date of shipment against any condensate corrosion, thermal stress failure, mechanical defects or workmanship:

Operation of the boiler using contaminated air will void the warranty. The pressure vessel/heat exchanger shall not be warranted from failure due to scaling, liming, corrosion, or erosion due to water or installation conditions. AERCO will repair, rebuild or exchange, at its option the pressure vessel/heat exchanger.

EDGE CONTROL PANEL: 2 YEARS FROM SHIPMENT

AERCO labeled control panels are conditionally warranted against failure for (2) two years from shipment.

OTHER COMPONENTS: 2 YEARS FROM SHIPMENT

All other components, with the exception of the igniter and flame detector, are conditionally warranted against any failure for two (2) years from shipment.

The warranty set forth herein is in lieu of and not in addition to any other express or implied warranties in any documents, or under any law. No salesman or other representative of **AERCO** has any authority to expand warranties beyond the face of this warranty and purchaser shall not rely on any statement except as stated in this warranty. **AERCO MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES.**

AERCO disclaims all responsibility for any special, incidental or consequential damages. Any claim relating to the product must be filed with AERCO not later than 14 days after the event-giving rise to such claim. Any claims relating to this product shall be limited to the sale price of the product at the time of sale. The sale of the product is specifically conditioned upon acceptance of these terms.

CONDITIONS OF WARRANTY:

Under no circumstances will AERCO pay for, or be responsible for, overtime pay (nights, weekends, or holidays) for the owner's convenience or desires. Labor cost covered by this warranty is limited to installations with normal access to the equipment. All additional cost resulting from uncommonly restrictive ingress or egress requiring intricate rigging and/or unusual building or machinery alterations will be the owner's responsibility.

Should an **AERCO** gas-fired (natural gas, propane, or natural gas/propane dual fuel) boiler fail for any of the above reasons within the specified time period from the date of original shipment(s), **AERCO** shall at its option modify, repair or exchange the defective item. **AERCO** shall have the option of having the item returned, FOB its factory, or to make field replacements at the point of installation. AERCO shall be entitled to inspect the

product prior to repair or replacement. **In no event shall AERCO be held liable for replacement labor charges (except as provided under the First Year Limited Service Policy below)** or for freight or handling charges.

AERCO shall accept no responsibility if such item has been improperly installed, operated, or maintained – as defined in the applicable **AERCO** O&M manual, or if the buyer has permitted any unauthorized modification, adjustment, and/or repairs to the item. The use of replacement parts not manufactured or sold by **AERCO** will void any warranty, express or limited.

AERCO shall accept no responsibility if such item has been damaged due to contaminated combustion air containing but not limited to sheetrock particles, plaster board particles, dirt, dust, lint, and corrosive chemicals such as chlorine gas, halogenated hydrocarbons, and Freon.

In order to process a warranty claim a formal purchase order number is required prior to shipment of any warranty item. In addition, the returned item must include a Returned Goods Authorization (RGA) label, attached to the shipping carton, which identifies the item's return address, register number and factory authorized RGA number.

Warranty coverage for all components and equipment mentioned this warranty are not valid unless the boiler is started up by a factory certified SST (Service, Start-Up and Troubleshooting) Technician and an **AERCO** start-up sheet is completed.

This warranty coverage is only applicable within the United States, Canada and Mexico. All other geographical areas carry a limited warranty of 18 months from date of shipment or 12 months from startup, whichever comes first.

FIRST-YEAR LIMITED SERVICE POLICY

Applicable to United States and Canadian installations only

For one year from the start of this service policy, AERCO will, if the heat exchanger or a component part fails due to a defect in material or workmanship, replace or repair the defective component and return the product to operating condition.

Conditions and Exceptions (all installations):

1. All general conditions, as stipulated in the Limited Warranty, will apply to this one-year cost-free service policy.
2. The installation must be accessible for service, must comply with all applicable federal, state, and local regulations, and must be in accordance with AERCO's installation and maintenance manual.
3. Normal maintenance and repair will be the responsibility of the owner.
4. This policy is valid during the first installation only.

Conditions and Exceptions (Alaska, Hawaii and Canadian installations):

1. Labor cost covered by this service policy is limited to installations with normal access to the equipment, and travel distance not to exceed 150 miles from the nearest factory authorized service agency.

The First Year Limited Service Policy is effective as of the date of shipment.