General Information



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Warranty

LIMITED PRODUCT WARRANTY

Products manufactured by Thermal Corporation, Inc. ("Thermal") are warranted to be free from defects in material and workmanship under normal use and maintenance for a period of three hundred sixty-five (365) days from the date of original shipment by Thermal. THIS WARRANTY IS VOID IF THE PRODUCT SERIAL IDENTIFICATION TAG IS REMOVED OR DEFACED TO A POINT WHERE THE UNIT CANNOT BE IDENTIFIED. Thermal warrants only that it will furnish replacement material, or at its option, repair any product of its manufacture that is proven to Thermal's satisfaction to be defective in material or workmanship during this described warranty period. Thermal reserves the right in any case to fully satisfy its obligations and liability under this warranty by refunding the price paid for the defective good. To determine defects, Thermal may require material claimed defective to be returned to the Thermal factory that originally shipped with the product. A "Return/Credit Authorization Form" (RMA) must be obtained from Thermal Customer Service prior to the return of goods to origination point. If any defects are determined by Thermal to exist, freight charges relative to replacement material will be paid by Thermal. Products not manufactured by Thermal will be warranted by Thermal only to the extent that they are warranted to Thermal by their manufacturer/supplier. Electric motor warranties and claims are administered by the motor manufacturer only.

THERMAL SHALL HAVE NO RESPONSIBILITY FOR:

- (i) the operation or performance of any products in any manner other than that which the product is usually tested and applied under industry standards;
- (ii) for any damage or repairs to a product necessitated by abuse, misapplication, unauthorized repairs, abrasion, erosion, corrosion, or the like due to abnormal temperatures, or the influence of foreign matter;
- (iii) for the design or operation of any system of which any product may be made a part, or for the suitability of any product for any particular application;
- (iv) damages or repairs as a result of improper servicing, unauthorized alteration, faulty installation, failure to perform routine maintenance or improper operation;
- (v) damage or repairs as a result of flood, wind, fire, lightning, earthquake, snow, ice or other events or conditions beyond the control of Thermal; or
- (vi) damages or repairs as a result of voltage conditions, blown fuses, open circuit breakers or the inadequacy or interruption of electrical service.

Thermal shall have no liability under this warranty until the products are paid for in full. No warranty is included against property damage, personal, or physical injury to any person or persons resulting from handling the product or as a result of improper installation.

IN NO EVENT SHALL THERMAL BE LIABLE FOR

- (i) any cost or expense, including, without limitation, labor expenses, in connection with removal or replacement of alleged defective equipment or any part or portion thereof;
- (ii) special exemplary, incidental or consequential damages, lost profits or lost sales of any kind, including, without limitation, due to delays; or
- (iii) under any circumstances for any damage beyond the price of the goods sold.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, IN FACT OR IN LAW (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). Purchaser's acceptance of product shall confirm the purchaser's review and agreement to be bound by this warranty solely. No other written or oral warranty of the product shall be enforceable by the purchaser. Correction of non-conformities, whether patent or latent, in the manner and within the period of time provided above, shall constitute fulfillment of all liabilities of Thermal whether based on contract, tort, strict liability or other legal theory with respect to Thermal products. Thermal neither assumes, nor does it authorize any other person to assume on its behalf, any other liability in connection with the sale of its products. No guarantees, express or implied, other than herein stated or issued in writing by an authorized employee of Thermal shall for any purpose be binding upon Thermal. If any clause or provision of this warranty is illegal, invalid or unenforceable under present or future laws affected during the term of this warranty, then, in that event, the remainder of this warranty shall not be affected thereby.

WARRANTY PROCEDURES:

- Contact the factory immediately at the first indication of a potential warranty claim. Many false warranty claims are due to misunderstandings and improper handling, installation and operation of equipment. These can often be quickly resolved by exchanging information with the factory.
- Thermal's liability is strictly limited as described by the Warranty above and procedures set forth hereafter shall not waive any rights or responsibilities under such Warranty.
- 3. Under certain circumstances, and at Thermal's sole discretion, Thermal may agree to pay reasonable costs to remedy genuine defects which, in Thermal's opinion are due solely to errors or negligence of Thermal. Under these circumstances, Thermal reserves the right to perform remedial work with its own forces or to authorize the sales representative, customer, or a third party to perform the work.
- 4. To apply for factory authorization for work by others, sales representative shall promptly provide written claim notification to Thermal. Such notification shall include:
 - A description of the defect, together with supporting data or photographs as necessary.
 - b. Nature of and schedule for proposed repairs.
 - c. Name of firm or individual proposed to perform the repairs.
 - d. Complete estimate of repair costs.
- 5. Thermal will promptly review and respond to the claim notification.
- In the event that Thermal agrees to authorize repairs to be performed by others, Thermal will issue a written work order. Work shall not be performed without a written work order from Thermal.
- 7. Thermal will not accept liability, charges or back charges for any work whatsoever without proper written notification to Thermal and a written work order issued by Thermal authorizing the work.

THERMAL CORPORATION's warranty is subject to change without notice.



Standard Terms and Conditions of Sales

Sales by Thermal Corporation, Inc. ("Thermal") are subject to the following terms and conditions. No terms or conditions appearing in Buyer's purchase orders that are contrary to the following terms and conditions shall be binding on Thermal unless specifically agreed to in writing.

QUOTATIONS AND PROPOSALS ACCEPTANCE OF ORDERS

Prices stated verbally, or on any quotation forms, or price list are subject to change without notice and are not binding on Thermal unless the prices are confirmed by Thermal's ORDER ACKNOWLEDGEMENT issued in response to a customer's firm order for the products covered there under. All orders are subject to acceptance and approval, by authorized personnel of Thermal and Thermal will not be bound by any order not accepted, in writing, by such personnel. All price lists, quotations, proposals, acceptances of orders and sales of Thermal products are conditional upon and subject to these STANDARD TERMS AND CONDITIONS OF SALE, WHICH SHALL BE PART OF ALL CONTRACTS FOR THE SALE OF THERMAL PRODUCTS.

These STANDARD TERMS AND CONDITIONS OF SALE, together with the terms and product description on the face of Thermal's QUOTATION **FORM** and ACKNOWLEDGEMENT shall take precedence over the product description, terms and the conditions set forth in Buyer's order form. Thermal will rely upon Buyer's silence after receipt of Thermal's ORDER ACKNOWLEDGEMENT as acceptance of the terms, conditions and product description contained therein and fabrication and shipment of materials will be made in accordance therewith, unless this notice of objection to them is given, in writing, to Thermal within ten days Buver's receipt of Thermal's ORDER ACKNOWLEDGEMENT. The ORDER ACKNOWLEDGEMENT shall constitute the final and complete agreement between Buyer and Thermal and all prior and contemporaneous representations, agreements and negotiations will be merged therein. Any modifications, alterations, additions or cancellations thereto are not binding of Thermal unless accepted in writing by Thermal.

PROPOSALS & PRICE QUOTATIONS

Proposed prices are valid for 45 days from the date of quotation. Thereafter, any purchase based on that quotation may necessitate an escalation in price. Thermal will notify Buyer of any price change prior to the acceptance of the order. All quotations are contingent upon availability of materials. Typographical errors are subject to correction. The quoted price does not include any applicable taxes. Any quotation from Thermal to Buyer will be an invitation for an offer from Buyer upon the terms and conditions as stated. Such offer will be accepted only if it is in accordance with these terms and conditions. Buyer is responsible for accurate material take-off and interpretation of project specifications. Thermal acceptance of Buyers order as evidenced by Thermal order ACKNOWLEDGEMENT is expressly made conditional on Buyers agreement to all of the terms and conditions stated and Thermal agrees to furnish the products ordered by Buyer only upon these terms and conditions.

TAXES

Federal, state or municipal taxes (except income taxes) now or hereafter imposed with respect to all sales and/or the production manufacture, sale, delivery, use, transportation or proceeds, of the ordered products specified against such sales will be the Buyer's account and if paid or required to be paid, by Thermal, the amount thereof will be added to and become a part of the price payable by the Buyer.

PRODUCT DESCRIPTION & SUBMITTALS

Notwithstanding any provisions to the contrary contained in Buyer's order form or in any plans and specifications referred to therein, Buyer's return to Thermal of any "Approval of Submittal Data," (as hereinafter defined) shall constitute Buyer's specification of the ordered products and agreement to accept promptly after delivery, all products furnished by Thermal conforming to the submittal data so approved. Notwithstanding any modifications, limitations, conditions or exceptions contained in any form of approval including, but not limited, to a signature, approval stamp or a transmittal form, which is affixed or attached by the Buyer, a higher-tier contractor, the owner of the premises concerned or the representatives of any of those, to any document or form referring to or containing data prepared by Thermal, such form of approval shall constitute an "Approval of Submittal Data" within the meaning hereof. If any modifications, limitations, conditions or exceptions contained in such "Approval of Submittal Data" refer to specific changes desired in the products covered by the submittal data, then Thermal shall be obligated to comply therewith or to notify the Buyer, that it will not furnish the products described therein, in which latter case, all obligations of the Buyer and Thermal under any contract for the furnishing of the products covered by such submittal data shall be canceled. In no event will Thermal be obligated to comply with modifications, limitations, conditions or exceptions in the "Approval of Submittals" which refer to plans, specifications or other documents not expressly referred to on the face of Thermal's ORDER ACKNOWLEDGEMENT. In the event that the Buyer requires Submittal Data and releases the ordered products for fabrication or for shipment prior to receipt by Thermal of an

"Approval of Submittal Data," such release shall constitute Buyer's agreement to accept promptly after delivery, the products furnished in accordance with the submittal data last submitted to the Buyer or, if none has been submitted, in accordance with the description on the face of Thermal's ORDER ACKNOWLEDGEMENT.

In the event that Buyer does not require on the face of its order form that submittal data be approved prior to fabrication of the ordered products, the Buyer agrees to accept promptly after delivery, the products furnished in accordance with the product description on the face of Thermal's ORDER ACKNOWLEDGEMENT or in accordance with the submittal data last furnished by Thermal (if any submittal data is furnished without Buyer's request).

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Standard Terms and Conditions of Sales

AUTHORITY OF SALES REPRESENTATIVES

Thermal's sales representatives or agents have no authority to make any agreements, contracts, or understandings, or to incur any obligations, or liability on behalf of Thermal. Orders and contracts taken by salesmen or agent are subject to approval by Thermal.

TERMS

The terms, which apply to Buyer's order, are specified on the face of Thermal's ORDER ACKNOWLEDGEMENT. Buver agrees to make prompt payment of all Invoices presented on. or after, the DATE WANTED as specified on the face of Thermal's ORDER ACKNOWLEDGEMENT; whether the invoices, so presented, comprise the entire order or only part of such order. Credit terms herein extended are subject to revocation, to change, or to withdrawal by Thermal, at any time upon notice to Buyer in writing and Thermal reserves the right to demand guarantees security or payment prior to commencement of Thermal's performance. Buyer's failure to pay for any deliveries when due, shall excuse Seller from making further deliveries on this order or on any other order. Credit terms for one order establish no precedent in respect to any subsequent orders. The Buyer, any higher-tier contractor, or the owner or property to which the products described herein may become affixed, will not be released from liens or claims of any kind, unless and until such products have been fully paid.

CREDIT APPROVAL:

All orders require credit approval prior to acceptance. Any order containing terms of payment, that have not been specifically agreed to in writing prior to receipt, will not be accepted pending clarification of terms and receipt of documents confirming mutually agreed upon terms.

Thermal reserves the right to place orders on credit hold if Buyer's account is past due. When an order is placed on hold, all work on that order is stopped, therefore previously quoted ship dates are no longer valid. Order will be rescheduled after account is brought back within terms.

PAYMENT FOR DOMESTIC SALES:

Thermal terms are Net 30 days from date of shipment.

All invoices, even if disputed, are due and payable on the above terms. Disputed invoice amounts, if legitimate, will be credited accordingly.

Past due accounts are subject to a finance charge of 1.5% per month, calculated monthly.

PAYMENT FOR FOREIGN SALES:

Payment should be made in favor of Thermal Corporation, Inc., by an acceptable confirmed irrevocable Letter of Credit, payable at sight; confirmed by a major commercial bank acceptable to Thermal. Your instructions to the opening bank should include "Wire Payee Upon Receipt" and "Partial Shipment Allowed." Documentary requirements of the Letter of Credit should allow Thermal to draw upon it with the presentation of an inland Bill of Lading and commercial invoices. Expirations should be dated at least 45 days beyond

the expected ex-factory completion date, to allow for document preparation, inland transit time and adequate mailing time to negotiate the Letter of Credit.

PATENTS

If products or parts produced to the specifications of the Buyer, or to the design furnished by him, infringe, or are claimed to infringe, any U. S. or foreign patents under which claims are made against either Thermal or the Buyer, the Buyer assumes full responsibility for everything done by Thermal in producing such products or parts and agrees to indemnify Thermal and to hold Thermal free of any and all losses, including the expenditures made or incurred for judgments, settlements, attorney's fees, litigation, negotiations and any and all losses and disbursements directly or indirectly resulting therefrom.

SPECIFICATIONS

In cases of ambiguity in the specifications, drawings, designs or other requirements of an order, Thermal's interpretation of any such requirements shall be final.

TITLE, DELIVERY AND RISK OR LOSS

Delivery of products to Buyer will take place upon delivery to a carrier, consigned to Buyer or upon delivery directly to Buyer, whichever occurs first. Title and risk of loss arising from any cause pass to the Buyer upon delivery provided that Thermal shall retain a security interest in all products delivered to Buyer, until such products are paid for in full.

DELIVERIES

All domestic shipments are made F.O.B. factory, at point of manufacture either prepaid and add or full freight allowed (depending upon prior contractual agreement). Delivery to the initial carrier constitutes delivery and passage of it le to Buyer. Incident to the passage of title, Buyer assumes all responsibilities of ownership, including but not limited to control, risk of loss or damage; regardless of the time or method of shipping, the form of the shipping documents, the consignee, the method of insuring or the terms or method of payment.

Freight allowances, (where applicable) are limited to shipments via common carrier to a single destination only. Shipment by air or other means negates any freight allowance. Split shipments of less than the specified minimum quantity, unless at the discretion of Thermal, do not qualify for freight allowances.

On all common carrier shipments (collect, prepaid and add or freight allowed), Thermal reserves the right to select the carrier

Delivery charges (where applicable) will be billed back at actual freight costs plus administrative fees. Domestic packing for normal consignments is included in the price. Special packaging or handling will be charged separately.

Times of delivery are estimated but are not guaranteed. If the Buyer has required that an authorization to ship or approval of Submittal Data (defined herein) must be obtained from the Buyer prior to fabrication or delivery, all estimates of delivery are conditional upon receipt by Thermal of such required

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Standard Terms and Conditions of Sales

authorization or required Approval within ten days of the date of Thermal's order ACKNOWLEDGEMENT, or, if the Buyer has required that a release be obtained prior to fabrication within ten days of Thermal's receipt of such release. In any event Buyer agrees that Thermal may deliver at any reasonable time before or after, the DATE WANTED as specified on the face of Thermal's ORDER ACKNOWLEDGEMENT.

Deliveries of goods are contingent upon any cause beyond the reasonable control of Thermal including but not limited to strikes, fires, floods, wars, accidents, delays of carriers, shortages of supplies or materials, delays or default of a supplier or a contractor, government regulation, disruption due to failure of production facilities and disruption due to failure of transportation facilities. In the event of any delay in performance of delivery due to any cause beyond the reasonable control of Thermal, Buyer agrees to accept delivery at such time as delivery can be effected or, if the delay is unreasonable, to compensate Thermal for all costs of production, including but not limited to costs of materials, labor and overhead, incurred up to the time Thermal receives written notice of Buyer's desire to have production of the order stopped. Unless the Buyer specifies otherwise, delivery of products may be made by the carrier selected by Thermal by either a single delivery or delivery in lots.

DAMAGES CLAIMS

All claims of damaged goods must be file directly with the carrier by the Buyer.

DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

In no event will Thermal be liable for incidental or consequential damage of any kind resulting from the order of, or use of, Thermal's products, whether arising from breach of warranty, nonconformity to ordered specifications, delay in delivery (regardless of whether or not the cause of such delay is beyond the control of Thermal), or any loss sustained by the Buyer.

RESALE AND RESHIPMENTS

Buyer agrees that products purchased will not be reshipped or resold to any persons or places prohibited by the laws governing Thermal.

CANCELLATION-INSPECTION-REJECTION

Orders for material or equipment are not cancelable either in whole, or part, nor is material returnable for credit. Thermal will replace any material or equipment not conforming to the product description of Thermal's ORDER ACKNOWLEDGEMENT only if the Buyer notifies Thermal, at the address on the face of Thermal's ORDER ACKNOWLEDGEMENT, of the particular detail of the non

conformance or defect of such material or equipment, by written or telegraphic notice, either before or immediately upon delivery and only if such non conforming material or equipment is returned, sold, or otherwise disposed of in accordance with instructions of Thermal. Buyer agrees to inspect all of the ordered material, or equipment either before or upon delivery and waives all his rights to reject or refuse to accept, any non conforming material or equipment unless notice is given to Thermal in the aforesaid time and manner. Buyer may inspect the ordered material at Thermal's plant in an area designated by Thermal. Buyer agrees that the right of rejection of non conforming material or equipment, as limited herein and the right to replacement by Thermal with material or equipment conforming to the ordered specifications, are exclusive of all the other remedies provided by law. Written authorization must be issued by Thermal before any material is returned to its plant.

RETURN OF MATERIAL

Material or products may not be returned, without prior authorization from the Thermal plant where order originated. Contact Customer Service at plant of origin stating the reason for the request to return. If acceptable, customer will be issued a numbered "Return/Credit Authorization Form". Material must be returned freight prepaid unless authorized otherwise. A minimum 35% net restocking charge will be applied on authorized returns.

INSTALLATION, REPLACEMENT AND REPAIRS

Under no circumstances will Thermal make or secure installations, replacements or repairs; or be responsible for the costs thereof; or for any damages caused by faulty installation or repair.

FIELD SERVICE

Thermal maintains a field service staff to solve and correct problems with Thermal products in the field. Services available include supervision of product installation and correction of defective workmanship and/or material.

To obtain field service, contact Thermal Customer Service and provide full details of the problem.

If it is determined that Thermal is to visit a job site, a purchase order will be required. Current charges for Thermal field service can be obtained from the Thermal Customer Service department.

GOVERNING LAW

It is agreed that the parties hereto intend that all questions as to validity, interpretation and required performance arising out of this contract is to be governed by the laws of the State of Texas.

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General Start up Guideline

Air Handlers, Rooftops, Energy Recovery and Multi-zones

INTRODUCTION

The purpose of this guideline is to assist our customers in order to achieve a safe start up and maintain dependable and efficient operation of our HVAC equipment for years to come. Our experienced staff at Thermal Corporation will be glad to assist you regarding installation, operation and maintenance, which may not be covered in this brochure.

FOUNDATIONS

Rigid and level foundations are essential for smooth, quiet operation, good performance and low maintenance cost of air handler equipment. Improperly constructed or inadequate foundations may cause vibration and possible misalignment of entire air handling unit. Poured concrete foundations are preferred to those of steel, brick or wood. When suspending units, it is recommended that compression type vibration isolators be used to prevent vibration from being transmitted to the structure. After installation, check unit to make sure it is level so that drain pan and coils will drain properly.

STORAGE

If installation of unit is delayed and storage is made outdoor, cover unit completely with tarpaulins. Bearings should be tightly covered to prevent the entrance of water and dust. Periodically, the unit should be inspected to make sure no corrosion is occurring.

When unit is stored or installed within a building still under construction, the entrance of dirt and construction material into the fans and bearings should be prevented. Bearings should be covered and sealed with tape. If extended storage is expected, coil headers should be plugged or taped to prevent debris from entering. Expansion valves should be tightly secure in place in order to prevent breakage of the distributor lines.

ASSEMBLY / INSTALLATION

IMPORTANT: Unit should be lifted with factory installed lifting lugs only.

Depending on size, unit is shipped "Assembled" or "Splits". All units regardless of how they are shipped have been completely assembled and balanced at factory prior shipping. If the unit is shipped in sections, assemble the unit with fasteners exclusively supplied with equipment. Canvas connections should be provided between unit outlets, inlets and ductwork to reduce vibration and noise. If unit is equipped with water or steam coils, adequate vent and drainage ports must be provided in the piping system to purge air pockets and prevent piping system from freezing while the system is non-operational for extended periods. Zone mixing dampers on multi-zone units should be checked to make sure that all linkages operate properly. Install flexible conduit at the motor location as required to adjust belt tension, if applicable, and when necessary.

INITIAL OPERATION

Prior to starting up unit, all foundation bolts and set screws should be inspected and tightened if necessary. Make certain that the bearings are properly lubricated. Check alignment of shafts, couplings and belts and realign as required. Check that fan wheel is correctly located in fan inlets. In all units the fans should be located centrally in their inlets. Turn fan over by hand, to check that it runs freely, and it does not bind or strike housing at any point. If fan assembly does bind, this may be due to distortion of fan wheel, fan housing, loose fan set screws or uneven bearings installation. Check bearing thrust collars to make sure they have not slipped. Shim bearings if necessary to level shafts. Check connections from unit to duct work, making certain that the fan outlets are not distorted. The ducts should never be supported by the unit.

Apply power momentarily to turn fan and check for correct direction of rotation. Unit may now be placed in operation; however, a close watch

should be kept on fan motor power consumption, vibration, overheating of bearings and motors and other components. On units with multi-speed motors, check initial operation at the lowest speed first and then run at high speed only after slow operation is satisfactory. At the first indication of trouble or undue vibration, shut down unit and re-check components.

MAINTENANCE

To ensure continuous trouble-free operation, a definite time schedule for inspection and lubrication of bearing should be established at the onset. Alignment of bearings should be checked at regular intervals to see that they remain in correct relative positions. Misalignment will cause overheating, excessive wear to seals and premature bearing failure. Periodically, foundation bolts and all fan set screws should be inspected to see that they have not loosened.

Couplings should be checked for alignment from time to time as described in section on **Flexible Couplings**. In cases where solid materials pass through fans, it will be necessary to provide shutdown periods to clean the wheels and interiors of the housings. Even where fans handle air only, considerable dirt will accumulate on the wheels and housing and it is essential to check the fans at frequent intervals, to determine if cleaning is required. Repainting of exterior and interior parts of the units will materially prolong the life of the unit. In selecting paint, choose one that will withstand the temperature and environment of the air the unit handles.

BEARINGS

Thermal Corporation air handler units are equipped with self—aligning ball bearings or "Randall Bronze" self-aligning sleeve bearings. Oil cups on sleeve bearings should be filled at time of installation. Ball bearings are pre-lubricated prior to installation in our units. To extend the life expectancy of bearings under normal operating conditions, a regular checkup schedule is required to inspect the wear and tear of the parts and lubrication needs.

When lubricating ball bearings, add grease slowly until a slight head forms between the seals. Wherever possible re-lubricate ball bearings with the shaft revolving. If the standard grease fittings on the bearings are replaced by another type, an adaptor fitting must be provided.

FLEXIBLE COUPLINGS

When flexible couplings are used to connect the different shafts of the multiple blowers they cannot be considered universal joints. The same care should be taken in aligning flexible couplings as would be taken in aligning rigid couplings. Flexible couplings are provided with hub faces at right angles to the bore and with shoulders concentric to the bore. These surfaces should be used in determining the alignment. Hub faces and shoulders should be aligned by using thickness gauges between the faces and a straight edge to the shoulders. Alignment of hub faces and shoulders should be checked at four points, 90° apart. Care is required for the alignment in order to make sure that any end play in the shafts is always taken up in the same direction.

V-BELT DRIVES

Correct alignment is an important consideration in the case of V-belt drives. Fan and motor shafts should be parallel and the grooves in the motor and fan sheaves should be in-line. Use a straight edge when checking this alignment. Although V-belts should run under slight tension, too much tension will cause rapid wear of the belts and impose an additional load on the bearings. Belts will stretch during the operation of the unit and require readjustment for proper tension. When a worn belt is being replaced, never pry or use force on the new belt onto the sheave's groove. Loosen up motor adjustment bolts and slide motor on its rails enough to permit the belt to slip into position easily. Belts for multiple groove drives should always be replaced in sets to maintain equal tension and wear on the belts.

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Thermal Air Handlers For Thermal Comfort.





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