



ECR international

EST. 1928

A Family of Heating & Cooling Brands.

LIMITED LIFETIME WARRANTY Residential 3-Pass, Cast Iron, Oil-Fired Water Boilers Effective April 7, 2008

Please Note: This limited lifetime warranty ("Limited Warranty") gives you specific legal rights, and you may also have other rights, which vary from state-to-state or province-to-province.

Our Warranty

By this Limited Warranty, ECR International ("ECR") issues limited warranties from the date of original installation of the Residential 3-Pass, Cast Iron, Oil-Fired Water Boiler ("Water Boiler") to the Original Purchaser (as herein defined), subject to the terms and conditions stated below. This Limited Warranty shall apply only to the original installation of the Water Boiler in a single or two-family residential dwelling, used without interruption by the Original Purchaser as his or her residence. "Original Purchaser" means the person that purchased the new Water Boiler directly (a) from the ECR brand dealer; or (b) in the case of a newly constructed home, from the contractor who purchased such new Water Boiler directly from an ECR brand dealer or wholesaler for installation and use in the newly constructed home.

Water Boiler - First Year Limited Warranty

ECR warrants its Water Boiler, to be free from defects in material and workmanship under normal usage for one year from the date of original installation. If any parts are found to be defective in material or workmanship during this one year period, ECR will supply a replacement for the defective part(s).

Heat Exchanger - Second Through Twenty-Fifth Years and Beyond Limited Warranty

ECR warrants that the cast iron heat exchanger ("Heat Exchanger") of its Water Boiler, not including component parts, to be free from defects in material and workmanship under normal usage for the second through the twenty-fifth years and beyond following the date of original installation.

If the Heat Exchanger is found to be defective in material or workmanship during the second through tenth years following the date of original installation, ECR will supply a replacement Heat Exchanger.

If the Heat Exchanger is found to be defective in material or workmanship during the eleventh year and beyond following the date of original installation, ECR will supply a replacement Heat Exchanger upon the Original Purchaser's payment to ECR of a proportionate charge based upon the time the defective Heat Exchanger has been in service. The proportionate charge will be equal to the appropriate percentage of the list price of such Heat Exchanger at the time the warranty claim is made, determined as follows:

11th Year-5%	12th Year-10%	13th Year-15%
14th Year-20%	15th Year-25%	16th Year-30%
17th Year-35%	18th Year-40%	19th Year-45%
20th Year-50%	21st Year-55%	22nd Year-60%
23rd Year-65%	24th Year-70%	25th Year & Beyond-75%

Note: If the Heat Exchanger model 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 ECR brand repair parts booklet where the Heat Exchanger last appeared or the current retail price of the then nearest equivalent Heat Exchanger. If no nearest equivalent Heat Exchanger is available, ECR shall have the option to allow a credit towards the then current selling price of an equivalent new Water Boiler. Such credit shall be based on the Depreciated Replacement Value of the failed Heat Exchanger.

Exceptions to Warranty

This Limited Warranty does not cover:

1. The Heat Exchanger - Second Through Twenty-Fifth Year and Beyond Limited Warranty covers only the Heat Exchanger. The burner, jacket, controls and other equipment furnished by ECR but purchased from other manufacturers shall be limited to their warranties, if any.
2. This Limited Warranty does not cover expenses for removal or reinstallation. The Original Purchaser will be responsible for the cost of removing and reinstalling the defective part or its replacement and all labor and material connected therewith. Replacement material will be invoiced to the distributor in the usual manner and will be subject to adjustment upon proof of defect.
3. This Limited Warranty, in no way, can be considered as a guarantee of workmanship of an installer or repairman connected with the installation or repair of the Water Boiler or as imposing on ECR liability of any nature for unsatisfactory performance as a result of faulty workmanship in the installation or repair of the Water Boiler, which liability is expressly disclaimed.
4. This Limited Warranty will not be applicable if the Water Boiler (i) is used or operated over its rated capacity; (ii) installed for uses other than home heating; (iii) is not maintained in accordance with ECR's recommendation or accepted good practice as determined by industry standards; or (iv) subjected to unauthorized alteration.
5. This Limited Warranty will not be applicable if the Water Boiler has been damaged as a result of being improperly installed, serviced or operated, including without limitation, operated with insufficient water; allowed to freeze: subjected to flood conditions; or operated with water conditions and/or fuels or additions which cause unusual deposits or corrosion in or on the cast iron sections.
6. This Limited Warranty applies only to Water Boilers installed within the United States and Canada.
7. In order for this Limited Warranty to be effective:
(i) The Water Boiler must have been properly installed in a single or two-family residential dwelling. This Limited Warranty does not apply to Water Boilers installed in apartments or to commercial or industrial installations;
(ii) The Water Boiler must have been assembled in strict compliance with installation instructions furnished with the Water Boiler by ECR; and
(iii) The Heat Exchanger must not have been damaged in handling during shipment or installation.

8. ECR shall not be liable for any damages, defaults or delays in performance under this Limited Warranty caused by any contingency beyond its control, including without limitation, a shortage or reduced supply of energy or raw materials, freezing, flood, fire, wind or lightening.
9. ECR is in no way liable for any damages that may result from (i) the failure of external wiring, piping, or other attachments and accessory products not integral with the Water Boiler; (ii) installation, service or operation that is not in compliance with all applicable federal, state and provincial laws or regulations; (iii) misapplication or the use of the Water Boiler for purposes other than for which it was designed; or (iv) the use of parts not supplied or designated by ECR.
10. The remedy for breach of this Limited Warranty is expressly limited to the repair or replacement of any part found to be defective under conditions of normal use; and the remedy for breach of the Limited Warranty or for negligence does not extend to liability for incidental, special or consequential damages or loss such as loss of use of the materials, inconvenience or loss of time.
11. The Limited Warranty is in lieu of all others, and any and all express or implied warranties (including, without limitation, any implied warranties of merchantability or fitness for a particular purpose) are expressly limited in duration to the period of the applicable warranty as previously stated herein.

This Limited Warranty does not extend to anyone except the Original Purchaser and only when the Water Boiler is in the original installation.

IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY SHALL BE LIMITED IN DURATION TO THE PERIOD OF THE APPLICABLE WARRANTY AS PREVIOUSLY STATED HEREIN.

ECR EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES.

Please Note: Some states, provinces and territories do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, and as such some of the above limitations and exclusions may not apply to you.

If any provision of this Limited Warranty shall be determined to be illegal, unconscionable or unenforceable, all other terms and provisions hereof shall nevertheless, remain effective and shall be enforced to the fullest extent permitted by law. The warranties made under this Limited Warranty are exclusive and may not be altered, enlarged or changed by any distributor, dealer or other person whatsoever. All work under the terms of this Limited Warranty shall be performed during normal working hours. The Limited Warranty is not applicable outside of the U.S.A. and Canada.

Procedure for Obtaining Warranty Service

For prompt warranty service, notify the installer who, in turn, will notify the ECR brand distributor from whom the Water Boiler was purchased. If this action does not result in warranty service, the Original Purchaser or installer should contact Customer Service for the appropriate brand (see contact information below), giving full particulars in support of the claim. Alleged defective part or parts must be returned through trade channels in accordance with ECR's procedure currently in force for handling returned goods for the purpose of inspection or determining the cause of failure. ECR will furnish the new part(s) to an authorized ECR brand distributor who, in turn, will furnish the part(s) to the heating contractor who installed the Water Boiler.

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