



MAGB/OMAGB & SFM/OSFM Commercial Installation Cast-Iron Water Boiler LIMITED TEN-YEAR WARRANTY

Effective 12/1/2009

THIS WARRANTY GIVES THE ORIGINAL RETAIL CUSTOMER ONLY SPECIFIC LEGAL RIGHTS AND YOU
MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE-TO-STATE

Keep this warranty certificate and the installation manual supplied with your cast iron boiler for future reference.

By this warranty statement ECR International ("ECR") issues limited warranties to the original retail customer, subject to the terms and conditions stated below.

First Year– Limited Warranty for Commercial Cast Iron Water Boilers (Includes Cast Iron Sections and Component Parts).

ECR warrants its Commercial Cast Iron Water Boilers to be free from defects in material and workmanship under normal usage for a period of one (1) year from the date of original installation. In the event that any part of such water boiler is found to be defective in material or workmanship during this one (1) year period, then ECR will repair or replace, at its option, the defective part.

Second through Tenth Year – Limited Warranty for Cast Iron Sections

ECR warrants that the cast iron sections of its Commercial Cast Iron Water Boilers will be free from defects in material and workmanship under normal usage for a period of ten (10) years from the date of original installation. In the event that a cast iron section is found to be defective in material or workmanship during this period, ECR will repair or replace, at its option, the defective cast iron section. *

*Note: If the cast iron section 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 cast iron section last appeared or the current retail price of the nearest equivalent cast iron section.

EXCEPTIONS TO WARRANTY

1) This Limited Warranty does not cover:

(a) Expenses for removal or re-installation of parts.

(b) Damages, defects or failures caused by improper burner adjustments, control settings, care, or routine service or maintenance.

(c) Damages, defects or failures caused by faulty installation, improper service or unauthorized alterations.

(d) Damages, defects or failures caused by installation that is not performed in compliance with applicable federal, state and provincial laws or regulations.

(e) Damages, defects or failures caused by installations of equipment for other purposes than commercial space heating applications.

(f) Damages, defects or failures caused by the use of parts not supplied or designated by ECR.

2) The second through tenth year warranty only covers the cast iron sections. All other component parts furnished by ECR, but purchased from other manufacturers, shall be limited to their warranties, if any.

LIMITATIONS TO WARRANTY

The Limited Warranty cannot be considered as a guarantee of workmanship of an installer connected with the installation of the cast iron boiler, or as imposing a liability of any nature for unsatisfactory performance as a result of faulty workmanship in the installation, which liability is expressly disclaimed.

The furnishing of replacement parts under the terms of this Limited Warranty will apply to the original warranty period and will not serve to extend such period.

ECR shall not be liable for any default or delay in performance under this Limited Warranty, caused by any contingency beyond its control, including without limitation, a shortage or reduced supply of energy, raw material or componentry.

Under no circumstances will ECR be responsible for any other costs associated with rectifying the defective parts, including, without limitation, labor costs involved in diagnostic calls, costs associated with removing, servicing, or replacing defective parts, costs associated with returning the defective part to ECR, or freight and warehousing costs associated with the return of the defective parts.

All implied warranties of merchantability and/or fitness for any particular purpose are limited in duration to the period of this Limited Warranty, and except as set forth herein, neither ECR nor its servants nor agents shall be liable, whether in contract, in tort (including but not limited to negligence) or by reason of breach of statutory duty or otherwise, in respect of defects in or damage to such part, or for any damage or loss of whatsoever kind attributable to such defects or damage or any work done or service or advice rendered in connection therewith, beyond such period.

ECR'S LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE IN LIEU OF ANY CONDITION OR WARRANTY IMPLIED BY LAW AS TO THE QUALITY OF FITNESS FOR A PARTICULAR PURPOSE OR THE WORKMANSHIP OF ANY PART DELIVERED AND EXCEPT AS SET FORTH HEREIN, NEITHER ECR NOR ITS SERVANTS NOR AGENTS SHALL BE LIABLE, WHETHER IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR BY REASON OF BREACH OF STATUTORY DUTY OR OTHERWISE, IN RESPECT OF DEFECTS IN OR DAMAGE TO SUCH PART, OR FOR ANY DAMAGE OR LOSS OF WHATSOEVER KIND ATTRIBUTABLE TO SUCH DEFECTS OR DAMAGE OR ANY WORK DONE OR SERVICE OR ADVICE RENDERED IN CONNECTION THEREWITH.

In no event shall ECR be liable by any reason of any breach of this Limited Warranty or statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit, loss of use, loss of production, loss of contracts or for any financial or economic loss or for any indirect or consequential damage whatsoever. The maximum liability of ECR in connection with the sale of this product shall not in any case exceed the price of the part claimed to be defective.

This written warranty is the complete and exclusive statement of warranty terms.

PLEASE NOTE: Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations and exclusions may not apply to you.

PROCEDURE FOR OBTAINING WARRANTY SERVICE

For prompt warranty service, notify the installer who, in turn, will notify the ECR brand distributor from whom he purchased the boiler. If this action does not result in warranty service, the original retail customer 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 boiler.

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.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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