



## Residential Cast-Aluminum Water Boiler LIMITED FIFTEEN-YEAR WARRANTY

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.

### Our Warranty

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

**First Year** – Limited Warranty for Residential Cast Aluminum Water Boilers (Includes Heat Exchanger and Component Parts).

ECR International, Inc. warrants its residential cast aluminum hot water boilers to be free from defects in material and workmanship under normal usage for a period of one year from the date of original installation. In the event that any part of such hot water boiler is found to be defective in material or workmanship during this one-year period, then ECR International will repair or replace, at its option, the defective part.

**Second through 10<sup>th</sup> Year** – Limited Warranty for the Cast Aluminum Heat Exchanger of Residential Cast Aluminum Water Boilers (Includes Heat Exchanger Only – Not Component Parts).

ECR International warrants that the cast aluminum heat exchanger of its residential water boilers be free from defects in material and workmanship under normal usage for a period of 10 years from the date of original installation. In the event the cast aluminum heat exchanger is found to be defective in material or workmanship during this period, ECR International will repair or replace, at its option, the defective cast aluminum heat exchanger. Labor charges to remove and install repaired or replaced parts are the responsibility of the homeowner.\*

**11<sup>th</sup> through the 15<sup>th</sup> Year** – Limited Warranty for the Cast Aluminum Heat Exchanger of Residential Cast Aluminum Water Boilers (Includes Heat Exchanger Only – Not Component Parts)

ECR International, Inc. warrants the cast aluminum heat exchanger of its residential water boilers are free from defects in material and workmanship for the eleventh year through fifteenth year from the date of installation. If the heat exchanger is found to be defective, ECR will replace the original cast aluminum heat exchanger upon the payment of a proportionate charge based on the time the

boiler 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, and will be determined as follows:

11 <sup>th</sup> yr. – 10%	12 <sup>th</sup> yr. – 20%	13 <sup>th</sup> yr. – 40%
14 <sup>th</sup> yr. – 60%	15 <sup>th</sup> yr. – 80%	

\*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.

### THIS WARRANTY DOES NOT COVER

1. This warranty does not cover expenses for removal or re-installation. The homeowner will be responsible for the cost of removing and re-installing the alleged defective part or its replacement and all labor and material connected herewith, and transportation to and from ECR International, Inc.
2. The second through fifteenth-year warranty covers only the cast aluminum boiler heat exchanger. All other component parts furnished by ECR International, but purchased from other manufacturers, shall be limited to their warranties, if any.
3. Improper burner adjustments, control settings, care, or routine service or maintenance.
4. The warranty cannot be considered as a guarantee of workmanship of an installer connected with the installation of the cast aluminum 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.
5. Installations by other than qualified heating contractors.
6. Installations of equipment for other purposes than residential space heating applications.

(See additional terms on the reverse of this warranty).



### **Limitation of Implied Warranties and Exclusion of Incidental and Consequential Damages**

The exclusive remedy for breach of this 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 this warranty or for negligence does not extend to liability for incidental, special or consequential damages or losses, such as loss for the use of the material, inconvenience or loss of time. The maximum liability of ECR International in connection with the sale of this product shall not in any case exceed the price of the part claimed to be defective, or the price of the boiler if the entire boiler is claimed to be defective. This written warranty is the complete and exclusive statement of warranty terms.

**For all sales not subject to the Magnuson-Moss Warranty Act there are no implied warranties of merchantability and/or fitness for any particular purpose all of which are hereby specifically disclaimed.**

**For all other sales, all implied warranties of merchantability and/or fitness for any particular purpose are limited in duration to the period of this limited warranty.**

ECR INTERNATIONAL, INC. EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL LIABILITY IN TORT AND CONTRACT FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

The Magnuson-Moss Warranty Act applies to “consumer” sales as contrasted with “commercial” sales. A consumer sale is one to a buyer for personal, family or household purposes and not for the purpose of resale.

By “implied warranties” we mean ones the law presumes to have been given by the seller even though they aren’t set out in writing.

“Fitness for a particular purpose” means the seller knows the particular purpose for which the buyer requires the goods, and the buyer relies on the seller’s skill and judgment in making the purchase.

“Merchantable” means that the product is fit for the ordinary purposes for which that kind of product is used.

“Incidental” damages include expenses of inspection, obtaining substitute goods, transportation, etc.

“Consequential” damages include injury to persons or property resulting from a breach of warranty, and any loss from general or particular requirements known to us and which you cannot reasonably prevent.

*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 International brand distributor from whom he purchased the boiler. If this action does not result in warranty service, the homeowner 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 International’s procedure currently in force for handling returned goods for the purpose of inspection or determining the cause of failure. ECR International will furnish the new part(s) to an authorized ECR International brand distributor who, in turn, will furnish the part(s) to the heating contractor who installed the boiler.

ECR International, Inc.

#### **Dunkirk Boilers**

85 Middle Rd.

Dunkirk, New York 14048

Ph: 716/366-5500

Customer Service Fax: 716/366-1209

E-Mail: [info@ecrinternational.com](mailto:info@ecrinternational.com)

Web: [www.dunkirk.com](http://www.dunkirk.com)

ECR International, Inc.

#### **Utica Boilers**

2201 Dwyer Ave. • P.O. Box 4729

Utica, New York 13504-4729

Ph: 315/797-1310

Customer Service Fax: 315/724-9319

E-Mail: [info@ecrinternational.com](mailto:info@ecrinternational.com)

Web: [www.uticaboilers.com](http://www.uticaboilers.com)

ECR International, Ltd.

#### **Olsen - Canada**

6800 Baseline

Wallaceburg, ON N8A 5E5

Ph: 519/627-0791

Customer Service Fax: 519/627-4719

E-Mail: [info@ecrinternational.com](mailto:info@ecrinternational.com)

Web: [www.olsenhvac.com](http://www.olsenhvac.com)