

**Dunkirk Boilers
LIMITED WARRANTY**

Effective 4/15/2016

THIS LIMITED 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 boiler for future reference.

Our Warranty

By this warranty statement ("Limited Warranty"), ECR International, Inc. ("ECR") issues limited warranties from the date of installation of the Boiler to the Original Purchaser (as herein defined), subject to the terms and conditions stated below. As used in this Limited Warranty "Original Purchaser" shall mean, the person that purchased the new 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 Boiler directly from an ECR brand dealer or wholesaler for installation and use in the newly constructed home.

For the purpose of this warranty document the "Primary Heat Exchanger" is defined as and limited to the coated Copper heat exchanger that provides space heating. A "Secondary Heat Exchanger" (available in combi units only) is defined and warranted as a "Component Part." It is the brazed plate heat exchanger that provides potable hot water heating.

CONDENSING WATER BOILER

(Models –DCB, DCC)

RESIDENTIAL 10 YEAR LIMITED WARRANTY

The following ten (10) year limited warranty shall apply to only the original installation of the Condensing Water Boiler in a single or two-family residential dwelling, used without interruption by the Original Purchaser as his or her residence.

First Year – Limited Warranty for Residential Use Condensing Water Boilers (Includes Heat Exchanger and Component Parts)

ECR warrants its Condensing Water Boilers used in residential applications 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 Condensing Water Boiler is found to be defective in material or workmanship during this one-year period, then ECR will repair or replace, at its option, the defective part. Labor charges to remove and install repaired or replaced parts are the responsibility of the Original Purchaser.

Second through Tenth Year – Limited Warranty for the Heat Exchanger of Residential Use Condensing Water Boilers (Includes Heat Exchanger Only - Not Component Parts)

ECR warrants that the stainless steel heat exchanger ("Heat Exchanger") of its Condensing Water Boilers used in residential applications to 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 the Heat Exchanger is found to be defective in material or workmanship during this period, ECR will repair or replace, at its option, the defective Heat Exchanger. Labor charges to remove and install repaired or replaced parts are the responsibility of the Original Purchaser.

CONDENSING WATER BOILER

(Models – DCB, DCC)

COMMERCIAL 8 YEAR LIMITED WARRANTY

The following eight (8) year limited warranty shall apply to only the original installation of the Condensing Water Boiler in a three or more family dwelling or business, used without interruption by the Original Purchaser.

First Year – Limited Warranty for Commercial Use Condensing Water Boilers (Includes Heat Exchanger and Component Parts)

ECR warrants its Condensing Water Boilers used in commercial applications 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 Condensing Water Boiler is found to be defective in material or workmanship during this one-year period, then ECR will repair or replace, at its option, the defective part. Labor charges to remove and install repaired or replaced parts are the responsibility of the Original Purchaser.

Second through Fourth Year – Limited Warranty for the Heat Exchanger of Commercial Use Condensing Water Boilers (Includes Heat Exchanger Only - Not Component Parts)

ECR warrants that the Heat Exchanger of its Condensing Water Boilers used in commercial applications to be free from defects in material and workmanship under normal usage for a period of four (4) years from the date of original installation. In the event the Heat Exchanger is found to be defective in material or workmanship during this period, ECR will repair or replace, at its option, the defective Heat Exchanger. Labor charges to remove and install repaired or replaced parts are the responsibility of the Original Purchaser.

Fifth through Eighth Year – Limited Warranty for the Heat Exchanger of Commercial Use Condensing Water Boilers (Includes Heat Exchanger only – Not Component Parts)

ECR warrants the Heat Exchanger of its Condensing Water Boilers used in commercial applications to be free from defects in material and workmanship for

the fifth year through eighth year from the date of installation. If the Heat Exchanger is found to be defective, ECR will replace the original Heat Exchanger upon the payment of a proportionate charge based on the time the Condensing Water 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:

5 th Year 20%	6 th Year 40%	7 th Year 60%	8 th Year 80%
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Labor charges to remove and install repaired or replaced parts are the responsibility of the Original Purchaser.

Note: If the Heat Exchanger model involved is no longer available due to product obsolescence or redesign, the value used to establish the list 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 boiler. Such credit shall be based on the depreciated replacement value of the failed Heat Exchanger.

LIMITATIONS/EXCLUSIONS

1. Under no circumstances will ECR be responsible for any other costs associated with rectifying the defective part or Product, including, without limitation, costs associated with removing and reinstalling the defective part or Product and/or its replacement part or Product, and all labor and material costs connected therewith, including, without limitation, costs associated with returning the defective part or Product to ECR. Replacement material will be invoiced to the distributor in the usual manner and will be subjected to adjustment upon proof of defect.

2. This Limited Warranty will not be applicable if the Product is (a) used or operated over its rated capacity and/or at a pressure over or under its rated capacity; (b) installed for uses other than home heating; (c) not maintained in accordance with ECR's recommendation or accepted good practice as determined by industry standards; or (d) subjected to unauthorized alteration.

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 Product or as imposing on ECR liability of any nature for unsatisfactory performance as a result of faulty workmanship in the installation or service of the Product, which liability is hereby expressly disclaimed.

4. This Limited Warranty will not be applicable if the Product has been damaged as a result of being improperly installed, serviced or operated, including, without limitation, operated with insufficient water; allowed to freeze or subjected to flood conditions.

5. 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 lightning.

6. ECR shall not be liable for any damages, defaults or delays in performance under this Limited Warranty caused by (a) any contingency beyond its control, including, without limitation, a shortage or reduced supply of energy or raw materials, freezing, flood, fire, wind or lightning; (b) the failure of external wiring, piping, or other attachments and accessory products not integral with the Product; (c) installation, service or operation that is not in compliance with all applicable federal, state and provincial laws or regulations; (d) misapplication or the use of the Product for purposes other than for which it was designed; (e) the use of parts not supplied or designated by ECR; (f) failure to maintain the Product free of water sediments or scale deposits; (g) components of a Product which are not defective, but must be replaced during the warranty period as a result of reasonable wear and tear; (h) failure of a component, control or component part other than a component part manufactured solely by ECR; or (i) potable water with a Ph exceeding 8.0 or below 6.0, and/or chloride concentrations exceeding 80 parts per million (ppm).

7. In order for this Limited Warranty to be effective (i) the Product must have been assembled in strict compliance with installation instructions furnished with the Product by ECR; and (ii) the Product must not have been damaged during shipment and installation.

8. 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.

9. 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, unless otherwise specifically set forth herein, and the remedy for breach of this Limited Warranty, statutory duty or by reason of tort (including, without limitation, negligence) does not extend to liability for incidental, special or

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consequential damages or losses, such as loss for the use of the material, inconvenience or loss of time. The maximum liability of ECR in connection with the sale of the Product shall not in any case exceed the price of the part claimed to be defective, or the price of the Product if the entire Product is claimed to be defective. This Limited Warranty is the complete and exclusive statement of warranty terms in regards to the Product.

10. This Limited Warranty only applies to Products installed in the United States or Canada.

11. 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.

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, so the above limitations and exclusions may not apply to you.

MISCELLANEOUS

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.

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 a distributor, dealer, or other person whatsoever.

PROCEDURE FOR OBTAINING WARRANTY SERVICE

For prompt warranty service, notify the installer who, in turn, will notify the ECR distributor from whom such distributor purchased the Boiler. If this action does not result in warranty service, the Original Purchaser or installer should contact ECR Customer Service (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 distributor who, in turn, will furnish the part(s) to the heating contractor who installed the Boiler.

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