



**Dunkirk MBC Multiple Boiler Control
LIMITED WARRANTY**

Effective for Dunkirk MBC Multiple Boiler Control after June 2019

**THIS LIMITED WARRANTY GIVES THE ORIGINAL PURCHASER ONLY SPECIFIC LEGAL RIGHTS AND YOU
MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE-TO-STATE AND PROVINCE-TO-
PROVINCE**

Keep this warranty certificate and the installation manual supplied with your Product for future reference.

Our Warranty

By this warranty statement (“Limited Warranty”), ECR International, Inc. (“ECR”) issues a limited warranty from the date of installation of the applicable Dunkirk MBC Multiple Boiler Control (“Product”) to the Original Purchaser, subject to the terms and conditions stated below. As used in this Limited Warranty “Original Purchaser” shall mean, the end-user that purchased the new Product directly (a) from the Dunkirk brand dealer; or (b) in the case of a newly constructed home, from the contractor who purchased such new Product directly from a Dunkirk brand dealer or wholesaler for installation and use in the newly constructed home.

**DUNKIRK MBC MULTIPLE BOILER CONTROL
1 YEAR LIMITED WARRANTY**

The following one (1) year limited warranty shall apply to only the Original Purchaser, at original installation site, of the Product used without interruption by the Original Purchaser.

First Year – Limited Warranty for Residential and Commercial Use MBC Multiple Boiler Control (Includes Component Parts)

ECR warrants its Product used in residential or 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 the Product or any part of such Product is found to be defective in material or workmanship during this one-year period, then subject to the following terms of this Limited Warranty ECR will replace the defective part or Product. Labor charges to diagnose, troubleshoot, remove and install replaced parts are the responsibility of the Original Purchaser along with any freight charges.

Note: If the Product or applicable part is no longer available due to obsolescence or redesign, ECR may replace the Product or defective part, as applicable, with an equivalent Product or part. If no equivalent MBC Multiple Boiler Control or applicable part is available, ECR shall have the option to allow a credit towards the purchase of a new Dunkirk MBC Multiple Boiler Control. Such credit shall be based upon the latest net price of the defective Product.

**LIMITATIONS/EXCLUSIONS – APPLIES TO ALL
WARRANTIES**

1. Under no circumstances will ECR be responsible for any other costs associated with rectifying the defective Product or part, including, without limitation, costs associated with

removing and reinstalling the defective part or its replacement part, and all labor and material costs connected therewith, including, without limitation, costs associated with supplying/returning the defective part 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 (i) used or operated over its rated capacity; (ii) installed for uses other than as specified herein; (iii) not maintained in accordance with ECR’s recommendation or accepted good practice as determined by industry standards; or (iv) 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, improper electrical conditions; power failures of any kind, or subjected to flood conditions.

5. In order for this Limited Warranty to be effective (i) the Product must have been installed 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.

6. 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.

7. 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.

8. ECR is in no way liable for any damages that may result from (i) the failure of external wiring, or other attachments and products being controlled by the device; (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 Product for purposes other than

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for which it was designed; or (iv) the use of parts not supplied or designated by ECR.

9. ECR is in no way liable for (i) breakdowns, fluctuations, or interruptions in electrical power.

10. The remedy for breach of this Limited Warranty is expressly limited to the replacement of the Product or any part found to be defective under conditions of normal use. 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 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 this 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. ECR EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL LIABILITY IN TORT AND CONTRACT FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY. **Please Note: Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.**

11. For all sales not subject to the Magnuson-Moss Warranty Act or Provincial consumer protection legislation, as applicable, 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. This Limited Warranty is the complete and exclusive statement of warranty terms. **Please Note: Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.**

12. ECR warranties shall apply to the Original Purchaser at the time of the original installation, used without interruption. Warranties are non-transferable.

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.

“Implied warranties” mean warranties that the law presumes to have been given by the seller even though they are not 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 Dunkirk distributor from whom such installer purchased the Product. 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(s) or Product 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 Product.

ECR International, Inc.

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