

**Dunkirk Boilers
RESIDENTIAL LIMITED
LIFETIME WARRANTY**

Effective Date – March 2021

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 limited warranties from the date of original installation of the applicable Dunkirk H₂O Glass Lined Indirect Water Heater (“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: (i) the new Product directly (a) from the ECR brand dealer; or (b) in the case of a newly constructed home, from the contractor who purchased such new Product directly from an ECR brand dealer or wholesaler for installation and use in the newly constructed home; and (ii) [the applicable Glass Lined Tank Upgrade Kit.

H2O GLASS LINED INDIRECT WATER HEATERS

(Models – DUNKIRK H2O GL SERIES
WITH UPGRADE KIT)

RESIDENTIAL LIMITED LIFETIME WARRANTY

The following limited warranty shall apply to only the Original Purchaser, at original installation site, of the H2O Glass Lined Indirect Water Heater with Upgrade Kit in a single or two- family residential dwelling used without interruption by the Original Purchaser at his or her residence.

Component Parts - First Year through Fifth Year - Limited Warranty for Residential Use H2O Glass Lined Indirect Water Heaters (Includes Component Parts)

ECR warrants its Product used in Residential Applications to be free from defects in material and workmanship under normal usage and service for a period of five (5) years from the date of original installation. In the event that any part of such Product is found to be defective in material or workmanship during this five-year period, then ECR will repair or replace, at its option, the defective part. Labor charges to diagnose, troubleshoot, remove and install repaired or replaced parts are the responsibility of the Original Purchaser along with any freight charges.

Non-Component Parts - Limited Warranty for Residential Use H2O Glass Lined Indirect Water Heaters (Not Component Parts)

ECR warrants that the Tank used in residential applications to be free from defects in material and workmanship under normal usage, from the date of original installation until one (1) replacement Tank has been provided under this Limited Warranty (the “Extended Term”). In the event the Tank is found to be defective in material or workmanship during the

Extended Term, ECR will repair or replace, at its option, the defective Tank. ECR will reimburse you up to \$200 of labor charges to remove and install a replaced Tank. This labor reimbursement applies to replacement of a Tank only, does not apply to costs incurred for troubleshooting or diagnostics, and expires two (2) years after the date of installation. All other labor charges, including those in excess of \$200 to remove and a replaced Tank are the responsibility of the Original Purchaser along with any freight charges.

Note: If the Product involved is no longer available due to obsolescence or redesign, ECR shall have the option to allow a credit towards the purchase of a new Dunkirk H₂O Glass Lined Indirect Water Heater. Such credit shall be based upon the net price of the failed Product.

Note: This Residential Limited Lifetime Warranty is limited to one (1) replacement Tank only during the warranty period. If a replacement Tank is provided, the warranty for the Non-Component Parts will have expired and the remainder of the terms of this Limited Warranty remain applicable and in effect until their expiration as stated in this Limited Warranty.

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

1. Except as expressly provided in this Limited Warranty, under no circumstances will ECR be responsible for any other costs associated with rectifying the defective part, including, without limitation, costs associated with removing and reinstalling the defective 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. The Limited Warranty covers only the Component Parts for the first through the fifth warranted year from date of original installation. All other component parts furnished by ECR, but purchased from other manufacturers, shall be limited to their warranties, if any.
3. 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 for residential use, as specified by the applicable warranty; (iii) not maintained in accordance with ECR’s enhanced maintenance schedule; or (iv) subjected to unauthorized alteration.
4. 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

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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.

5. 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, allowed to freeze; improper water conditions or subjected to flood conditions.

6. 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; (ii) the Product must not have been damaged during shipment and installation; and (iii) the Product must have been maintained in strict compliance with the installation, operation and maintenance instructions and schedules furnished with the Product and Upgrade Kit by ECR.

7. 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.

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 lightning.

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 Product; (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 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 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 FOR BREACH OF ANY EXPRESS OR IMPLIED 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.

By “implied warranties” we mean ones 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

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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 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) 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./Dunkirk Boilers

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