



TWENTY (20) YEAR LIMITED WARRANTY Argo Electric Boiler

Please Note: This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Twenty (20) Year Limited Warranty – Residential

Applications

Subject to the Exceptions and Limitations contained in this Limited Warranty, ECR International, Inc. USA and ECR International Ltd. – Olsen Division - Canada both herein referred to as “ECR” warrants from the date of original installation to the Original Purchaser (as hereinafter defined). This Limited Warranty shall apply only to the original installation of the Electric Boiler in a single-family dwelling unit, used without interruption by the Original Purchaser at his or her residence.

One (1) Year Limited Parts Warranty

ECR warrants that the Electric Boiler will be free from defects in materials and workmanship under normal usage for a period of one (1) year from date of original installation. If any parts are found to be defective in manufacture, ECR will, at its option, repair or replace the defective parts.

Second Through Twentieth Years – Heat Exchanger Limited Warranty

Should a leak develop (in the Heat Exchanger, not to heating elements inserted therein) within this Limited Warranty period due to defective materials or workmanship and such leak having been verified by an authorized ECR representative, ECR will furnish a replacement heat exchanger or the nearest comparable heat exchanger available at the time of replacement.

Limited Warranty – Multi-Family Dwelling/Commercial

Applications

One (1) Year Limited Parts Warranty

ECR warrants that the Electric Boiler will be free from defects in materials and workmanship under normal usage for a period of one (1) year from date of original installation. If any parts are found to be defective in manufacture, ECR will, at its option, repair or replace the defective parts.

Second Through Tenth Years – Heat Exchanger Limited Warranty

When used in multi-family dwelling applications or commercial applications, provided individual Electric Boilers are provided for each individual dwelling or commercial unit, ECR warrants from the date of original installation to the Original Purchaser, that the heat exchanger will be free from defects in materials and workmanship for a period of ten (10) years without interruption by the Original Purchaser.

Should a leak develop (in the Heat Exchanger, not to heating elements inserted therein) within this Limited Warranty period due to defective materials or workmanship and such leak having been verified by an authorized ECR representative, ECR will furnish a replacement heat exchanger or the nearest comparable heat exchanger available at the time of replacement.

Proof of Ownership

Where “Proof of Original Ownership” cannot be provided, the Heat Exchanger Limited Warranty will be limited to two (2) years from the date of manufacture for both Residential and Multi-Family/Commercial Applications.

Exceptions to Warranty

This warranty does not cover:

1. Any water damage arising directly or indirectly from any defect in the electric boiler or component part(s) or from the use thereof;
2. Damages, defects or failures caused by faulty installation, excessive pressure or leaks at water connections, any other similar cause or failure to comply with the specifications and recommendations of ECR set out in the installation manual or generally accepted plumbing practices;
3. Damages, defects or failures caused by improper installation or servicing of the unit;
4. Damages, defects or failures caused by installation that is not performed in compliance with all applicable federal, state and provincial laws or regulations;
5. Damages, defects or failures resulting from misapplication or the use of the unit for purposes other than for which it was designed;
6. Damages, defects or failures resulting from negligent or unreasonable operation and/or abuse of the unit and its' components including but not limited to, operation beyond rated capacity;
7. Damages, defects or failures resulting from improper servicing or unauthorized alterations;
8. Damages, defects or failures caused by the use of parts not supplied or designated by ECR;
9. Damages, defects or failures caused by accidents or any malfunction resulting from freezing, flood, fire, wind or lightning; failure due to water sediment or scale deposits or damages resulting from the inadequacy or interruption of electrical services;
10. Damages or defects that affect the physical appearance of the unit but do not affect the operational characteristics of the unit;
11. Shipping, labor or related material charges; or
12. Equipment whose serial number cannot readily be determined.

Limitations on Warranty

THIS WARRANTY IS CONSIDERED VOID UNLESS DURING INSTALLATION COPPER WIRE IS USED ON THE POWER MAINS.

Under no circumstances will ECR be responsible for any other costs associated with rectifying the defective part, 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 part.

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.

Except for when used in commercial applications, 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 or its servants or 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.

WHEN USED IN COMMERCIAL APPLICATIONS, 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.

This Limited Warranty in no way can be considered as a guarantee of workmanship of an installer connected with the installation of the Electric Boiler or as imposing on ECR any liability of any nature for unsatisfactory performance as a result of faulty workmanship in the installation which liability is expressly denied.

ECR is in no way liable for any damages that may result from the failure of external wiring, piping or other attachments and accessory products not integral with the product.

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.

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, and as such some of the above limitations and exclusions may not apply to you.

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.

Procedure for Obtaining Warranty Service

For prompt warranty service, notify the installer who, in turn, will notify the ECR brand distributor from whom the unit was purchased. 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'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 unit.

ECR International, Inc.

Argo

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Wallaceburg, ON N8A 5E5

Ph: 519/627-0791

Customer Service Fax: 519/627-4719

E-Mail: info@ecrinternational.com

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Defined Terms

In this limited warranty (the "Limited Warranty"), the following words and phrases shall have meanings set out below:

"ECR" means ECR International, Inc. – USA and ECR International LTD. – Olsen Division, Canada.

"Original Purchaser" means the person that purchased the new Electric Boiler directly (a) from an ECR brand dealer; or (b) in the case of a newly constructed home, from the contractor who purchased such Electric Boiler directly from an ECR brand dealer or wholesaler for installation and use in the newly constructed home.

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