



LIMITED WARRANTY

Gas, Oil & Electric Furnaces and Air Conditioning A-Coils

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

Limited Replacement Warranty

High Efficiency (95% AFUE) Gas Furnace Models G95V and GTHC Only

Subject to the exceptions and limitations contained in this Limited Warranty, ECR International, Inc. ("ECR") warrants that if the Heat Exchanger (as defined below) in High Efficiency (95% AFUE) Gas Furnace Models G95V and GTHC fails due to a defect during the first five (5) years from the date of original manufacture, ECR will furnish a **one time only** replacement of a comparable ECR Furnace (as defined below) to the Original Purchaser (as defined below). This Limited Replacement Warranty shall apply only to the original installation of the Furnace in a single-family dwelling unit, used without interruption by the Original Purchaser at his or her principal residence. Proof of purchase will be required. Replacements are subject to review and verification by an ECR representative. All models other than those listed above are excluded from this Limited Replacement Warranty.

The Limited Lifetime Heat Exchanger Warranty and the remaining balance of the original Furnace's Five Year Parts Warranty for Residential Applications, as described below, will be transferred to the replacement unit.

Limited Lifetime Heat Exchanger Warranty (Oil & Gas Furnaces Only)

Subject to the exceptions and limitations contained in this Limited Warranty, ECR warrants from the date of original manufacture, to the Original Purchaser, during his or her lifetime, that the Heat Exchanger in oil and gas Furnaces will be free from defects in materials and workmanship, provided however, this Limited Warranty shall apply only to the original installation of the Furnace in a single-family dwelling unit, used without interruption by the Original Purchaser at his or her principal residence.

Where the Furnace is installed in a premises other than the principal residence of the Original Purchaser, such as a multi-family dwelling, the Heat Exchanger will be warranted to be free from manufacturer's defects for a period of ten (10) years from the date of original installation.

In any case where "Proof of Original Ownership" cannot be provided, the Limited Lifetime Heat Exchanger warranty will be limited to ten (10) years from the date of original manufacture.

Furnaces - Five Year Parts Warranty – Residential Applications

All ECR Furnaces with a manufacture date of July 1, 1999 or later will carry a 5-year parts only warranty. With this warranty, ECR warrants to the Original Purchaser that any component to the Furnace will be free from defects in materials and workmanship for a period of five (5) years from the date of original installation, except as provided in the Limited Replacement Warranty and Limited Lifetime Heat Exchanger Warranty, set forth above.

This 5-Year Parts Warranty shall not apply to normal maintenance items such as filters, fan belts, fuses or other

consumable items. At no time does this 5-Year Parts Warranty cover labor for replacing such parts.

Furnaces – Non-Residential Installation

When a Furnace is installed in an application other than a single-family dwelling, the unit will carry a one (1) year parts and a ten (10) year Limited Heat Exchanger Warranty. The Limited Heat Exchanger Warranty shall apply only to the original installation and is not transferable to another owner/proprietor.

The 1-year warranty shall not apply to normal maintenance items, including but not limited to: belts, filters, fuses or other consumables. At no time does the 1-year parts warranty cover labor for replacing parts.

All ECR Air Conditioning A-Coils carry a 5-year parts warranty.

Exceptions to Warranty

This Limited Warranty does not cover:

1. Shipping, labor or related material charges;
2. Damages or defects that affect the physical appearance of the unit but do not affect the operational characteristics of the unit;
3. Damages, defects or failures caused by faulty installation, misapplication, abuse, improper servicing, unauthorized alterations, improper operation or failure to comply with the specifications and recommendations of ECR set out in the installation or unit manuals provided by ECR;
4. Damages, defects or failures caused by installation or servicing of the unit by an unlicensed installer or serviceman, including without limitation, damages caused by the misalignment of the burner or the refractory chamber during installation (Furnaces);
5. Damages, defects or failures caused by installation that is not performed in compliance with all applicable federal, state and provincial laws or regulations;
6. Damages, defects or failures caused by improper voltage conditions or the inadequacy or interruption of electrical services;
7. Damages, defects or failures caused by accidents or negligent or unreasonable use or operation of the unit and its' components, including without limitation, operation beyond rated capacity and operation of electrical components at voltage other than that specified on the rating plate;
8. Damages, defects or failures caused by failure to protect a Furnace and its components against freezing;
9. Damages, defects or failures caused by the use of parts not supplied or designated by ECR or by the use of any parts recommended by ECR for use in a unit that is not manufactured by ECR;
10. Damages, defects or failures caused by a unit being operated in atmospheres contaminated by compounds of chlorine, halogenated hydrocarbons, or other damaging chemicals causing deterioration of components;
11. Damages, defects or failures caused by conditioned air (return air) supplied to the Furnace being greater than 20% from out-of-doors (55°F minimum return air temperature);
12. Damages, defects or failures caused by the Furnace being installed downstream from a cooling coil;
13. Damages, defects or failures caused by operation of the unit in abnormal environmental conditions;
14. Damages, defects or failures as a result of operating a condenser with and indoor unit or refrigerant control that does not meet ECR's specifications; or

15. Damages, defects or failures as a result of installing or operating an ECR condenser with an indoor coil, air handler or Furnace not of a matching capacity.

Limitations on Warranty

In order to fulfill its obligations under this Limited Warranty, except as provided in the Limited Replacement Warranty set forth above, ECR's sole obligation will be to, at its option, repair or supply a replacement for the defective part, provided that, in the case of Furnaces over ten (10) years old or models of Furnaces no longer manufactured by ECR, ECR shall have the option to allow a credit towards the then current selling price of an equivalent new Furnace. Such credit shall be based on the Depreciated Replacement Value (as defined below) of the failed part. 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.

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 NOR 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, 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.

This Limited Warranty in no way can be considered as a guarantee of workmanship of an installer connected with the installation of the Furnace 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, venting or other attachments and accessory products not integral with our product, including without limitation, humidifier, air cleaner, vent damper, thermostat, or other mechanical devices not manufactured by the warrantor.

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's brand distributor who, in turn, will furnish the part(s) to the heating contractor who installed the unit.

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Defined Terms

In this Limited Warranty, the following words and phrases shall have meanings set out below:

"Current Replacement Value" means the particular ECR brand's current selling price.

"Depreciated Replacement Value" means the depreciated value calculated based on the Current Replacement Value and assuming a 20 year service life using straight-line depreciation.

"Furnace" means any electric or gas or oil fired furnaces manufactured by ECR.

"Heat Exchanger" means the primary combustion heat exchanger for gas and oil fired Furnaces and the secondary or tertiary heat exchanger in the high efficiency condensing Furnaces. The plastic front manifold condensate collector attached to the secondary or tertiary heat exchanger in the high efficiency condensing Furnaces is not part of the heat exchanger.

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

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