

**OLSEN-AIRCO OIL FURNACES AND AIR CONDITIONING A-COILS**

**LIMITED WARRANTY**

Effective Date – February 2017

**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 unit for future reference.

**Our Warranty**

By this warranty statement (“Limited Warranty”), ECR International, Inc. (“ECR”) issues limited warranties from the date of installation or date of manufacture, as specified herein, of the applicable Olsen-Airco Oil Furnace (“Furnace”) 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 Furnace directly (a) from the ECR brand dealer; or (b) in the case of a newly constructed home, from the contractor who purchased such new Furnace directly from an ECR brand dealer or wholesaler for installation and use in the newly constructed home.

**RESIDENTIAL LIMITED LIFETIME HEAT EXCHANGER WARRANTY**

**OLSEN-AIRCO OIL FURNACES ONLY**

**The following limited warranty shall apply to only the Original Purchaser, at original installation site, of the Olsen-Airco Oil Furnace in a single or two-family residential dwelling, used without interruption by the Original Purchaser at his or her residence.**

**First through Nineteenth Year** - ECR warrants from the date of original manufacture, to the Original Purchaser, during his or her lifetime, that the Heat Exchanger in Olsen-Airco Oil Furnaces will be free from defects in materials and workmanship. In the event the Heat Exchanger is found to be defective in material or workmanship during this period, ECR will replace the original Heat Exchanger upon the payment of a proportionate charge based on the time the Olsen-Airco Oil Furnace has been in service.

The proportionate charge will be equal to the appropriate percentage of the net price of such Heat Exchanger at the time the warranty claim is made, and will be determined as follows:

20 <sup>th</sup> Year 30%	21 <sup>st</sup> Year 40%	22 <sup>nd</sup> Year 50%	23 <sup>rd</sup> Year 60%	24 <sup>th</sup> Year 70%
25 <sup>th</sup> Year & Beyond 75%				

Labor charges to diagnose, troubleshoot, remove and install repaired or replaced parts are the responsibility of the Original Purchaser along with any freight charges.

Note: If the Heat Exchanger involved is no longer available due to obsolescence or redesign, the value of the proportionate charge, if applicable, will be based on the current net price or net price of the nearest equivalent Heat Exchanger. If no equivalent Heat Exchanger is available, ECR shall have the option to allow a credit towards the purchase of a new Olsen-Airco Oil Furnace. Such credit shall be based upon the net price of the failed Heat Exchanger and equal to the percent of coverage left on the original Heat Exchanger warranty.

**RESIDENTIAL FIVE YEAR PARTS LIMITED WARRANTY**

**OLSEN-AIRCO OIL FURNACES AND AIR CONDITIONING A-COILS**

**The following limited warranty shall apply to only the Original Purchaser, at original installation site, of the Olsen-Airco Oil Furnace or A-Coils in a single or two-family residential dwelling, used without interruption by the Original Purchaser at his or her residence.**

All Olsen-Airco Oil Furnaces and Air Conditioning A-Coils carry a 5-Year parts only limited warranty. ECR warrants its Olsen-Airco Oil Furnace and A-Coil components used in residential applications to be free from defects in material and workmanship under normal usage for a period of five (5) years from the date of original installation. In the event that any part of such Olsen-Airco Oil Furnace or A-Coil 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.

This 5-Year Parts Limited Warranty shall not apply to normal maintenance items including but not limited to: filters, fan belts, fuses or other consumable items. At no time does this 5-Year Parts Limited Warranty cover labor for replacing such parts.

**COMMERCIAL 10 YEAR LIMITED HEAT EXCHANGER WARRANTY**

**OLSEN-AIRCO OIL FURNACES ONLY**

**The following ten (10) year limited warranty shall apply to only the Original Purchaser, at original installation site, of the Olsen-Airco Oil Furnace in a three or more family dwelling or commercial business, used without interruption by the Original Purchaser.**

**First through Tenth Year** - ECR warrants from the date of original manufacture, to the Original Purchaser, that the Heat Exchanger in Olsen-Airco Oil Furnaces will be free from defects in materials and workmanship for a period of ten (10) years. In the event that the Heat Exchanger of such Olsen-Airco Oil Furnace is found to be defective in material or workmanship during this 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.

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### COMMERCIAL ONE YEAR PARTS LIMITED WARRANTY OLSEN-AIRCO OIL FURNACES ONLY

**The following limited warranty shall apply to only the Original Purchaser, at original installation site, of the Olsen-Airco Oil Furnace in a three or more family dwelling or commercial business, used without interruption by the Original Purchaser.**

All Olsen-Airco Oil Furnaces installed in a commercial application carry a one (1) Year parts only limited warranty. ECR warrants its Olsen-Airco Oil Furnace components 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 Olsen-Airco Oil Furnace 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 diagnose, troubleshoot, remove and install repaired or replaced parts are the responsibility of the Original Purchaser along with any freight charges.

This 1-Year Parts Limited Warranty shall not apply to normal maintenance items including but not limited to: filters, fan belts, fuses or other consumable items. At no time does this 1-Year Parts Limited Warranty cover labor for replacing such parts.

### EXCEPTIONS TO WARRANTY – APPLIES TO ALL WARRANTIES

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 using equipment not supplied by ECR.

### LIMITATIONS/EXCLUSIONS – APPLIES TO ALL WARRANTIES

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 Olsen-Airco Oil Furnaces over ten (10) years old or models of Olsen-Airco Oil 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 Olsen-Airco Oil 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**

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**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. 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.**

FOR ALL SALES NOT SUBJECT TO THE MAGNUSON-MOSS WARRANTY ACT, THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

**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 may not apply to you.**

In order for this Limited Warranty to be effective, the applicable Product covered by this Limited Warranty (“Product”) must have been assembled in strict compliance with installation instructions furnished with the Product.

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.

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.

ECR warranties shall apply to the original purchaser at the time of the original installation or date of manufacture, as applicable, 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 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 (if applicable) who, in turn, will notify the ECR distributor from whom such distributor purchased the Product. If this action does not result in warranty service, the original purchaser/owner 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 product (if applicable).

#### ECR International, Inc.

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