

## Limited Warranty for De Dietrich ECO Series Condensing Cast Aluminum Sectional Boiler

### Limited Two (2) Year Warranty:

DDR Americas Inc. warrants the entire boiler, including controls, burners, gas valves, enclosures and other items designated as standard equipment to be free of defects in material and workmanship for a period of two (2) years from the date of the original installation or 30 months from the shipping date. This limited warranty does not cover optional equipment or external items of the boiler regardless if sold with the boiler on the original order. For any other equipment warranty, consult the equipment manufacturer directly for warranty details otherwise it will be 12 months from shipping date.

### Limited Ten (10) Year Warranty (non-prorated):

DDR Americas Inc. warrants the cast aluminum heat exchanger & the sections of the boiler are free of defects in material and workmanship for a period of ten (10) years from the shipping date. Any replacement or repair of these items shall remain under this agreement only for the unexpired portion of the original warranty.

### Material Warranty:

- Provide a two (2) year limited warranty on all original parts supplied with the boiler.
- Provide a ten (10) year limited warranty on the casting against corrosion.
- Provide a ten (10) year limited warranty on the casting against damage from thermal shock stress conditions caused by the boiler.
- Maximum operating temperature, rise not exceeding 81°F / 45°C between the boiler inlet and the boiler outlet.
- Maximum water outlet temperature not to exceed 200°F / 93°C.

### 1. Limited warranty does not cover defects or other malfunctions caused by:

- I. Installation not conforming to local or national building or plumbing codes having jurisdiction.
- II. Installation not conforming to the written specifications or installation and operating instructions supplied with the boiler.
- III. Damage caused by external force, actions of third (3rd) parties or acts of God.
- IV. Failure or damages caused by adverse specific site conditions, not limited to silt or chemical deposits, site water supply or presence of corrosive gases or liquids.
- V. Improper use and / or failure to maintain and operate the boiler in accordance with the written instructions provided with the boiler.
- VI. Failure or damage caused by or operated with contaminated combustion air supply, fuel additives or unregulated or untreated system water that does not conform to the system water quality requirements.

- VII. Usage of fuels in which the boiler was not designed or certified for: non-distillate fuels, waste fuels, digester gas and other fuels the boiler was not specifically approved for.

### 2. Other items not covered in this limited warranty:

- I. Parts or components not contained in the boiler casement, including but not limited to temperature control(s), temperature / pressure gauges, drain valves, low water control(s) and safety relief valves. These parts are covered under the suppliers' warranty.
- II. Any costs involved for freight, shipping, storage, delivery or labour costs, any removal or installation storage charges; and charges associated with the return of the defective or damaged item being returned to DDR Americas Inc. or any authorized De Dietrich representative.
- III. Workmanship of local contractors and / or qualified installers.
- IV. Replacement of parts found not to be original De Dietrich authorized parts.
- V. Repairs performed without prior approval by DDR Americas Inc.
- VI. Heating system components not supplied as part of the boiler.
- VII. Connection of the boiler to under floor radiant heating systems that allows oxygen permeation of the system.
- VIII. Installations found to have leaks or unsatisfactory boiler performance as a result of faulty workmanship by the installer.

### 3. Warranty Duration:

DDR Americas Inc. or De Dietrich makes no implied warranty of merchantability or suitability for any particular purpose. The remedy offered under the extended warranty is the exclusive remedy and there shall be no liability for consequential, incidental, special or punitive damages. Any different or additional promise made by any other person, or made or implied in any manual, advertising material, sales literature or other communication is not authorized and is void. You may have other rights which vary from Province to Province in the Dominion of Canada and from State to State in the United States of America that do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## 4. Warranty Claims:

- I. All warranty claims must be submitted by mail with a letter stating the nature of defect or malfunction of the warranted item; include model number of the boiler, serial number and date of original installation.
- II. If an item becomes defective or malfunctions during the warranty period, we will, at our discretion and option: provide a comparable replacement or repair of such item at no charge.
- III. An authorized De Dietrich representative will be provided with full access to review and determine the nature and causes of the defect.
- IV. Upon satisfying DDR Americas Inc. or its authorized representative that the nature of the defect is deemed covered under the original warranty, we will provide a comparable replacement or repair of such item at no charge. Cost of labour for removal and/or installation is not covered.

## 5. Warranty Exclusions:

The sole obligation for any branch of these warranties is limited to repair or replacement in accordance with the terms and conditions of these warranties.

## 6. Warranty Transferability:

- I. The transfer of the warranty must be written and mailed to DDR Americas Inc.
- II. An inspection by DDR Americas Inc. or its authorized agent or representative of such boiler.
- III. Request for warranty transfer must be mailed and accepted sixty (60) days prior to transfer.
- IV. DDR Americas Inc. is not responsible for any fees associated with the boiler warranty transfer.
- V. Reason for denial of transferability will be provided by mail to the original registered owner following the inspection.

## 7. Warranty Registration Requirements:

In order to effectively activate your warranty, you must follow these instructions:

- a. Fill out the warranty registration card and mail it.
- b. Follow all installation and operating instructions, and warnings provided with the boiler and controls.
- c. Retain all receipts, bill of sale or invoices.
- d. Record of original installation date.
- e. Provide combustion analysis and start-up sheet.

## 8. Arbitration:

Should there be any dispute between DDR Americas Inc. and the owner of the original installation arising out of the performance or interpretation of this warranty, such dispute shall be submitted to a committee of three (3) arbitrators, one of whom shall be chosen by DDR Americas Inc., one by the original owner and the third by the first two nominees if they can agree and, in the case of a disagreement, by a Judge of the Supreme Court in the Province of Ontario, Canada. The constitution and proceedings of said committee shall be governed by the laws of the Province of Ontario, Canada, pursuant to which the arbitration shall be had.

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