

**EMI (COMFORTWAVE CHILLED WATER, ENVIROAIR PTAC)  
RETROAIRE (PTAC, VPRC/H, RQTH, WATER SOURCE HEAT PUMP CONSOLES)  
LIMITED WARRANTY**

Effective Date September 1, 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 of the applicable EMI Product (“Product”) to the Original Purchaser (as defined herein), 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 Product directly (a) from the EMI brand dealer; or (b) in the case of a newly constructed home, from the contractor who purchased such new Product directly from an EMI brand dealer or wholesaler for installation and use in the newly constructed home.

**EMI/RETROAIRE COMMERCIAL AND  
RESIDENTIAL LIMITED WARRANTY**

**The following limited warranty shall apply to only the Original Purchaser, at original installation site, of the EMI/Retroaire Product, used without interruption by the Original Purchaser.**

ECR warrants its Product used in commercial and residential 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 product 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.

Unit Compressors of such Product shall be free from defects in materials and workmanship under normal usage and maintenance for a period of five (5) years from the date of original installation. In the event that the Unit Compressor 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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**LIMITATIONS/EXCLUSIONS – APPLIES TO ALL  
WARRANTIES**

1. ECR will under no circumstances be responsible for and does not warrant damages or costs due to or arising from misapplication or misuse, improper installation or service,

components not supplied or approved by ECR, including, without limitation, indoor and outdoor units supplied by others, installation and normal maintenance such as, but not limited to, replacing air filters, cleaning, air flow adjustments, Products manufactured or distributed by ECR but installed outside the United States and Canada, damages from unauthorized alteration, application or improper operation, the failure of external wiring or other attachments and accessory products not integral to the Product or the use of parts not supplied or designated by ECR, damages or repairs as a consequence of shipping or handling, damages caused by faulty or interrupted power supply or electrical service, or damages caused by acts of God including, but not limited to, wind, hail, floods, lightening, earthquakes or other conditions beyond the control of ECR.

2. For all sales not subject to the Magnuson-Moss Warranty Act, there are no implied warranties of merchantability or fitness for a 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. The rights and remedies provided herein are exclusive and constitute the entire contract. This limited warranty and any optional extended warranties are granted only to the Original Purchaser and become null and void if payment for the goods or product is in default. This Limited Warranty is not transferable.

3. This Limited Warranty in no way can be considered as a guarantee of workmanship of an installer or repairman connected with the installation or service 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 expressly disclaimed.

4. ECR EXPRESSLY DISCLAIMS, AND IN NO EVENT SHALL ECR BE LIABLE (WHETHER FOR BREACH OF THIS LIMITED WARRANTY OR CONTRACT, FOR STRICT LIABILITY FOR NEGLIGENCE, OR OTHERWISE), FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF TIME OR CONVENIENCE, LOSS OF USE OF THE PRODUCT, THE COST OF A PRODUCT

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RENTAL, COSTS OF GASOLINE, ELECTRICITY, TELEPHONE, TRAVEL OR LODGING, OR THE LOSS OF PERSONAL OR COMMERCIAL PROPERTY, WHETHER OR NOT ECR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

**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, so the above limitations and exclusions may not apply to you.**

5. In no event shall ECR's obligations under this Limited Warranty exceed the purchase price of the Product. Any repairs or replacement performed under this limited warranty will apply to the original warranty period only and shall not in any way extend the statute of limitations for claims under this Limited Warranty.

#### **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 who, in turn, will notify the EMI 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 EMI distributor who, in turn, will furnish the part(s) to the contractor who installed the Product.

#### **ECR International, Inc.**

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