

Noritz America Corporation
Limited Warranty
Boiler Products

Pursuant to the terms and conditions set forth in this Limited Warranty (this “Warranty”), Noritz America Corporation (“Noritz”) hereby warrants to the original consumer purchaser, in the originally installed location, (the “Owner”) the enclosed gas water heater (the “Product”) to be free from any material defects in materials and workmanship. There are no express warranties other than those contained in this Warranty, and all representations or affirmations made by Noritz or any other person were for illustrative purposes only. No agent, employee, or representative of Noritz has any authority to bind Noritz to any affirmation, representation, or warranty concerning the Product, and unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this Warranty, it will not be enforceable by the Owner.

Conditions

This Warranty is applicable if and only if:

1. The Owner completes the warranty registration form attached hereto (the “Registration Form”), and Noritz receives such Registration Form from the Owner, within 35 days from the date of the original purchase.
2. The Product is installed by a method recognized and authorized by Noritz and in compliance with Noritz published materials specifically indicated in writing to be applicable to the type and model number of the product.
3. The Owner uses the Product in compliance with the applicable Installation and Operation Manual, which is included with the Product.

Warranty Period

This Warranty is extended by Noritz to the Owner for the duration of this Warranty. This Warranty takes effect on the date of installation of the Product by the Noritz Authorized Installer or 30 days after the date of purchase, whichever occurs first, and is effective until the specified anniversary of such date as follows:

- 1- 10 years on heat exchanger (Pro-rated after first 5 years)
 - a. 1-5 years, Free replacement
 - b. 5-7 years, Noritz will provide a replacement heat exchanger at 25% of cost
 - c. 7-8 years, Noritz will provide a replacement heat exchanger at 50% of cost
 - d. 9-10 years, Noritz will provide a replacement heat exchanger at 75% of cost
- 2- Parts other than Heat Exchanger, 1 year Free replacement of defective parts

Limitations of Liability

Please refer to the Installation and Operation Manual supplied with your new Noritz product. This warranty becomes null and void if any of the following are determined to be contributing factors to failure of the product under this warranty:

- 1- Abuse, Neglect, Misuse or Misapplication
- 2- Improper, dangerous, or destructive maintenance procedures
- 3- Use in conjunction with any unapproved device
- 4- Installation in an environment that is corrosive or otherwise destructive to the product, whether internal or external
- 5- Incorrect gas or water pressure
- 6- Incorrect sizing for the application
- 7- Incorrect pump sizing or other application or operational malady
- 8- Use with improper gas type.
- 9- Damage as a result of freezing within the unit or surrounding piping
- 10- Damage as a result of use with potable water or in an open loop or as a direct-contact water heater
- 11- Use with untreated or poorly treated well water, or water with high PH levels or high hardness levels, or with chemical reagents that damage copper
- 12- Acts of God including, but not limited to; Fire, Flood, or natural disaster

In the event of a Noritz recognized defect, malfunction, or failure to conform with this Warranty, and based upon Noritz approval of warranty claim, Noritz, at its sole and absolute discretion, will repair or replace the Product or defective parts without charge within 30 days upon Noritz' receipt of written notice of such defect, malfunction, or failure to conform with this Warranty. In order to make a claim under this Warranty, the Owner must notify Noritz or its authorized representative of the failure of the goods to conform to this Warranty.

Under this Warranty, Noritz will only provide replacement parts or units. The Owner will be responsible for any other costs incurred including labor costs for servicing or replacing the part or unit, shipping, delivery, and handling of the replacement part or unit, costs for permits or materials necessary for the repair, or incidental costs resulting from damage external to the unit resulting from the failure.

NOT WITHSTANDING ANYTHING IN THIS WARRANTY TO THE CONTRARY, EXCEPT FOR NORITZ' AFFIRMATIVE OBLIGATIONS EXPRESSLY SET FORTH IN THIS WARRANTY, NORITZ DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PRODUCT AND ITS FUNCTIONALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR INTELLECTUAL PROPERTY RIGHTS. NORITZ DISCLAIMS ALL OTHER OBLIGATIONS OR LIABILITIES ON ITS PART AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR NORITZ ANY OTHER LIABILITIES IN CONNECTION WITH THE PERFORMANCE OF THE PRODUCT. THIS WARRANTY COVERS

REPLACEMENT PRODUCT OR PARTS THEREOF, AND DOES NOT COVER COST OF LABOR OR SERVICES UNDER ANY CIRCUMSTANCES.

Noritz shall not be liable for any claim or demand against Noritz by any other party for damages of any kind, including, but not limited to incidental and consequential damages, arising out of the subject matter of this Agreement. Some States and Provinces do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State and Province to Province.

Warranty Registration Form

IMPORTANT: PLEASE READ THE ENCLOSED WARRANTY CAREFULLY BEFORE USING THE ENCLOSED GAS WATER HEATER (THE "PRODUCT"). BY COMPLETING AND SUBMITTING THE WARRANTY REGISTRATION FORM, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THE WARRANTY.

Noritz will not provide any warranty until the Owner (as defined in the Warranty) completes the Warranty Registration Form, and Noritz receives the completed form from the Owner, within 35 days from the date of the original purchase. Please keep a copy of the completed form for your records.