

**Noritz America Corporation**  
**Limited Warranty**  
**Tankless Hot Water Heaters**

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.

**Required Conditions**

1. The Owner must complete the warranty registration form attached hereto (the “Registration Form”), and Noritz must receive such Registration Form from the Owner, within 35 days from the date of the original purchase.
2. The Product must be 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 must use the Product in compliance with instructions in the Installation Manual and Owner’s Guide, which are included with the Product.

**Warranty Period<sup>1</sup>**

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- 12 years replacement on heat exchanger when the product is used in a single family dwelling.
- 2- For Commercial products<sup>2</sup>, 5 years replacement on heat exchanger when the product is used for commercial capacity, if it is used in other than a single family dwelling, or if the product is supplied with pre-heated or circulated water.
- 3- For Residential products<sup>2</sup>, 3 years replacement on heat exchanger when the product is used for commercial capacity, if it is used in other than a single family dwelling, or if the product is supplied with pre-heated or circulated water.
- 4- For Residential model series ecoTOUGH and proTOUGH, 12 years<sup>3</sup> replacement on heat exchanger when the product is used in a single family dwelling in conjunction with a controlled<sup>4</sup> recirculation system installed in accordance with the Installation Manual.
- 5- Parts other than heat exchanger, 5 years replacement of defective parts.
- 6- 1 year approved reasonable labor<sup>5</sup>.

<sup>1</sup>This warranty period covers product installed on or after September 1, 2010. Product installed prior to September 1, 2010 and products which are no longer in production as of September 1, 2010 will be covered under the terms of the Limited Warranty as supplied in the original factory packaging.

<sup>2</sup>Commercial products begin with the prefix “NC”. Residential products begin with the prefix “NR”.

<sup>3</sup>12 years or 6500 operational (burn) hours as recorded by the water heater, whichever occurs first.

<sup>4</sup>An aquastat is the minimum pump control requirement in order to maintain the full recirculation warranty. Point of use or “on demand” recirculation systems which are thermally controlled (i.e. aquastat) also classify as controlled systems.

<sup>5</sup>Labor will be paid to an authorized Noritz Service Representative on approved warranty repairs.

## Limitations of Liability

Please refer to the Installation Manual and Owner's Guide 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- Use with improper gas type
- 8- Damage as a result of freezing within the unit or surrounding piping
- 9- Damage as a result of use with non-potable water, untreated or poorly treated well water, or water with high PH levels or hardness levels in excess of 12 grains per gallon (200 mg/L). Refer to the "Water Quality" section of the Owner's Guide for details.
- 10- 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 ONLY 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 this 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.