Noritz America Corporation Limited Warranty Tankless Hot Water Heaters

Pursuant to the terms and condition 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 accessory (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 agent, employee, or representative is specifically included within this Warranty, it will not be enforceable by the owner.

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 purchase, and is effective until the specified anniversary of such date as follows.

1. 12-month replacement on accessory

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. Installation in an environment that is corrosive or otherwise destructive to the product, whether internal or external.

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, as its sole and absolute discretion, will settle the warranty claim within 30 days upon Noritz' receipt of written notice of such defect, malfunction, or failure to conform 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 this Warranty.

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

NOT WITHSTANDING ANYTHING IN THIS WARRANTY TO THE COTRARY, EXCEPT FOR NORITZ' AFFIRMATIVE OBLIGATIONS EXPRESSLY SET FORTH IN THIS WARRANTY, NORITZ DISCLAIMS ANY AND ALL WARRANTIES, WITHER EXXPRESS OR OMPLIED, REGARDING THE PRODUCT AND ITS FUNCTIONALITY, PERFORMANCE, MERCHANTIBLITITY, FITNESS FOR PARTICULAR PURPOSE OR INTELLECTUAL PROPERTY RIGHTS. NORITZ DISCLAIMS ALL OTHER OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE PERFORMANCE OF THE PRODUCT. THIS WARRANTY ONLY COVERS REPLACEMENT PRODUCT, AND DOES NOT COVER COST OF LABOR OR SERVISES UNDER ANY IRCUMSTANCES.

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 or 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.

Warranty Registration Form

IMPORTANT: PLEASE READ THE ENCLOSED WARRANTY CAREFULLY BEFORE USING THE ENCLOSED ACCESSORY (THE"PRODUCT").