

## **NOW HERE'S THE WARRANTY AND FINE PRINT**

### **NORITZ AMERICA CORPORATION**

### **TANKLESS WATER HEATERS**

### **25-YEAR LIMITED WARRANTY**

### **ON HEAT EXCHANGER**

EFFECTIVE FOR INSTALLATIONS ON OR AFTER JAN 1, 2019

(MODELS EZ98, EZ111, EZTR50 or EZTR75,

WHEN USED IN SINGLE FAMILY DWELLING)

EXACT LEGAL DETAILS TO BE FINALIZED JAN 1. DETAILS SUBJECT TO CHANGE

#### ***1. What is Covered by this Warranty***

During the applicable Warranty Period (specified below), Noritz America Corporation (“**Noritz**”) warrants to the original purchaser (“**Buyer**”) that the new Noritz gas water heater in the originally installed location (“**Product**”) is free from material defects in material or workmanship (the “**Warranty**”). There are different Warranty Periods for different components of the Product, as described below. This Warranty is for the benefit of the original Buyer only and terminates upon transfer of the Product from the original Buyer to any other person or entity.

For this Warranty to be effective (i) 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 and in compliance with instructions in the Installation Manual and Owner’s Guide, which are included with the Product (“**Proper Installation**”); and (ii) Buyer must use the Product in compliance with instructions in the Installation Manual and Owner’s Guide, which are included with the Product.

#### ***2. Warranty Period***

This Warranty is provided by Noritz to the Buyer for the duration of the applicable Warranty Period for the particular component of the Product as specified below. This Warranty takes effect (“**Warranty Effective Date**”) on the date of Proper Installation of the Product, or 30 days after the date of purchase of the Product, whichever occurs first, and is effective until the expiration of the “**Warranty Period**” for the particular Product component, as follows:

- (a) **When used in a single family dwelling, 25 years replacement on the Heat Exchanger** for EZ Series/EZTR Products designated as **EZ98, EZ111, EZTR50 or EZTR75** (excluding EZTR40). [\[1\]](#)
- (b) **For EZ/EZTR Products used for commercial applications, 8 years replacement on Heat Exchanger**, [\[2\]](#) if the Product is used in other than a single family dwelling, or if the Product is supplied circulated water.
- (c) **EZ98, EZ111, EZTR50, EZTR75 – 15 years replacement on heat exchanger** when the product is used for a single family dwelling with **pre-heated or circulated water**. [\[3\]](#)
- (d) **Parts other than Heat Exchanger, 5 years replacement of defective parts.**

**Noritz will pay for approved reasonable labor to attempt to repair or replace the Product in the event of a Noritz-confirmed Defect for one year from the Warranty Effective Date.**[\[4\]](#)

#### ***3. How do I Use this Warranty?***

If Buyer discovers, within the applicable Warranty Period, a defect in material or workmanship (“**Defect**”), Buyer must promptly notify Noritz or its authorized representative. Please notify Noritz by contacting Noritz’s Customer Care

at [info@noritz.com](mailto:info@noritz.com), or by writing to Noritz Customer Care at 11160 Grace Avenue, Fountain Valley, CA 92708, or by calling Noritz Customer Care at 866-766-7489

Within a reasonable time after Noritz receives such notification, Noritz will ship at Noritz's expense, either new or used replacement parts to correct a Noritz-confirmed Defect. Buyer is responsible for any other costs, including but not limited to labor for servicing or replacing the part or Product (except to the extent that labor is covered as described in the Warranty Period section above), costs for permits or materials necessary for the repair or replacement, or incidental costs resulting from damage external to the Product resulting from the Defect.

If during the applicable Warranty Period, the Noritz-provided new or used replacement parts, when properly installed, do not correct the Defect, or if Noritz is unable to correct the Defect after a reasonable number of attempts, Noritz will provide, at its option, one of the following: (i) a replacement Product (at Noritz's option, either the same, comparable or better model), to be shipped at Noritz's expense, or (ii) a full refund of the purchase price paid for the Product (excluding labor or installation costs). These remedies are the Buyer's only remedies for breach of Warranty.

#### ***4. What is Not Covered by this Warranty***

Please refer to the Installation Manual and Owner's Guide supplied with your new Noritz Product. In addition, 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:

- Abuse, neglect, misuse or misapplication;
- Improper, dangerous, or destructive maintenance procedures;
- Use in conjunction with any unapproved device;
- Installation in an environment that is corrosive or otherwise destructive to the Product, whether internal or external;
- Incorrect gas or water pressure;
- Incorrect sizing for the application;
- Use with improper gas type;
- Damage as a result of freezing within the Product or surrounding piping;
- 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). (Please refer to the "Water Quality" section of the Owner's Guide for details);
- Damage caused by acts of God including, but not limited to; fire, flood, lightening, or natural disaster;
- Damage caused by use of the Product for purposes other than those for which it was designed;
- Damage caused by unauthorized attachments or modifications;
- Damage resulting from improper installation of the Product; or
- Damage during shipment.

#### ***5. DISCLAIMER OF WARRANTIES***

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NORITZ DISCLAIMS ALL OTHER OBLIGATIONS OR LIABILITIES ON ITS PART AND NEITHER ASSUMES NOR

AUTHORIZES ANY OTHER PERSON OR ENTITY TO BIND OR ASSUME FOR NORITZ ANY OTHER LIABILITIES IN CONNECTION WITH THE PERFORMANCE OF THE PRODUCT. THIS WARRANTY ONLY COVERS REPLACEMENT PRODUCT OR PARTS THEREOF, AND EXCEPT AS EXPRESSLY SET FORTH ABOVE, DOES NOT COVER THE COST OF LABOR OR SERVICES UNDER ANY CIRCUMSTANCES.

SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **6. LIMITATION OF REMEDIES**

IN NO EVENT WILL NORITZ BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. DAMAGES THAT NORITZ WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES; DOWNTIME; THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS; AND INJURY TO PROPERTY.

#### **7. Time Limit for Bringing Suit**

Any action for breach of Warranty must be filed and served within 6 months following the expiration of the applicable Warranty Period with respect to the particular Product component.

#### **8. No Other Warranties**

There are no express warranties other than those contained in this agreement. Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all oral or written prior agreements and all other communications between the parties relating to the subject matter of this agreement, including but not limited to statements made by salespersons. No employee or representative of Noritz, or any other person or entity, is authorized to make any warranty in addition to those made in this agreement, or to modify any warranty made in this agreement. Buyer is warned, therefore, to check this agreement carefully to see that it correctly reflects those terms that are important to the Buyer.

#### **9. Allocation of Risks**

This agreement allocates the risks of Product failure between Noritz and the Buyer. This allocation is recognized by both parties and is reflected in the price of the goods. Buyer acknowledges that it has read this agreement, understands it, and is bound by its terms.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.

#### **Footnotes:**

[1] EZ98 , EZ111, EZTR50 , EZTR75 – 25 years or 15,000 operational (burn) hours as recorded by the Noritz Product, whichever occurs first.

[2] Residential Products for commercial use – 8 years or 12,500 operational (burn) hours as recorded by Noritz Product, whichever occurs first.

[3] 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. Residential recirculation warranty – 15 years or 12,000 operational (burn) hours as recorded by Noritz Product, whichever occurs first.

[4] A reasonable labor rate will be paid by Noritz to an authorized Noritz Service Representative or other approved service/repair professional on Noritz-approved Warranty repairs.