



Facilities Resource Group, Inc. Limited Warranty – Total Tankless Solution

Product Warranty

- What is Covered by this Product Warranty** During the applicable Warranty Period (specified below), Facilities Resource Group, Inc. (“**FRG**”) warrants to the original purchaser of a new Total Tankless Solution purchased from FRG (“**TTS**”) and installed at the original installation site (“**Site**” and such purchaser, the “**Purchaser**”) that the TTS is free from material defects in material or workmanship (“**Product Warranty**”). There are different Warranty Periods for different Components of the TTS, as described below. This Product Warranty is for the benefit of the original Purchaser only, at the original Site only, and terminates upon transfer of the TTS by the original Purchaser, or transfer of the Site to any other person, entity, or transfer of the TTS to any other location. For this Product Warranty to be effective (i) the TTS must be installed by a method recognized and authorized by FRG and in compliance with FRG-published materials specifically indicated in writing to be applicable to the type and model number of the TTS and in compliance with instructions in the Installation Manual, which are included with the TTS (“**Proper Installation**” or “**Properly Installed**”); and (ii) Purchaser must use the TTS in compliance with instructions in the Installation Manual, which is included with the TTS.
- Warranty Period.** This Product Warranty takes effect on the Warranty Effective Date (as defined below), or 90 days after the date of purchase of the TTS, whichever occurs first, and is effective until the expiration of the Warranty Period for the particular TTS Component as shown below. The “**Warranty Effective Date**” is the date upon which the TTS has been delivered to the Site, has been Properly Installed, and the startup and commissioning of the TTS has been completed by the installer as evidenced by a writing, signed by Vendor or Vendor’s representative or authorized installer and the general contractor if new construction, or by the Purchaser’s manager on duty if a retro-fit. . To make a warranty claim, Purchaser must provide Vendor with the Warranty Effective Date, including evidence thereof as specified above.
- Warranty Periods.** The Product Warranty for each of the following “**Components**” of the TTS are subject to the “**Warranty Period**” shown in the below chart, and includes/is subject to the information set forth in the “Includes/Covers” column in the below chart.

| TTS “Component” | Warranty Period | Includes/Covers: |
|--|---|--|
| Noritz NCC199CDV - Heat Exchanger | 10 years or 12,500 operational (burn) hours, whichever occurs first | |
| Noritz Parts other than Heat Exchanger | 5 Years | |
| Reasonable labor | 1 Year | A reasonable labor rate will be paid by FRG to service/repair professional on FRG-approved Product Warranty repairs, subject to FRG’s schedule of approved labor allowances, as the same may be modified from time to time |
| Sealed System | 5 Years | Piping, manifolds, valves, and components |
| System Frame | 10 Years | |
| Recirculation, System, and Booster Pumps | 3 Years | |

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|-----------------|---------|--|
| Storage Tank | 5 Years | |
| Softener System | 3 Years | |

4. **How do I Use this Product Warranty?** If Purchaser discovers, within the applicable Warranty Period, a defect in material or workmanship of the TTS (“**Defect**”), Purchaser must promptly notify FRG or its authorized representative. Please notify FRG by contacting FRG’s Technical Support at **support@webfrg.com**, or by writing to FRG Technical Support at 285 Dodge Court, Suite A, Comstock Park, MI 49321, or by calling **FRG Technical Support at 877-554-0004**. Purchaser must provide evidence of the Warranty Effective Date (See Section 2 above). Within a reasonable time after FRG receives such notification, FRG will ship at FRG’s expense, either new or used/refurbished replacement parts or components (“**Replacement Component**”) to correct an FRG-confirmed Defect. Purchaser is responsible for any other costs, including but not limited to labor for servicing or replacing the Replacement Component or TTS (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 or other costs resulting from damage external to the TTS resulting from the Defect. The Replacement Component or TTS will be warranted only for the unexpired portion of the original Component’s applicable Warranty Period. If during the applicable Warranty Period, the FRG-provided new or used Replacement Component, when properly installed, does not correct the Defect, or if FRG is unable to correct the Defect after a reasonable number of attempts, FRG will provide, at its option, one of the following: (i) a replacement new or used/refurbished TTS (at FRG’s option, either the same, comparable or better model), or (ii) a full refund of the purchase price paid by Purchaser for the TTS (excluding labor or installation costs). These remedies are the Purchaser’s sole and exclusive remedies for breach of the Product Warranty.

5. **What is Not Covered by this Product Warranty.** Please refer to the Installation Manual supplied with Purchaser’s new FRG TTS. This Product Warranty becomes null and void if any of the following are determined to be contributing factors to failure of the TTS:

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| <ul style="list-style-type: none"> Abuse, neglect, misuse, or misapplication | <ul style="list-style-type: none"> Damage as a result of freezing within the TTS or surrounding piping |
| <ul style="list-style-type: none"> Installation in an environment that is corrosive or otherwise destructive to the TTS, whether internal or external | <ul style="list-style-type: none"> Damage as a result of use with non-potable water, untreated or poorly treated well water, or water with high PH levels, high Chloramine/Chlorine levels, or hardness levels in excess of 12 grains per gallon (200 mg/L). (Please refer to the “Water Quality” section of the Noritz Owner’s Guide for details) |
| <ul style="list-style-type: none"> Use in conjunction with any device not approved by FRG | <ul style="list-style-type: none"> Damage caused by acts of God including, but not limited to; fire, flood, lightning, or natural disaster |
| <ul style="list-style-type: none"> Improper, dangerous, or destructive maintenance procedures | <ul style="list-style-type: none"> Damage caused by use of the TTS for purposes other than those for which it was designed |
| <ul style="list-style-type: none"> Incorrect gas or water pressure | <ul style="list-style-type: none"> Damage caused by attachments or modifications that were not authorized by FRG |
| <ul style="list-style-type: none"> Incorrect sizing for the application | <ul style="list-style-type: none"> Damage resulting from improper installation of the TTS by anyone other than FRG |
| <ul style="list-style-type: none"> Use with improper gas type | <ul style="list-style-type: none"> Damage during shipment to the extent the TTS is not installed by FRG |

TTS purchased from any seller or retailer that is not authorized by FRG, or any installer that obtained the TTS from a distributor or supplier that is not authorized by FRG (collectively, “**Non-Authorized TTS**”) is not covered by this Product Warranty and the Product Warranty shall be void as to such Non-Authorized TTS.

6. **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. FRG DISCLAIMS ALL OTHER OBLIGATIONS OR LIABILITIES ON ITS PART AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON OR ENTITY TO BIND OR ASSUME FOR FRG ANY OTHER LIABILITIES IN CONNECTION WITH THE PERFORMANCE OF THE TTS. THIS WARRANTY ONLY COVERS REPLACEMENT TTS OR REPLACEMENT COMPONENTS 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.
7. **LIMITATION OF REMEDIES** FRG’S TOTAL LIABILITY FOR ANY CLAIM ARISING HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE WHICH PURCHASER PAID FOR THE TTS. IN NO EVENT WILL FRG 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 FRG WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF USE OF THE TTS OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, THE COST OF COVER, FACILITIES, OR SERVICES; DOWNTIME; THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS; AND INJURY TO PROPERTY.
8. **Time Limit for Bringing Suit** Any action for breach of Product Warranty must be filed and served within six (6) months following the expiration of the applicable Warranty Period with respect to the particular TTS Component.
9. **No Other Warranties** There are no express warranties other than those contained in this Product Warranty. Unless modified in a writing signed by FRG and Purchaser, this Product Warranty 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 Product Warranty, including but not limited to statements made by salespersons. No employee or representative of FRG, or any other person or entity, is authorized to make any warranty in addition to those made in this Product Warranty, or to modify this Product Warranty. .
10. **Allocation of Risks** This Product Warranty allocates the risks of TTS Defects between FRG and Purchaser. This allocation is recognized by both parties and is reflected in the price of the goods. Purchaser acknowledges that it has read this Product Warranty, understands it, and is bound by its terms. This Product Warranty gives Purchaser specific legal rights, and Purchaser may also have other rights which vary from state to state or province to province.