CMK / CRK

Installation Manual

Applicable Models:

CRK-BASE

CRK-ADDON

CMK-SS*

CMK-BB*

SCAN ME

For Installation Video

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Overview

This Installation Manual provides installers with a detailed description of the Commercial Manifold Kit (CMK) and Commercial Rack Kit (CRK), herein referred to as "Kits", detailing included parts and installation instructions. Please read this manual carefully and follow all instructions. Potential dangers from accidents during installation and use are divided into the following four categories. Closely observe these warning, they are critical to your safety.

DANGER	Indicates an imminently hazardous situation which, if not avoided, will result in death or serious injury.
WARNING	Indicates a potentially hazardous situation which, if not avoided, could result in death or serious injury.
CAUTION	Indicates a potentially hazardous situation which, if not avoided, may result in minor or moderate injury.
NOTICE	Indicates a potentially hazardous situation which, if not avoided will result in death or serious injury.

CAUTION

Request to Installers

- In order to use the system safely, read this installation manual carefully, and follow all instructions
- Failures and damage caused by erroneous work or work not as instructed in this manual are not covered by the Noritz America Limited Warranty.
- Confirm the installation was done properly in accordance with this installation manual upon completion
- After completing installation, please either place this installation manual in a plastic pouch and attach it to the side of the water heater or hand it to the customer to retain for future reference.
- This manual covers the instructions for assembly of the CRK and CMK parts only. For installation information related to the associated water heater(s), refer to the Noritz America Installation Manual and Owner's Guide.

WARNING If the information in these instructions is not followed exactly, a fire or explosion may result causing property damage, personal injury or death.

- Kits may exceed 50 lbs., a team lift may be required
- Installation must conform with local codes, or in the absence of local codes, the National Fuel Gas Code, ANSI Z223.1 / NFPA 54 - latest edition and/or the Natural Gas and Propane Installation Code CSA B149.1 - latest edition

CALIFORNIA PROPOSITION 65 WARNING

WARNING: This product can expose you to chemicals including lead, lead compounds and carbon bisulfide which are known to the State of California to cause cancer, birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Noritz America reserves the right to discontinue, or change at any time, the designs and/or specifications of its products without notice. Contact Noritz America at 1-866-766-7489, if you have any questions or concerns. FOR USE IN COMMERCIAL APPLICATIONS.

Model List:

	Models	Description
Commercial Manifold Kits	**CMK-SS2**	Commercial Manifold Kit - Side by Side (2 Units)
	CMK-SS3	Commercial Manifold Kit - Side by Side (3 Units)
	CMK-SS4	Commercial Manifold Kit - Side by Side (4 Units)
	CMK-BB2	Commercial Manifold Kit - Back to Back (2 Units)
	CMK-BB4	Commercial Manifold Kit - Back to Back (4 Units)
Commercial Rack Kits	**CRK-BASE**	Commercial Floor Standing Rack Kit - (From 1 to 4 Units)
	***CRK-ADDON**	Commercial Floor Standing Expansion Rack Kit - (From 1 to 4 Units)

**Cannot be installed without CRK-BASE. Must be used in conjunction with a CRK-BASE in order to Increase the number of units*

Parts Included - CMK-**

	Quantities Included	Models				
		CMK-SS2	CMK-SS3	CMK-SS4	CMK-BB2	CMK-BB4
A	2” Hot Water Manifold Assembly	1				
B	2” Cold Water Manifold Assembly	1				
C	2” Gas Manifold	1				
D	3/4” Condensate Drain Manifold	1				
E	Gas Strut Clamp w/ Hardware	2				
F	Condensate Strut Clamp w/ Hardware	2				
G	Copper Strut Clamp w/ Hardware	4				
H	2" Black Iron Union	1				
I	Plastic Hose Barbed Adapter	2	3	4	2	4
J	Braided Hose	2	3	4	2	4
K	2" Copper Sweat Coupling	2				
L	2" Black Iron Cap	1				
M	2" Copper Cap	2				
O	3/4" PVC Coupling	1				
P	3/4" PVC Cap	1				
Q	3/4” Black Iron Union	2	3	4	2	4
R	**Manifold Wall Mount Bracket	2			-	
S	Flexible Gas Line	2	3	4	2	4
TT	Wall Template	1	1	1	-	-

***Does not include hardware for mounting wall bracket*

CMK-SS2 / SS3 / SS4

CMK-BB2 / BB4

Parts Included - CRK

Quantities Included		Models	
		CRK-BASE	CRK-ADDON
TU	Upper Expandable Rail (top)	1	
TL	Lower Expandable Rail (bottom)	1	
U	End Rail	2	1
V	1/4” Flat Washer	40	28
W	1/4” - 20 Hex Nuts	20	14
X	1/4” Lock Washers	28	22
Y	1/4” - 20 x 2 ½” Bolt	12	6
Z	1/4” - 20 Bolts x 1” Hex Bolt	8	8
AA	1/4” - 20 x 1” Carriage Bolt	8	8
AB	3/16” x 9/16” Quick Release Pin	4	4

Hardware

Planning - Minimum Space for Installation

Models	Type	A	B	C
CMK-SS2	Wall	55.5”	38.5”	52”
CMK-SS3		81.25”		
CMK-SS4		107”		
CMK-BB2	Floor	29.75”	78”	56.75”
CMK-BB4		51.5”		

*Dimensions Include Clearances Required by Manufacturer

CMK-SS2 / SS3 / SS4

CRK-BASE with CMK-BB2 / BB4

BEFORE INSTALLATION

USING TEMPLATE

A wall template (TT) is provided in the package with each CMK kit to assist with proper spacing and alignment. It is highly recommended to use this template when installing a CMK kit on a wall. Failure to set dimensions properly will ensure that the manifolds provided with the unit will not align properly with the water heater connections.

NOTE Wall Template is to scale. This template can be mounted directly onto the wall/strut to ensure proper spacing.

Wall Template Sample Image

a. Unfold Template—Template is divided into 4 panels that illustrate one to four unit installations.

b. Identify quantity of Water Heaters to be installed— Refer to part number of kit (e.g. CMK-SS2 corresponds to a two unit installation).

c. Cut or fold along panel line.

d. Prepare workspace.

   i. Refer to page 6, “Minimum Space for Installation”. Ensure a flat, open wall space of these dimensions is available.

   ii. Mount template on the wall at the desired height (tape or screw into wall).

   iii. Level template.

   Iv. Mark hole locations, then remove template from wall.

Note: Template image shows multiple wall brackets, however only two wall brackets (R) are included. Mark left bracket and secondary right bracket corresponding with kit being installed.

Installation— CMK Wall Mounted

Fig. 1

STEP 1. PREPARE TANKLESS WATER HEATER

a. Remove threaded portion of unions from isolation valves from both (A) and (B) Assemblies (Fig. 1)

- **i. Do Not Remove O-Ring from Isolation Valve**
- ii. Install threaded portion of union on each heater (Apply Teflon and/or thread sealant)

b. Install gas union (H) (Apply Teflon and/or thread sealant)

c. Install plastic hose barb (I) onto condensate connector fitting.

d. Install braided hose (J) to hose barbed adapter (I).

(Bottom View)

STEP 2. INSTALL MOUNTING BRACKETS FOR TANKLESS WATER HEATER TO WALL/STRUT

A mounting bracket is included with each water heater. It is not included with the CRK/CMK kit.

a. Ensure brackets are mounted level across top of bracket

b. Each mounting bracket must be **4-5/16”** apart (Fig. 2)

c. For detailed instructions on for installation of mounting bracket, refer to water heater's installation manual

Fig. 2

STOP

A template (TT) is provided in the package to assist with proper spacing and alignment. It is highly recommended to use this template as failure to set the dimensions properly will ensure that the manifolds cannot be installed.

STEP 3. HANG AND SECURE WATER HEATERS

a. Hang water heaters on the mounting brackets utilizing hanging hooks located on mounting bracket. (Fig. 3)

b. Ensure the wall mounting bracket and heater mounting bracket (Upper) are **CENTERED.** Confirm arrows are lined up with heater hanger. Adjust water heater position as necessary. (Fig 4)

c. Once aligned, fasten water heater (Upper) to wall/strut with screws (Field Supplied)

d. Secure bottom of water heater to the wall/strut with 2 screws (Field Supplied) (Fig. 5).

Fig. 3

Fig. 4

Fig. 5

STEP 4. INSTALL MANIFOLD WALL MOUNT BRACKET (IF APPLICABLE)

Each CMK kit includes 2 mounting brackets (R) for use when installing manifold to the wall. Note: These brackets are not used when installing manifolds on CRK installations.

a. Brackets must be located 8" below the bottom edge of lower water heater mounting bracket (R). (Fig. 6).

b. Left edge of the lower wall bracket (R) should form a straight vertical line with the left edge of the lower wall mounting bracket (Fig. 6).

c. Once the left wall bracket is installed, measure horizontally across the wall to align the outside edge of the corresponding right wall bracket. (Fig. 7)

CMK-SS2: 35.25”

CMK-SS3: 57”

CMK-SS4: 78.75”

Fig. 6

Fig. 7

STOP

A template (TT) is provided in the package to assist with proper spacing and alignment. It is highly recommended to use this template as failure to set the dimensions properly will ensure that the manifolds cannot be installed.

STEP 5. INSTALLING THE WATER/GAS/CONDENSATE MANIFOLDS

a. Refer to Fig. 8 for orientation of manifolds

b. Hot and Cold Water Manifolds

i. Install strut clamps on wall bracket

ii. Install manifold assembly into strut clamps

iii. Position manifold assembly by connecting Isolation kit unions

iv. Tighten isolation valves unions

v. Tighten strut clamps

vi. Determine which side the water connections will be connected, and cap the opposite end using provided cap (M).

c. Gas Manifold

i. Install strut clamps on wall bracket

ii. Install manifold assembly into strut clamps

iii. Install bottom half of gas union to flex gas line

iv. Install gas flex line into gas manifold

v. Position manifold assembly by connecting unions

vi. Tighten unions

vii. Tighten strut clamps

viii. Determine which side the gas connection will be connected, and cap the opposite end using provided cap (L).

d. Condensate Drain Manifold

i. Install strut clamps on wall bracket

ii. Install manifold into strut clamps

iii. Install plastic hose line from heater into PVC pipe

iv. Tighten strut clamps

v. Determine which side the condensate connections will be connected, and cap the opposite end using provided cap (P).

For easiest installation, it is recommended to install manifolds in the following order:

1. **Hot Water Manifold Assembly**
2. **Condensate Drain Manifold**
3. **Gas Manifold**
4. **Cold Water Manifold Assembly**

Fig. 8

SCAN ME

For Installation Video

Assembly and Installation - CRK Floor Mounted

ASSEMBLING THE BASE FRAME (CRK-BASE / CRK-ADDON)

a. Determine number of units to be installed on the CRK system. When using the CRK for more than two units, the rail (TU / TL) must be expanded before use (Figure 11). If the number of water heaters is two or less, proceed to part b.

   i. Remove pin (AB) from top rail (TU) and pull the rail apart to extend length to the rail stop.

   ii. Verify spacing between mounting brackets is 4 5/16".

   iii. Insert pin (AB) into locking pin hole to secure expandable rail.

   iv. Repeat process with bottom expandable rail (TL).

b. Loosely fasten left end rail (U) to the upper expandable rail (TU) using supplied hardware (Figure 10). Note: Top rail (TU) has three fastening points to ensure proper configuration (Refer to Figure 11)

c. Loosely fasten left end rail (U) to the lower expandable rail (TL) using supplied hardware (Figure 10).

d. Repeat parts b and c to align the right end rail. When utilizing the extension piece CRK-ADDON, the right end rail (U) will be used to support both expandable rails (Figure 9).

e. Fully tighten all joints.

Fig. 10

CRK-BASE

Fig. 9

Fig. 11

CRK-ADDON

MOUNTING HEATERS ON CRK

a. Prepare Water Heaters for installation (Refer to pg 8. “Preparing the Water Heater”)

b. Determine the orientation and arrangement of Water Heaters. Set aside hardware (included) based upon the following table:

	Qty. Used / Water Heater	1/4”-20x1” Hex Bolt (Z)	1/4”-20x1” Carriage Bolt (AA)	1/4” Flat Washer (V)	1/4” Lock Washer (X)	1/4”-20 Hex Nut (W)
1	Upper Unexpanded Rail (TU)	2	0	2	2	0
2	Upper Expanded Rail Section (TU)	0	2	2	2	2
3	Lower Unexpanded Rail (TL)	2	0	2	2	0
4	Lower Expanded Rail Section (TL)	0	2	2	2	2

Example:

Installing Two Water Heaters side by side will require parts from line 1 and line 2 for a total of:

2x 1/4”-20x1” Hex Bolt, 2x 1/4”-20x1” Carriage Bolt, 4x 1/4” Flat Washer, 4x 1/4” Lock Washer, 2x 1/4”-20 Hex Nut

Installing Two Water heaters back to back requires two times line 1 for a total of:

4x 1/4”-20x1” Hex Bolt, 4x 1/4” Flat Washer, 4x 1/4” Lock Washer

c. Install mounting brackets on unexpanded section of rails

i. Locate mounting holes on the fixed portion of the expandable rail and align with clearance holes of mounting bracket (Figure 12)

ii. Secure mounting bracket using 1/4”-20x1” Hex bolt (Z), lock washer (X), and flat washer (V).

iii. Repeat process for each water heater that will mounted on fixed portion of expandable rail.

Fig. 12

d. Installing mounting brackets on expanding section of rails

   i. Insert 1/4”x20-1” Carriage bolt (AA) into extruded channel of expandable rail.

   ii. Slide Carriage bolt along channel into position.

   iii. Verify spacing between mounting brackets is 4 5/16”.

   iv. Secure mounting bracket using 1/4”-20 Hex nut (W), lock washer (X), and flat washer (V).

   iii. Repeat process for each water heater that will mounted on expanded portion of expandable rail.

e. Hang and secure water heaters (Fig. 12)

   i. Hang water heaters on the mounting brackets utilizing hanging hooks located on mounting bracket. (Fig. 3)

   ii. Optional hole locations are provided to fasten water heater to wall mounting bracket (Figure 13) using 1/4”-20 bolts (Field supplied).

Fig. 13

INSTALLING MANIFOLDS - CRK FLOOR MOUNT

a. Slide manifold into position and attach with support clamp. (Fig. 14)

b. For more detailed instructions, refer to pg 11, “Installing the Water/Gas/Condensate Manifolds”

For easiest installation, it is recommended to install manifolds in the following order:

1. **Hot Water Manifold Assembly**
2. **Condensate Drain Manifold**
3. **Gas Manifold**
4. **Cold Water Manifold Assembly**

Fig. 14

MULTIPLE KIT INSTALLATIONS

Using the CRK-ADDON Accessory

A CRK-ADDON accessory includes one additional end rail (U) along with additional expandable rails (TU / TL) to expand the number of heaters on a rack by one to four units.

Note: One (1) CRK-ADDON kit can be utilized per CRK-BASE system. Attempting to utilize multiple CRK-ADDON accessories may result in misaligned water and gas manifolds.

Connection between the CRK-BASE and CRK-ADDON will require the use of provided copper coupling (K) and gas union fittings (H) and PVC coupling (O) (included). Field adjustments of the main piping may be necessary in order to properly align manifolds.

Multi-Unit Configuration Guide

Up to 24 individual water heaters can be easily connected using multiples of CRK-BASE and CRK-ADDON kits. In order to ensure proper operation, a system controller (SC401-6M, SCU-401-12M or SCU-401-24M, sold separately) is required to ensure system balancing and load management. Contact Noritz America for questions related to system controller selection or operation.

Manifold sizing is designed for a maximum of eight (8) water heaters. In order to connect units in greater number than eight, a common header of a larger diameter may be necessary. Refer to local plumbing and/or building code for minimum pipe sizing requirements.

<u>Common Header Diameter Recommendation</u>

	Min. Common Gas Header	*Min. Common Water Header*	*Min. Common Condensate Header*
Up to 8 units	2 in	2 in	0.75 in
>8 and <=16	2.5 in	2.5 in	1 in
>16 and <=24	3 in	3 in	1.25 in

<u>Common Venting of Appliances</u>

Refer to the common venting manual for details on requirements and limitations.

Recommended CRK Configurations

Other configurations are possible, this list is meant as a guide only.

When Using up to 8 Units

Number of Water Heaters Needed	*Type*	*Qty CRK-BASE*	*Qty CRK-ADDON*	*Recommended CMK manifold(s)*
2	Side-by-Side	1	0	CMK-SS2
2	Back-to-Back	1	0	CMK-BB2
3	Side-by-Side	1	1	CMK-SS3
3	Back-to-Back	1	0	CMK-BB4*
4	Side-by-Side	1	1	CMK-SS4
4	Back-to-Back	1	0	CMK-BB4
5	Side-by-Side	2	1	CMK-SS3, CMK-SS2
5	Back-to-Back	1	1	CMK-BB4, CMK-BB2*
6	Side-by-Side	2	1	CMK-SS4, CMK-SS2
6	Back-to-Back	1	1	CMK-BB4, CMK-BB2
7	Side-by-Side	2	2	CMK-SS, CMK-SS4
7	Back-to-Back	1	1	2x CMK-BB4*
8	Side-by-Side	2	2	2x CMK-SS4
8	Back-to-Back	1	1	2x CMK-BB4

*Will have an empty slot in the manifold. These installations will require that water/gas/condensate piping to be capped.

Recommended CRK Configurations Continued

When Installing Greater than 8 Water Heaters (Back-to-Back)

Number of Water Heaters Needed	*Heater Group-ing*	*Qty CRK-BASE*	*Qty CRK-ADDON*	*Qty CMK-BB2*	*Qty CMK-BB4*
9*	5 / 4	2	1	1	2
10*	5 / 5	2	2	2	2
11*	6 / 5	2	2	2	2
12	6 / 6	2	2	2	2
13*	7 / 6	2	2	1	3
14*	7 / 7	2	2	0	4
15*	8 / 7	2	2	0	4
16	8 / 8	2	2	0	4
17*	8 / 9 (5 + 4)	3	2	1	4
18	6 / 6 / 6	3	3	3	3
19*	7 / 6 / 6	3	3	2	4
20*	7 / 7 / 6	3	3	1	5
21*	8 / 7 / 6	3	3	1	5
22	8 / 8 / 6	3	3	1	5
23*	8 / 8 / 7	3	3	0	6
24	8 / 8 / 8	3	3	0	6

*Will have an empty slot in the manifold. These installations will require that water/gas/condensate piping to be capped.

Recommended CRK Configurations Continued

When Installing Greater than 8 Water Heaters (Side-to-Side)

Number of Water Heaters Needed	*Heater Group-ing*	*Qty CRK-BASE*	*Qty CRK-ADDON*	*Qty CMK-SS2*	*Qty CMK-SS3*	*Qty CMK-SS4*
9	5 / 4	3	2	1	1	1
10	5 / 5	4	2	2	2	0
11	5 / 6	4	2	2	1	1
12	6 / 6	4	2	2	0	2
13	7 / 6	4	3	1	1	2
14	7 / 7	4	4	0	2	2
15	8 / 7	4	4	0	1	3
16	8 / 8	4	4	0	0	4
17	8 / 9 (5 + 4)	5	4	1	1	3
18	6 / 6 / 6	6	3	3	0	3
19	7 / 6 / 6	6	4	2	1	3
20	7 / 7 / 6	6	5	1	2	3
21	8 / 7 / 6	6	5	1	1	4
22	8 / 8 / 6	5	5	1	0	5
23	8 / 8 / 7	6	6	0	1	5
24	8 / 8 / 8	6	6	0	0	6

WARRANTY FOR CRK AND CMK

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 manifold and/or rack assembly ("Kit") in the originally installed location ("Product") is free from material defects in material or workmanship (the "Warranty"). There 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 shown below. The date of Proper Installation must be provided to Noritz as well as a copy of the original receipt for the purchase of the Product to establish the Warranty Effective Date. For example, when the Product is installed in new single-family residential construction, the Warranty Effective Date is the date upon which the Buyer takes title to the real property (e.g., the date of recordation of the deed conveying title to Buyer).

System Type	Term
CRK	1-year
CMK	1-year

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, 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. Buyer must provide evidence of the Warranty Effective Date (See Section 2 above). Within a reasonable time after Noritz receives such notification, Noritz will ship at Noritz's expense, either new or used/refurbished 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. The replacement component or Product will be warranted only for the unexpired portion of the original component's applicable Warranty Period. 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 new or used/refurbished 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

• 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).

• Damage caused by acts of God including, but not limited to; fire, flood, lightning, 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

• Damage during shipment

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

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 NORITZ'S TOTAL LIABILITY FOR ANY CLAIM ARISING HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE WHICH YOU PAID FOR THE PRODUCT. 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.