

## LIMITED WARRANTY – NOWA

**Mandatory Statutory Rights.** This Limited Warranty sets forth Nowa Inc. ("Nowa")'s responsibilities regarding the Nowa product. To the extent Nowa cannot lawfully disclaim any applicable implied or statutory rights relating to the Nowa product, nothing in this Limited Warranty affects such rights. If you are a consumer you may be protected by consumer protection laws and regulations in your country, state or province of domicile, therefore certain limitations in this warranty may not apply to you.

**Warranty.** Nowa warrants to the original purchaser of a new Nowa product ("YOU"), that the water leak detection and interruption system including the valve and its actuator, the control panel, the wireless sensors and the rope sensor, manufactured by or on behalf of Nowa will be free from defects in materials and workmanship under normal use for a period that concludes two (2) year for the electrical components, three (3) years for the valve actuator and lifetime warranty for the valve body, from the date the Nowa product was originally purchased by YOU, and is the "Warranty Period". This Limited Warranty is not transferable by YOU. This Limited Warranty is enforceable in the country, the state or province where YOU are domiciled. During the Warranty Period, if the Nowa product is found by Nowa to be defective, Nowa may at its absolute and sole discretion: i) repair the defective portion of the Nowa product without charge to YOU with new or refurbished parts; ii) replace the defective Nowa product with a comparable new or refurbished product; or iii) in the event that Nowa is unable to repair or replace the Nowa product as provided under i) or ii), refund to YOU the net purchase price YOU paid for the Nowa product. If the Nowa product is repaired or replaced during the Warranty Period, except to the extent that Nowa is expressly prohibited by applicable law, the warranty for the repaired Nowa product or the replaced Nowa product as applicable, will expire upon the expiration of the original Warranty Period. Any warranty or service under this Limited Warranty is conditioned upon the return of your Nowa product to Nowa (as set out below under "How to Return the Nowa product"). When the exchange of the Nowa product or its part is provided under this Limited Warranty, the item replaced becomes Nowa property and the replacement item becomes yours. When a refund is provided under this Limited Warranty, YOU will return the Nowa product to Nowa and it becomes Nowa's property.

**Exclusions and Limitations.** This Limited Warranty does not apply : i) to normal wear and tear; (ii) if any component of the Nowa product is disassembled, modified, or repaired by someone other than an authorized plumber-technician; iii) if any component of the Nowa product is replaced with a non-genuine Nowa; iv) to damage caused by misuse, accident, abuse, or neglect; v) to damage to the Nowa product caused by operation or use outside the permitted or intended uses described in the user manual and specifications; vi) if the Nowa product was submerged in water or other liquid; vii) to an installation done not adequately or done by a person other than a certified plumber-technician allowed to practice legally in the territory; viii) to an installation not in accordance with the codes and regulations applicable locally; ix) to a Nowa product not purchased from a Nowa authorized seller; or x) if the Warranty Period has expired.

**How to return the Nowa product.** This Limited Warranty is provided by Nowa. Please contact a Nowa representative to receive instructions on how to return your Nowa product to Nowa. Nowa will require that YOU provide proof of purchase of the Nowa product in the form of a dated receipt or invoice from an authorized Nowa reseller evidencing that YOU are the beneficiary of this Limited Warranty during the Warranty Period, and a proof of installation by an authorized plumber.

**Exclusive Remedies.** Except to the extent that Nowa is expressly prohibited by law, this warranty and the remedies expressly set forth above for the Nowa product are your exclusive remedies and are in lieu of any other warranties, remedies and conditions, whether expressed or implied.

**Limitation of Liability.** Except to the extent that Nowa is expressly prohibited by applicable law, Nowa, for itself, and on behalf of its distributors, resellers, subcontractors, and service providers of the Nowa product hereby disclaims all other warranties, conditions, representations or guarantees of any kind, either express or implied, including but not limited to implied warranties or merchantability, satisfactory quality and/or fitness for a particular purpose. To the extent Nowa cannot lawfully disclaim any implied or statutory warranties relating to the Nowa product, your statutory rights are not affected by this clause.

**Exclusion of Certain Damages.** Except to the extent that Nowa is expressly prohibited by law, in no event shall Nowa be liable for any indirect, incidental, special or consequential loss or damages whatsoever or, damages for loss of profits, business interruption or other pecuniary loss arising out of the use of or inability to use the Nowa product, even if Nowa has been advised of the possibility of such damages. This limitation is intended to apply and does apply without regard to whether such damages are claimed, asserted or brought in an action or claim in tort or contract or on the warranty, or under any other law or form of action except in relation to liability for death or bodily injury or statutory liability for intentional and gross negligent act or omissions, for which no limit applies, the liability of Nowa to YOU for loss or damage arising under this Limited Warranty shall not exceed in aggregate the net purchase price YOU paid for the Nowa product or the cost or replacing the affected Nowa product, whichever is greater. Nothing in this Limited Warranty shall be taken as excluding or attempting to exclude or in any way restrict any liability for death or bodily injury to the extent arising directly from the negligence of Nowa or that of its employees or agents. Some countries, states, or provinces do not allow the exclusion or limitation of incidental or consequential damages so the above exclusions and limitations may not apply to YOU. If any provision of this Limited Warranty is determined to be invalid or unenforceable the remaining provisions of this Limited Warranty shall remain in full force and effect.

**Governing Law.** This Limited Warranty, any claim dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including statutory, common law and equitable claims) between YOU and Nowa arising from or relating to this Limited Warranty, its interpretation, or the breach or validity thereof, shall, except to the extent that Nowa is expressly prohibited by applicable law, be governed by the laws of the state or province as provided in this paragraph. If YOU are domiciled in Canada (excluding the Province of Quebec) this limited Warranty is to be construed under the laws of the Province of Ontario, excluding any body of law governing conflicts of law. If you are domiciled in the Province of Quebec, this Limited Warranty is to be construed under the laws of the Province of Quebec. If YOU are domiciled outside of Canada this Limited Warranty is to be construed under laws of the State of New York, excluding any body of law governing conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

**Dispute Resolution.** Unless YOU are domiciled in the Province of Quebec, any disagreement or dispute arising out of or relating to this Limited Warranty shall be settled by final and binding arbitration i) to be conducted in Ontario, Canada, if YOU are domiciled in Canada, under the rules of arbitration of the Arbitration Act, 1991 (Ontario) (the "Ontario Rules") by a single arbitrator appointed in accordance with the Ontario Rules, and ii) to be conducted in New York, if YOU are domiciled outside of Canada, under the Commercial Rules of the American Arbitration Association ("CR-AAA") by a single arbitrator nominated in accordance with the CR-AAA. The arbitration shall be conducted in the English language. YOU agree that a judgment recognizing and enforcing the award may be entered in any court with jurisdiction, and irrevocably submit to the jurisdiction of any such court. No dispute between the parties, or involving any person but YOU, may be joined or combined together, without the prior written consent of Nowa.

**Miscellaneous.** Waiver by Nowa of any default will not be deemed a continuing waiver of such default or a waiver of any other default. If any term, provision or sub-section of this Limited Warranty is held to be void, illegal or unenforceable, the validity or enforceability of the remainder of such term, provision or subsection and this Limited Warranty will not be affected.