



## WARRANTY SERVICE & RETURN POLICY

This document ("Agreement") sets forth the policies of Navien, Inc. ("Navien") with respect to the servicing and implementation of the limited warranty ("Limited Warranty") provided by Navien. The Wholesaler or distributor ("Wholesaler") to whom products ("Products") were supplied by Navien hereby acknowledges and agrees to abide by the terms and conditions set forth herein and as further set forth under the "Customer Support" section of Navien's website at [www.navieninc.com](http://www.navieninc.com).

1. **Limited Warranty:** Navien provides a Limited Warranty for its Products, to the end user, for defects arising out of the manufacturing process. This Limited Warranty covers the heat exchanger, component parts and labor. A copy of the Limited Warranty is attached hereto and may be modified by Navien from time to time at its sole discretion. Wholesaler shall maintain the sole obligation to deliver the Limited Warranty and this Agreement to all Service Providers ("Service Providers") to whom the Products are sold or distributed. **NOTICE TO SERVICE PROVIDERS: BY ACCEPTING DELIVERY OF THE PRODUCTS, LIMITED WARRANTY AND AGREEMENT, SERVICE PROVIDER HEREBY AGREES TO STRICTLY COMPLY WITH ALL TERMS, CONDITIONS AND PROCEDURES SET FORTH HEREIN.**
2. **Warranty Claim Procedure:** Warranty claims shall be processed as follows:
  - a. To initiate a warranty claim, the end user must hire a Licensed Professional ("Service Provider") to contact Navien's Technical Support team while in front of the unit and be prepared to troubleshoot the issue. Being prepared to troubleshoot includes having the proper tools such as a dual port manometer, gas sniffer, combustion analyzer, and/or a voltage meter, depending on the nature of the issue. The Service Provider must call Navien Tech Support at 1-800-519-8794 option 2 for troubleshooting and provide details of the nature of the claim, as well as the end-user's name, telephone number, address, model, serial number(s), and date of installation.
  - b. Upon approval from Technical Support, and pending Navien's right to inspect and further investigate the claim, an RGA number shall be provided to the Service Provider. Navien reserves the right in its sole discretion to dispatch its own technician or other Service Provider to inspect and/or complete the warranty repair.
  - c. To fulfill the RGA, Navien will either ship the approved parts and/or unit, or it will be picked up from a local wholesaler. For local wholesaler pickup, Navien will credit the wholesaler once the defective parts and/or unit issued under the RGA are returned to Navien through the Returns Process. When picking up parts and/or a

unit from the wholesaler, the wholesaler may charge the recipient for the value of the item(s) being picked up. In these cases, the recipient will be reimbursed through the Wholesaler once the Wholesaler receives the credit from Navien. The Wholesaler may charge a fee for their services. Navien has no control over this fee and it is not eligible for reimbursement under the warranty.

d. Please see Section 5 for full details on the Returns process.

3. Limited Labor Warranty / Labor Allowance Approval Process:

a. If the Limited Labor Warranty (sometimes referred to as a Labor Allowance) is active, the Service Provider or End User may submit a labor warranty claim no later than 30 days following the completion of the repair.

i. Payment to Service Provider: The Service Provider must complete the Navien Labor Claim Supplement Form (also referred to as an RGA form), in addition to providing an invoice for their work. If this is their first labor claim with Navien, then a tax form will also be required. Both the Labor Claim Supplement Form and tax form can be requested from [claims@navien.com](mailto:claims@navien.com) or over the phone at 800-519-8794 option 3. Labor claim documents can be submitted to [claims@navien.com](mailto:claims@navien.com), by fax at 877-841-8284, or by mail to: Navien, 20 Goodyear, Irvine, CA 92618. Checks will be made out to match the business name and address of the tax form.

ii. Reimbursement to End User: If the End User has already paid out of pocket for the approved warranty work, the End User can submit the invoice and receipt to [claims@navien.com](mailto:claims@navien.com), by fax at 877-841-8284, or by mail to: Navien, 20 Goodyear, Irvine, CA 92618. The RGA number and Serial Number must be referenced. The End User should also include the correct spelling of their name and address as they would like it to appear on the check

b. Navien's Schedule of Approved Labor Allowances can be found on the Navien Labor Claim Supplement Form. The fee payable to Service Provider for approved warranty repairs shall be as specified by Navien. Service Provider and/or End User have the sole obligation to obtain the approved fee amount from Navien prior to commencing any services. Any fees above what is covered under the Limited Labor Warranty shall be billed to the end-user. Commencement of work by Service Provider shall constitute Service Provider's unconditional acceptance of the fee specified by Navien.

c. Labor claims may take up to 60 days to be received and processed. Processing times are subject to change. Navien has the right to verify with the end-user that the repair was satisfactorily completed. If submitting a labor claim via email to [claims@navien.com](mailto:claims@navien.com), submitter will receive an automated response with current

handling times for labor claims, as well as an email confirmation once the claim has been processed.

4. Denial of Labor Claims: Service Provider's claim of payment for labor and services rendered may be denied entirely or reduced in the event Service Provider fails to strictly comply with the requirements set forth in this Agreement and for other applicable reasons including the following:
  - a. If any repair or replacement services are rendered for which payment is requested prior to receiving Navien's prior authorization as evidenced by an RGA number.
  - b. If the Service Provider's claim for payment exceeds the fee or rate specified by Navien in the Navien Labor Claim Supplement Form, Navien shall only be obligated to pay the rate or fee previously specified by Navien.
  - c. If Service Provider fails to provide all required information including a tax form, the end-user's name, address and telephone number, model and serial number, date of original installation; if such required information and/or documents are not submitted when requested; or if Service Provider is not in front of the Product at the time the RGA number is requested from Navien.
  - d. If the repair or replacement was not properly completed, if the end-user is dissatisfied with the repair, and/or a discrepancy is identified between the repair approved by Navien under the RGA, and the repair that was actually performed.
  - e. If a follow up repair call involves the same problem which Service Provider had previously repaired within the preceding three (3) month period.
  - f. If the Limited Warranty is void or not applicable for any reason.
  - g. If Service Provider's request for payment for labor and services rendered is received by Navien more than 30 days after the repair or replacement service was completed.
  - h. If it is determined by Navien that the claim for payment of labor and services rendered was not for services directly necessary to replace or repair the defective Product such as for maintenance of the Product.
5. Return Procedures Through Wholesaler: When a part or unit is approved through the Warranty Claim Procedures detailed above, and the part or unit is being picked up at the wholesaler, the process to return the defective part or unit is:
  - a. Service Provider shall submit the RGA number, issued by Navien Technical Support, and the serial number to the Wholesaler and will request the same model

or part for replacement. The RGA number will start with a "U" for unit replacement, "H" for a heat exchanger replacement, and a "P" for part replacement.

- b. Wholesaler may charge the Service Provider or End User for the value of the replacement product approved and supplied under the RGA, until return credit is provided to the wholesaler from Navien. In these instances, once the return credit has been processed to the Wholesaler, the Wholesaler shall reimburse the party who was charged within 5 business days.
- c. At Wholesaler's discretion, Wholesaler may transmit the RGA number and serial number to Navien for verification and approval. Navien shall not be responsible for any RGA number that is invalid or not authorized by Navien.
- d. Within four (4) days from receipt of the replacement Product from Wholesaler, Service Provider shall return the defective Product to Wholesaler. Wholesaler shall thereafter inform Navien of the receipt of the defective Product, obtain shipping information from Navien, and return the Product to Navien pursuant to Navien's shipping instructions.
- e. Wholesaler shall provide a receipt to the Service Provider for any returned product. In the event of a discrepancy or lost product, the receipt will be required. Without a receipt, the Service Provider may be liable for the cost of the replacement product.
- f. Navien will inspect the returned Product to confirm the return is valid, including but not limited to, the existence of the manufacturing defect that the returned Product was authorized for return for, as well as matching the serial number and RGA number. Also, that the Service Provider and Wholesaler have fully complied with all procedural requirements. Subject to such verification, a credit memo or payment shall be issued to the Wholesaler within seven (7) days of Navien's receipt of the Product and all required information.
  - i. If the recipient of the parts and/or unit were charged by the Wholesaler, refund credit will be processed through the same wholesaler. Navien does not issue credit to the recipient directly.
  - ii. Service Provider's request for labor payments shall be directed solely to Navien. See Section 3 and Section 4 above. Wholesaler shall not seek reimbursement from Navien for any service or labor fees.
  - iii. Navien is not responsible for a Wholesaler accepting another Wholesaler's return. Navien is also not responsible for any fees or delays in these instances.
- g. Navien does not provide credit until the defective product approved under RGA has been returned. Navien is not responsible for any product that is lost, discarded, or otherwise not returned to Navien.



- b. At the time Service Provider contacts Navien for Warranty Claim, the Service Provider must be in front of the Product before removal for troubleshooting purposes with Navien's Technical Support team at 800-519-8794 option 2.
- c. Service Provider shall diligently recommend and advise end-users to submit completed warranty registration cards to Navien in order to avoid delay in processing warranty claims and possible grounds for denial of the warranty.
- d. The warranty period for an installation in new construction shall commence from the date the end-user obtains title to the property from the developer or builder and not the date of installation.
- e. Navien shall not be obligated to pay for any expenses or fees to either Wholesaler or Service Provider which are incurred as a result of its non-compliance with the terms, conditions and procedures set forth herein including but not limited to shipping fees paid to a carrier not authorized by Navien in excess of Navien's authorized shipping rates.
- f. In the event Navien, in its sole discretion, elects to accept the return of Products without Wholesaler or Service Provider's full compliance with all required procedures set forth herein, then a twenty (20%) percent restocking charge plus shipping fees shall be paid by the non-compliant party. The restocking fee shall also apply if a part is being exchanged and the RGA number issued begins with a "P."
- g. All warranty claims, and communications regarding warranty processing and procedures, must be directed to Navien and not to the Wholesaler. Service Provider shall not demand payment for its warranty repair services to the wholesaler. Wholesaler shall not advance or pay any warranty repair fees invoiced by Service Provider to Wholesaler, and Wholesaler shall not receive any reimbursement from Navien for any payments made directly to Service Provider.

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