

CONTRACTOR WORKMANSHIP WARRANTY CONTRACTOR WARRANTY AGREEMENT

This Warranty Agreement ("Warranty") is made by:

Contractor: BKD Electric Inc

Property Owner: Miguelangelo Padilla & Jacob Shelley

Project Address: 1338 & 1340 S. Cloverdale Ave, Los Angeles, CA 90019

Date of Completion: May 29, 2026

1. Warranty Coverage

Contractor warrants that all labor, workmanship, and installation performed under the construction contract for the above-referenced project:

1. Was performed in a good and workmanlike manner.
2. Complies with applicable California building codes in effect at the time the work was performed.
3. Conforms substantially to the plans, specifications, and approved change orders for the project.

Contractor shall, at its own cost, repair defects resulting from faulty workmanship that become apparent during the Warranty Period.

2. Warranty Period

The warranty period shall be:

One (1) year on labor from the Date of Completion unless a longer period is specified below:

Nothing in this Warranty limits any statutory rights available to the Owner under California law.

3. Covered Defects

Covered defects include:

- Improper installation.
- Failure of workmanship.
- Failure to perform work in accordance with applicable trade standards.
- Defects in labor causing the installed work to fail under normal use.

Examples may include:

- Loose or improperly installed fixtures.
- Improperly installed flooring.
- Defective tile installation.
- Improperly installed cabinetry.
- Plumbing leaks caused by installation errors.
- Electrical defects caused by installation errors.
- HVAC defects caused by installation errors.

4. Exclusions

This Warranty does not cover:

1. Normal wear and tear.
2. Owner abuse, misuse, neglect, or lack of maintenance.
3. Damage caused by third parties.
4. Acts of God, earthquakes, floods, fires, windstorms, or other casualty events
5. Defects in products or materials manufactured by others that are covered by manufacturer warranties.

6. Modifications, repairs, or alterations performed by persons other than Contractor.
7. Cosmetic issues first reported more than thirty (30) days after substantial completion.

5. Manufacturer Warranties

Any manufacturer warranties applicable to equipment, fixtures, appliances, roofing materials, HVAC equipment, windows, doors, plumbing fixtures, or electrical equipment shall pass through to Owner including:

Not Applicable

Contractor makes no warranty beyond those provided by the manufacturer for such products.

6. Owner Notice Requirement

Owner shall provide written notice of any claimed defect within the warranty period.

Notice shall be sent to:

BKD Electric Inc
1220 S Bellhaven St #235, Anaheim, CA 92806

Contractor shall be afforded a reasonable opportunity to inspect and repair the claimed defect.

7. Right to Repair

Contractor shall have the first opportunity to inspect and correct any covered defect. Contractor shall commence corrective work within a reasonable period after receiving notice, subject to weather, material availability, and scheduling.

8. Limitation of Warranty

This Warranty is limited to repair or replacement of defective workmanship.

Contractor shall not be responsible for:

- Consequential damages.
- Loss of use.
- Lost rents.
- Personal property damage not directly caused by Contractor's defective workmanship.

To the extent permitted by California law, repair or replacement shall be Owner's exclusive remedy under this Warranty.

9. Transferability

This Warranty is transferable to a subsequent owner during the warranty period.

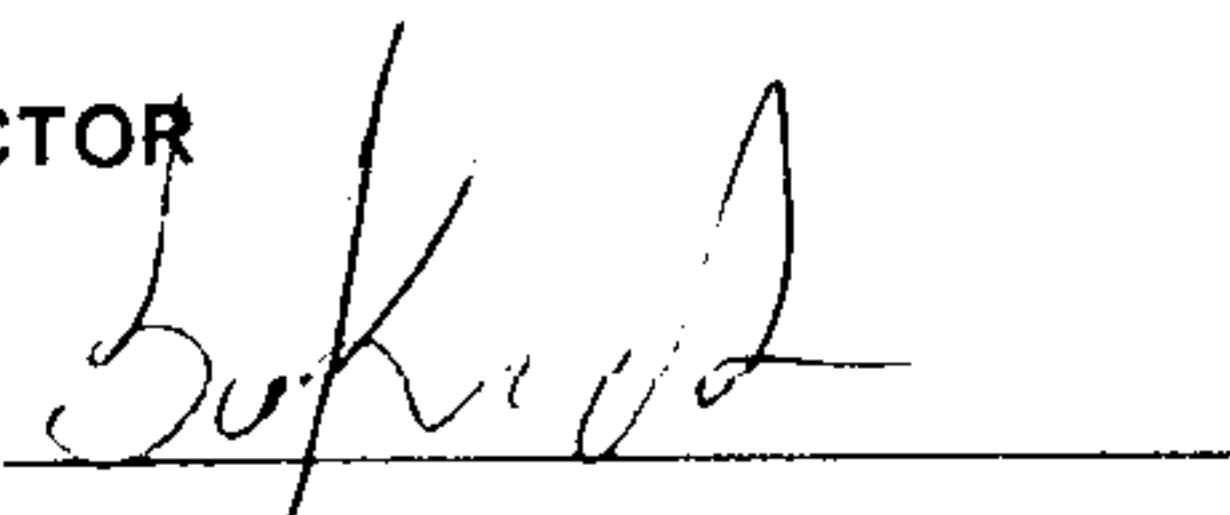
10. Entire Warranty

This document constitutes the entire workmanship warranty between the parties and supplements the construction contract.

If any provision is found unenforceable, the remaining provisions shall remain in effect.

CONTRACTOR

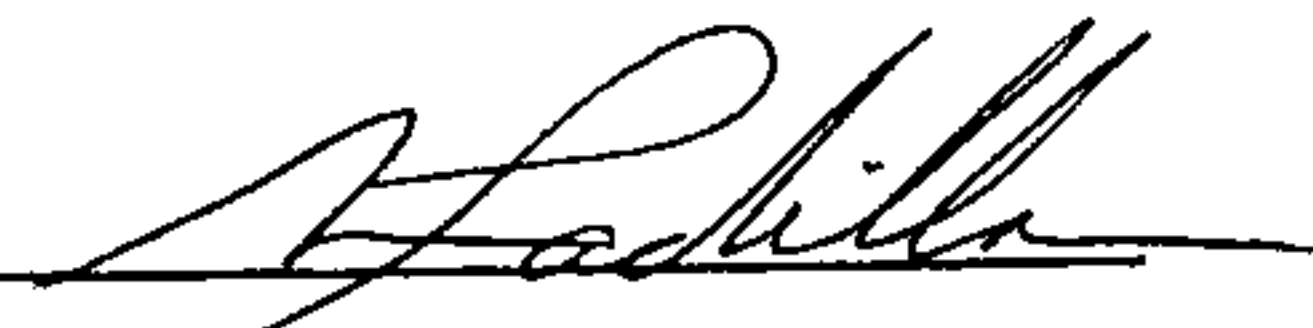
Signature



Name: Bakari Diaz

Date: 7/8/2026

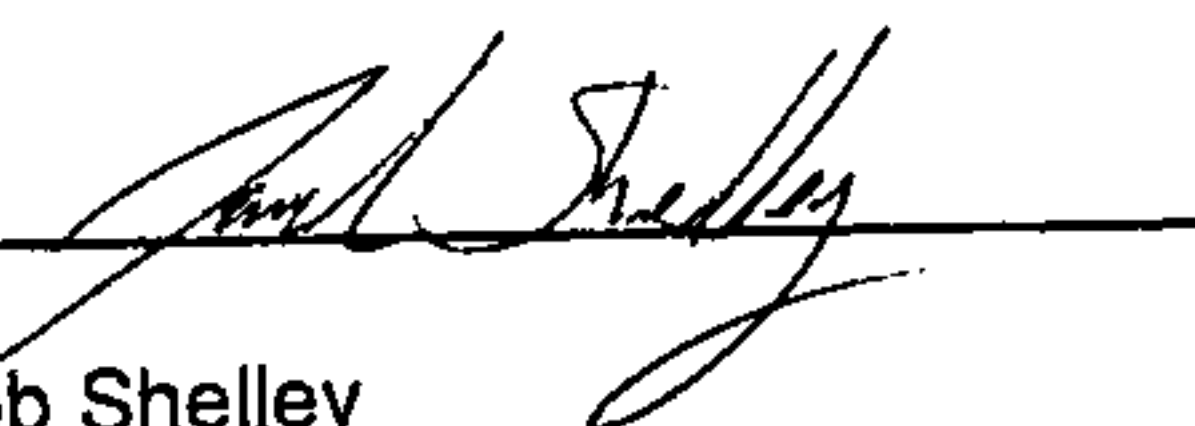
OWNER

Signature: 

Name: Miguelangelo Padilla

Date: 7/8/26

OWNER

Signature: 

Name: Jacob Shelley

Date: 7/8/26

CONTRACTOR WORKMANSHIP WARRANTY CONTRACTOR WARRANTY AGREEMENT

This Warranty Agreement ("Warranty") is made by:

Contractor: A's Heating and Air Conditioning

Property Owner: Miguelangelo Padilla & Jacob Shelley

Project Address: 1338 & 1340 S. Cloverdale Ave, Los Angeles, CA 90019

Date of Completion: May 29, 2026

1. Warranty Coverage

Contractor warrants that all labor, workmanship, and installation performed under the construction contract for the above-referenced project:

1. Was performed in a good and workmanlike manner.
2. Complies with applicable California building codes in effect at the time the work was performed.
3. Conforms substantially to the plans, specifications, and approved change orders for the project.

Contractor shall, at its own cost, repair defects resulting from faulty workmanship that become apparent during the Warranty Period.

2. Warranty Period

The warranty period shall be:

One (1) year on labor from the Date of Completion unless a longer period is specified below:

Nothing in this Warranty limits any statutory rights available to the Owner under California law.

3. Covered Defects

Covered defects include:

- Improper installation.
- Failure of workmanship.
- Failure to perform work in accordance with applicable trade standards.
- Defects in labor causing the installed work to fail under normal use.

Examples may include:

- Loose or improperly installed fixtures.
- Improperly installed flooring.
- Defective tile installation.
- Improperly installed cabinetry.
- Plumbing leaks caused by installation errors.
- Electrical defects caused by installation errors.
- HVAC defects caused by installation errors.

4. Exclusions

This Warranty does not cover:

1. Normal wear and tear.
2. Owner abuse, misuse, neglect, or lack of maintenance.
3. Damage caused by third parties.
4. Acts of God, earthquakes, floods, fires, windstorms, or other casualty events.
5. Defects in products or materials manufactured by others that are covered by manufacturer warranties.
6. Modifications, repairs, or alterations performed by persons other than Contractor.
7. Cosmetic issues first reported more than thirty (30) days after substantial completion.

5. Manufacturer Warranties

Any manufacturer warranties applicable to equipment, fixtures, appliances, roofing materials, HVAC equipment, windows, doors, plumbing fixtures, or electrical equipment shall pass through to Owner including:

10 year manufacturer warranty *FROM DATE OF DELIVERY OF UNITS TO PROPERTY* *MPJ-M*

Contractor makes no warranty beyond those provided by the manufacturer for such products.

6. Owner Notice Requirement

Owner shall provide written notice of any claimed defect within the warranty period.

Notice shall be sent to:

A's Heating and Air Conditioning
9332 Van Nuys Blvd, Suite #54, Panorama City, CA 91402

Contractor shall be afforded a reasonable opportunity to inspect and repair the claimed defect.

7. Right to Repair

Contractor shall have the first opportunity to inspect and correct any covered defect. Contractor shall commence corrective work within a reasonable period after receiving notice, subject to weather, material availability, and scheduling.

8. Limitation of Warranty

This Warranty is limited to repair or replacement of defective workmanship.

Contractor shall not be responsible for:

- Consequential damages.
- Loss of use.
- Lost rents.
- Personal property damage not directly caused by Contractor's defective workmanship.

To the extent permitted by California law, repair or replacement shall be Owner's exclusive remedy under this Warranty.

9. Transferability

This Warranty is transferable to a subsequent owner during the warranty period.

10. Entire Warranty

This document constitutes the entire workmanship warranty between the parties and supplements the construction contract.

If any provision is found unenforceable, the remaining provisions shall remain in effect.

CONTRACTOR

Signature: 

Name: Javier Morales

Date: *6/18/2026*

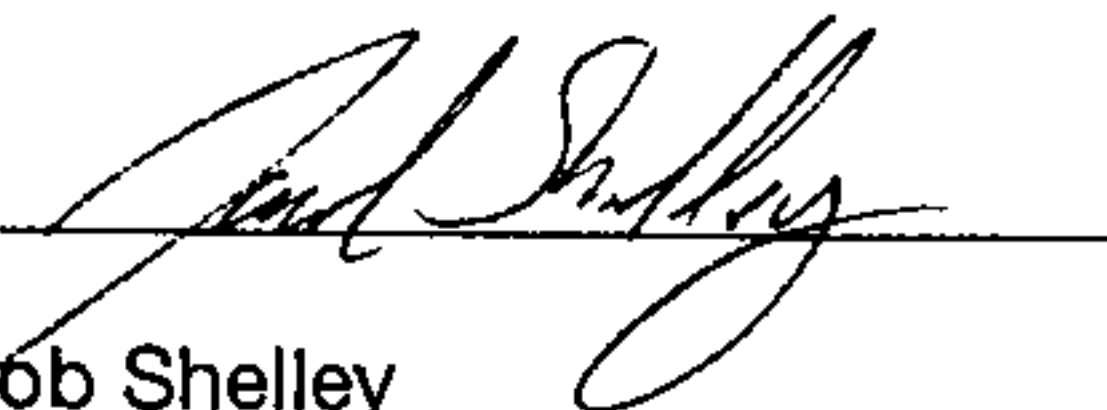
OWNER

Signature: 

Name: Miguelangelo Padilla

Date: 6/18/26

OWNER

Signature: 

Name: Jacob Shelley

Date: 6/18/26

Registration Certificate

Thank you for registering your product with us. We appreciate your business and will work hard to ensure that all our products will provide you with years of reliable service.

Customer Information

First Name: Miguel

Last Name: Padilla

Address1: 1338 S Cloverdale Ave

Address2:

City: Los Angeles

State: CA

Zip Code: 90019

Country: United States

Phone: 310-804-0818

Email: miguelangelo.padilla@gmail.com

Dealer Name: A's Heating and Air Conditioning

Dealer Phone: 818-471-0712

Product Information

Serial Number: 2510175942

Install Date: 06/22/2026

Model: GR9S800604BU

Registration Date: 07/19/2026

Model Desc: MULTI POS FUR

Manufacture Date: 10/15/2025

Registered Coverage

Coverage Type	Description	Effective Start Date	End Date
All Parts	10 YEARS PARTS	06/22/2026	06/22/2036
All Parts	20 YEARS PARTS (HEAT EXCHANGER)	06/22/2026	06/22/2046

Registration Certificate

Thank you for registering your product with us. We appreciate your business and will work hard to ensure that all our products will provide you with years of reliable service.

Customer Information

First Name: Miguel

Last Name: Padilla

Address1: 1338 S Cloverdale Ave

Address2:

City: Los Angeles

State: CA

Zip Code: 90019-2806

Country: United States

Phone: 310-804-0818

Email: miguelangelo.padilla@gmail.com

Dealer Name: A's Heating and Air Conditioning

Dealer Phone: 818-471-0712

Product Information

Serial Number: 2501507930

Model: GLXS4BA4810

Model Desc: 14.3 SEER2 AC, 4.0T

Install Date: 06/22/2026

Registration Date: 07/19/2026

Manufacture Date: 01/28/2025

Registered Coverage

Coverage Type	Description	Effective Start Date	End Date
All Parts	10 YEARS PARTS	06/22/2026	06/22/2036



Miguel Padilla <miguelangelo.padilla@gmail.com>

Coil Warranty Confirmation:

Aspen Warranties <warranty@aspenmfg.com>

Sun, Jul 19, 2026 at 6:29 PM

To: miguelangelo.padilla@gmail.com

Thank you for submitting your warranty information. We will review your entry and get back with you soon.

Full Name: Miguel Padilla

Address1: [1338 S Cloverdale Ave](#)

Address2:

City, State: Los Angeles, CA

ZIP: 90019

Install Date: 2026-22-06

Model Number: CE48D3D-175L-165

Attention: *The first digit of the "Serial Number" may have been modified for internal purposes, please keep this for your records.*

Serial Number: G-25-00023866

We appreciate your submission and for choosing to do business with us.

Sincerely,

Aspen Manufacturing

www.aspenmfg.com

Warranty

Customer information

Miguel

Padilla

1338 S Cloverdale Ave

LOS ANGELES, California(CA)

90019

310-804-0818

miguelangelo.padilla@gmail.com



NPE-180A2 NG

Product information

Cascade:

Water Heater Serial Number: 2077Z25Y0349394

Fuel: ng

Replacement: New

Purpose: Residential

Installation Date: 2026-05-29

Water Treatment
Serial Number:

May you enjoy many years of comfort with your Navien condensing tankless water heater.



www.Navieninc.com

Navien NPE-2 Water Heater

15 Year Limited Warranty

Warranty Period

Navien products come with a limited warranty covering labor, parts and the heat exchanger. The following warranty periods begin to run from the date of original installation. The date of original installation must be provided to Navien, and upon request, proof of the original installation date must also be provided to Navien. When the product is installed in a new construction, the commencement date shall be dated upon which the end-user takes title to the property.

Applicable Warranty Periods

Application		Labor Warranty	Parts Warranty	H/Ex Warranty
NPE Series Water Heater (Residential)	Standard or Cont.-Recirc. ²	1 year	5 years	15 years
	Uncont.-Recirc. ³	1 year	3 years	5 years
NPE Series Water Heater (Commercial or Combi ¹)	Standard or Cont.-Recirc. ²	1 year	5 years	8 years
	Uncont.-Recirc. ³	1 year	3 years	3 years

¹**Combi** refers to a combination potable water and space heating application. Water heaters cannot be used in space heating only applications.

²**Controlled-Recirculation:** Recirculation through the water heater is controlled by either the water heater or an external aquastat.

³**Uncontrolled-Recirculation:** External pumps configured to circulate continuously through the water heater are subject to the uncontrolled recirculation warranty terms. An aquastat is the minimum pump control requirement for DHW or storage tank recirculation in order to maintain the full controlled recirculation warranty.

Warranty Claim Procedures

To obtain warranty repair service, the end user or homeowner must contact the original installer of your Navien product. If the original installer cannot be identified, the end user or homeowner may contact Navien's Technical Administration Department at (800) 519-8794. **Proof of purchase is required to obtain warranty service.**

Warranty Service

At its option, Navien will replace the defective component (part(s) or heat exchanger), in accordance with the terms of this Limited Warranty, if it fails in normal use and service during the applicable warranty period identified above. The replacement component must be Navien original factory component. Navien, at its sole discretion, may replace the product with a new or refurbished product of comparable quality and design. The replacement component or product will be warranted only for the unexpired portion of the original component's applicable warranty period. Payment for labor in completing the warranty service is subject to Navien's prior written approval and shall be subject to Navien's schedule of approved labor allowances.

Warranty Exclusions

Navien's Limited Warranty shall be void in the event of an occurrence of any of the following:

- Improper installation, failure to install in strict compliance with the Installation & Operation Manual procedures, installed by a non-licensed installer, and installation in violation of applicable rules, laws or building codes.
- Product purchased through the internet, other e-commerce channels, or any installer that obtained the product from a supplier or distributor not authorized by Navien.
- Failure to perform regular maintenance, misuse, operation at settings other than those recommended or specified, non-compliance with instructions or guidelines set forth in the User's Operation Manual.
- Modification or alteration of the product in any manner, including but not limited to, removal of any component or part, addition of any non-approved components, relocating or moving the product from its original installation site, or any accidental or intentional damage to the Product.
- Installation for non-recommended uses.
- Any damage caused by local adverse conditions including but not limited to hard water deposits, lime or mineral build-up, operating in corrosive atmospheric elements.
- Damage or problems caused by gas flow issues, electrical surges, flooding, fire, abnormal external temperature, and any other cause of damage not directly caused by a manufacturing defect.
- Installer's failure to fully comply with the warranty service and return policy procedures previously provided to installer and as is available on Navien's website. Such policies include but are not limited to the installer's failure to first contact Navien Technical Support while in front of the product for purposes of trouble shooting the identified problem or issue.
- Use of the NPE Service Water Heater for space heating only purposes shall void the warranty.
- Performance problems caused by improper sizing of the boiler, the gas supply line, the venting connection, combustion air openings, electric service voltage, wiring, fusing or any other components, parts or specifications.
- Improper conversion from natural gas to LP gas or LP gas to natural gas or attempt to operate with a type of gas not specified for the water heater.
- Any damage, malfunction or failure caused by abuse, negligence, alteration, accident, fire, flood, freezing, wind, lightning and other acts of God.
- Operating, using or storing the boiler in a corrosive or contaminated atmosphere or environment.
- Operating the water heater at water temperatures outside the factory calibrated temperature limits and/or exceeding the maximum setting of the high limit control.
- Operating the water heater when it is not supplied with potable water at all times.
- Subjecting the heat exchanger to pressures or firing rates greater or lesser than those shown on the rating plate.
- Installation at any location outside the United States and Canada.
- Removal or alteration of the rating plate.

Refer to the User's Operation Manual for complete terms and conditions.



Navien Warranty Policy for Replacement Parts Purchased for Out of Warranty Units

What is covered?

This Limited Warranty is for Navien Replacement Parts purchased “out of pocket” and installed on Navien products (“replacement parts”). Labor to remove, install or repair replacement parts is not covered by this warranty.

How long does coverage last?

Except as provided herein or in your water heater or boiler’s list of exclusions, replacement parts are warranted by Navien for one (1) year from date of purchase, regardless of whether such parts are installed on that date. In order to obtain the one-year warranty, purchase of the replacement parts must be from a Navien Inc. authorized wholesaler or dealer. This Limited Warranty is strictly limited to replacement of the part at issue. It specifically excludes any and all labor associated with the removal and replacement, as well as any resulting damage caused to the unit.

NOTE: Not all replacement parts are manufactured by Navien and replacement parts manufactured by manufacturers other than Navien may carry their own warranty. Although not all parts for the Navien units are manufactured directly by Navien, Inc, Navien provides its own warranty for all replacement parts. In these cases, the consumer must choose either to pursue warranty benefits through Navien or through the manufacturer. Benefits may not be stacked. Note that Navien’s warranty period may differ from a manufacturer’s warranty period, as may the procedure for making a warranty claim. Please review the warranty literature of the specific replacement part for more information.

What will Navien do?

Navien will replace any replacement part that is defective in materials or workmanship as set forth herein for a period of one year.

How do I get service?

0-30 days after purchase:

Any replacement part furnished by Navien Inc. and installed determined to be defective up to 30 days shall be returned to the wholesaler where purchased. Wholesaler shall handle return through Sales Orders at orders@navien.com. A sales return authorization (SRA), purchase order copy and proper documentation will be required in order to receive a refund. Only approved credit will be issued.



31-365 days after purchase:

Replacement part installed from 31 days up to one year will require an RGA, Returns Goods Authorization obtained by Navien's technical support team at 800-519-8794 option 2. An RGA number will be issued for shipping a replacement part or wholesaler pick up. Proof of purchase will be required based on product part value.

What is not covered?

All replacement parts are subject to the Warranty Exclusions listed in the Warranty of the water heater or boiler unit in which the replacement parts are being installed. Warranty exclusions vary by unit. You must refer to the Warranty of your unit for the full list of exclusions.

Limitation on warranties

No one is authorized to make any other warranties, representations or guarantees on behalf of Navien. Except as expressly provided herein, there are no other warranties, expressed or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose, which extend beyond the description of the warranty herein. Navien shall not be liable for any indirect, incidental, special, consequential or other similar damages that may arise from the use, installation, service or replacement of any accessories, or from this Warranty itself, including lost profits, injury to person or property in any degree, loss of use, diminished value, or inconvenience. Some states do not allow the exclusion or limitation of incidental or consequential damages. Accordingly, foregoing above limitations may not apply to you.

Any implied warranties of merchantability and fitness arising under state law are limited in duration to the period of coverage provided by this limited Warranty, unless the period provided by state law is less. Some states do not allow limitations on how long an implied Warranty lasts. Therefore, the foregoing limitation may not apply to you.

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



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.

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 or over the phone at 800-519-8794 option 3. Labor claim documents can be submitted to 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, 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, 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.

- h. As newer generations of units replace older generations, adjustments to the replacement unit being authorized will be made as necessary. The size of the replacement unit being authorized will remain the same (i.e 180, 210, 240, etc), but the model type may be upgraded when the unit authorized for replacement is no longer available. If the Wholesaler does not know which replacement unit to provide, they must contact Navien to gather this information. Navien will not be responsible for the price difference if the wrong replacement unit is provided to the Service Provider. Navien's credit memo will reflect the price the Wholesaler paid to Navien for the replacement unit that was authorized.
- 6. Direct Returns by Service Provider: When a part or unit is approved through the Warranty Claim Procedures detailed above, and the part or unit is being shipped out directly from Navien:
 - a. Unit Returns by a Service Provider: In limited circumstances, Navien may ship the replacement unit authorized, instead of it being picked up from a Wholesaler. Only in these cases can the Service Provider return the unit directly to Navien. A credit card number and authorization (or other security or collateral) will be required to ensure the defective unit is returned to Navien. This will only be used if the defective unit is not returned to Navien within 7 business day. For assistance returning a unit directly to Navien, the Navien Returns Team should be contacted. All other returns must go through the Wholesaler where the replacement unit was picked up.
 - b. Part and Heat Exchanger Returns by a Service Provider: In most cases, Navien ships parts and heat exchangers to Service Providers directly. If the shipment Navien sends comes with a Return Shipping Label, then the defective parts and/or heat exchanger should be sent back to Navien using that label. If no return shipping label was included, then Navien does not require the part or heat exchanger back.
 - c. All procedures set forth herein must still be followed
- 7. Other Terms and Conditions: End User, Wholesaler, and Service Provider hereby agree to the following additional terms and conditions:
 - a. Wholesaler should not settle any warranty claims directly with Service Provider as all warranty claims and claims for payment of service fees must be submitted by Service Provider directly to Navien and settled directly between Service Provider and 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.

Revised September 2, 2022