



Clivet Group UK Ltd Heat Pump Warranty Terms & Conditions

Clivet extended warranty is based upon the unit being installed, commissioned, and serviced annually by a Clivet approved installer.

Failure to register the installation will result in equipment being subject to the standard 12 month parts only warranty.

- 1.1. The installer must register the installation within 28 days of the date of install by supplying the following information:
 - 1.1.1. Completed commissioning form
 - 1.1.2. Wiring and pipework schematic of the system
 - 1.1.3. Pictures of the installed unit showing wiring connections and unit clearances
 - 1.2. Clivet warranty will provide free of charge replacement parts from recorded date of delivery for a component failure due to a manufacturing fault for upto 7 years
 - 1.3. Warranty policy will be void should a failure be due to any one of the following:
 - 1.3.1. Failure to register the installation
 - 1.3.2. Non Clivet parts installed
 - 1.3.3. Incorrect installation, incorrect application, incorrectly commissioned (e.g., low loss header must be installed, system must meet the minimum water volume requirements, water strainer must be installed, unit must have a suitable water flow rate and water quality etc.)
 - 1.3.4. Accidental / deliberate damage, neglect, or normal wear and tear
 - 1.3.5. Failure to register a record of service at least once per annum
 - 1.3.6. Equipment operation outside of published operating limits
 - 1.3.7. Maintenance carried out by non Clivet approved providers
 - 1.4. Labour allowance for fitting parts: In some instances, a labour allowance will be offered by Clivet Group UK Ltd for the fitting of the warranty replacement part by others.
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2. Warranty Procedure
 - 2.1. Customer to submit an official Clivet request for replacement parts
 - 2.2. Claims against equipment that has not been registered, or with no record of maintenance will not be processed
 - 2.3. Replacement parts will be shipped to the customers registered address
 - 2.4. Clivet Group UK Ltd may request the failed part be returned for analysis prior to accepting free of charge warranty replacement. In this instance an order for the spare part would be required and credit made once warranty has been agreed.

3. Liability

- 3.1. The above warranty is given by the Seller subject to the following conditions;
- 3.1.1. The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing design or specification supplied by the Buyer;
 - 3.1.2. The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval
 - 3.1.3. The Seller shall be under no liability under the warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
 - 3.1.4. The warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller
 - 3.1.5. The warranty shall not extend to Goods which have been installed, commissioned, repaired or altered by anyone other than the Seller's representatives or authorised agent.
 - 3.1.6. Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
 - 3.1.7. Where the Goods are sold under a consumer transaction the statutory rights of the Buyer are not affected by these Conditions.
 - 3.1.8. Any claim by the Buyer which is based on any defect in the quality of condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
 - 3.1.9. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
 - 3.1.10. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of misrepresentation (unless fraudulent), tort (including negligence), breach of Contract, or breach of statutory duty, for any: a) loss of profits (whether direct or indirect) b) loss of goodwill c) loss of business or business opportunity or d) indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (in each case whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale

by the Buyer. To the extent not so excluded, the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.

3.2. Substitutions

3.2.1. In the event of non-availability of materials, the Seller reserves the right to use suitable alternative materials, or parts where possible. Such substitutes shall be accepted by the Buyer in full satisfaction and performance of the Contract or that part thereof for which it is a substitute as the case may be. In the event that the Seller is unable to obtain a satisfactory substitute its obligations to complete performance of the Contract shall upon notification in writing to the Buyer be suspended until such time as the unavailable materials, parts, labour force or suitable substitutes become available.