



c/o Thermotec Ecosystems Ltd  
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## WARRANTY

Thermotec Ecosystems Ltd, on behalf of Heizomat GmbH, warrants that it will repair or replace, at its option, without charge, any defective Heizomat boiler body during the first five years after delivery or malfunctioning component thereof during the first two years after delivery that is found to have failed due to manufacturer's defect.

In order to ensure your long term satisfaction with our Heizomat products, it is strongly recommended that the Heizomat boiler and associated components, be maintained in accordance with the maintenance procedures listed in the owner's manual.

### TERMS OF WARRANTY

In these conditions, unless the context requires otherwise: "Supplier or Thermotec" refers to Thermotec Ecosystems Ltd. "Buyer" means the company, firm, body or person purchasing the product; "Product" means the goods sold to the buyer under the contracts; "Writing" includes facsimile and e-mail.

#### 1. SERVICES TO BE PROVIDED

This contract provides the following

1.1 Technical help and support by telephone between the hours of 8.45am and 4.45pm. Monday to Friday, exclusive of observed Holidays (normal working hours). The Thermotec shall have no obligation to provide any services to the Buyer outside normal working hours. Phone calls are charged at the normal rate.

##### Return to Base Warranty

Repair or replacement of faulty products (as deemed appropriate by Thermotec) At the Supplier's premises or the premises of any subcontractor appointed by Thermotec for the purpose of repairs. Thermotec shall also credit any reasonable costs associated with the transportation of the products to their premises, or other premises as indicated by them.

##### OR 1.2 On-Site Warranty

Repair or replacement of faulty products (as deemed appropriate by Thermotec) at the Buyer's premises, during normal working hours, and all costs associated with travel to and from the Buyer's premises. Additional costs outside these areas will be the responsibility of the Buyer. The Supplier shall make best endeavours to ensure that within 5 working days following notification of the fault to the Supplier.

1.3 The provision of spare parts; these will be provided on an exchanging basis.

1.4 The services may be provided by the Thermotec's employees or by subcontractors engaged by Thermotec for the performance of the services.

#### 2. LIMITATIONS

The warranty covers the Heizomat product's and flue system provided that all equipment has been installed in accordance with the installation instructions provided. The warranty Does Not Cover consumables or service items.

The warranty will be invalidated if any of the terms and conditions of warranty are not met. This includes if the product is installed incorrectly or in an unsuitable position, or if the customer does not provide proper adequate maintenance. Please read the documentation that came with your product, as it details these conditions.

#### 3. CHARGES

3.1 If the Services are requested without any reasonable justification, whether during the Warranty Period or otherwise, by reason of any defect in or malfunction of the product due to causes not covered by Warranties, the Buyer shall be liable to pay the Thermotec's standard charges from time to time in force for such Services.

3.2 All charges and other sums payable by the Buyer under the Contract are exclusive of any applicable value added tax, which shall be additionally payable by the Buyer together with charge or sum in question.

#### 4. WARRANTIES & LIABILITIES

4.1 Subject to the provisions set out below, Thermotec warrants that during the Warranty Period the Product will perform substantially in accordance with the written specification and the services will be performed with reasonable care and skill by qualified and approved personnel.

4.2.1 The Supplier shall be under no liability in respect of any defect in the Product arising from any drawing, design or specification supplied by the Buyer.

4.2.2 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear,

willful damage, negligence, abnormal working conditions, or failure to follow the Supplier's instructions (whether oral or in writing) including but without limitation:

- (a) electrical work external to the product
- (b) transportation or relocation of the Product not authorised in writing by the supplier
- (c) any error or omission relating to the operation of the Product and not in accordance with the provision of the manual provided by the Supplier.
- (d) any modification, adjustment or repair to the Product made by a third party without the written consent of the Supplier
- (e) the subjection of the product by the customer to unusual physical, or electrical stress or any failure or fluctuation of electrical power or other environmental controls or;
- (f) any other cause which is not due to neglect or default of the Supplier's, its employees agents or subcontractors.
- (g) the subjection of the Product by the Customer to duty cycles in excess of those quoted for the product.

4.3 The Supplier shall be under no liability under this Warranty (or any other warranty, condition or guarantee) as is given by the manufacturer to the Supplier.

4.4 The above warranty does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Buyer shall only be entitled to the benefit (if any) of any such warranty or guarantee as is given by the manufacturer to the Supplier.

4.5 Except where the Products are sold to a person dealing as a consumer all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

4.6 Where the Products are sold under a consumer transaction the statutory rights of the Buyer are not affected by these provisions.

4.7 The liability of the supplier shall not exceed the price of the Product and / or Services, except in the case of death or personal injury caused by the Supplier's negligence. The Supplier shall not be liable for any loss of profit or consequential damage or any other claim for compensation.

## 5. INDEMNITY

The Buyer shall indemnify and keep the Supplier indemnified against all loss, damage, costs and expenses awarded or incurred by the Supplier in connection with any breach by the Buyer of these provisions, the Contract and/or the Conditions.

## 6. BUYERS OBLIGATIONS

6.1 The Buyer shall:

- 6.1.1 at all times keep the product in the environmental conditions recommended by the Supplier;
- 6.1.2 not move the product from the location without obtaining the prior written consent of the Supplier;
- 6.1.3 use the product only in accordance with the Supplier's instructions as to the use and operation of the product as may be set out in the Supplier's manual, and
- 6.1.4 not allow any person other than the Suppliers representative and subcontractor to adjust or repair any part of the Product.

6.2 The Buyer shall ensure that the Thermotec's representative or subcontractor have full and free access to the Product and to any records of its use kept by the Buyer to enable Thermotec to perform its duties.

6.3 The Buyer shall provide Thermotec with such information concerning the Product, its application use, location and environment as Thermotec may reasonably request to enable it to carry out its duties

6.4 the Buyer shall take all such steps as may be necessary to ensure the safety of any of Thermotec's representatives who visit any premises of the Buyer.

6.5 the Buyer shall provide at all times routine day to day maintenance and care of the Product in accordance with the instructions set out in the Manual and other documentation relevant to the Product.

## 7. SPARE PARTS AND REPLACEMENTS

7.1 Thermotec shall use all reasonable endeavours to supply spare parts and components required to repair the Product. The Buyer acknowledges that spare parts replaced under this provision may be new or refurbished items equivalent in performance.

7.2 All spare parts and replacement components supplied by Thermotec shall become part of the Product and any parts and components removed from it shall become the Thermotec's property.

## 8. FORCE MAJEURE

Thermotec shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Supplier's obligations in relation to the Product and/or Services if the delay or failure was due directly or indirectly to any cause beyond Thermotec's reasonable control, flood, fire or accident, war or threat of war, terrorism act, of any kind on the part of any governmental, parliamentary or local authority embargoes, strikes, lockouts and difficulties in obtaining raw materials, labour, fuel, parts or machinery.

## 9. GENERAL

9.1 Thermotec may assign, subcontract or otherwise transfer or purport to assign, subcontract or transfer its rights and obligations

9.2 The Product is to be located in a safe area and the Buyer shall comply with all statutory safety regulations.

9.3 The provisions set out in the Warranties together with the conditions in force from time to time and the Contract represent the entire understanding and agreement between the two parties in connection with the services and / or the Product and no variations of such agreement shall be binding unless agreed in writing between authorised representatives of Thermotec and the Buyer.

10. NOTICES

10.1 Any notices or other communication to be given under these conditions must be in writing and may be delivered personally or sent by post facsimile, or electronically.

10.2 Any notice or document shall be deemed to have been served immediately if delivered personally or within 48 hours if sent by post, facsimile or by e-mail.

11. INVALIDITY

The invalidity, illegality or unenforceability of any provision of these conditions shall not affect the other conditions.

12. LAW AND JURISDICTION

Scottish law shall govern the Contract and the parties must submit to the exclusive jurisdiction of the Scottish Courts