

# WARRANTY

## 1 OTHER WARRANTY RIGHTS AND NATIONAL LAW

This warranty does not exclude or limit the buyer's statutory rights provided by national law, in particular, any such rights against the seller that arise from a legally effective purchase contract.

The warranty regulations mentioned herein are applicable unless they constitute an infringement of national warranty law.

This warranty does not diminish your rights under the Consumer Guarantees Act 1993.

## 2 WARRANTY

1. A warranty of five (5) years is provided for all heat pumps supplied provided they are installed in accordance with the requirements of [warmth.nz](http://warmth.nz) and with an approved installer, in accordance with the warranty regulations described below. If the products show any defects within the specified warranty period that are excluded from this warranty as described under section 5, [warmth.nz](http://warmth.nz) shall, at its discretion, charge the customer for the additional cost of these parts.

2. If the warranty claim proves to be justified, the product will be returned to the user freight prepaid.

3. Warranty claims other than those indicated above are expressly excluded.

4. Warranty provisions are invalid if any payments remain unpaid on the contract.

## 3 WARRANTY EXTENSIONS

1. In the case of Pert pipe installed in slab an extended warranty of fifty (50) years applies provided it is installed in accordance with the requirements of [warmth.nz](http://warmth.nz) and with an approved installer.

## 4 RETURN/REPAIR AUTHORIZATION NUMBER

1. To obtain warranty service, the buyer (or his authorized dealer) must call [warmth.nz](http://warmth.nz) during normal business hours **BEFORE** any work commences or returning of the product. All inquiries must be accompanied by a description of the problem. [warmth.nz](http://warmth.nz) will then issue a return/repair authorization number. Goods will be returned at buyer's expense if not accompanied with all the relevant information.

2. Subsequently, the product must be returned, together with the return authorization number to the address indicated by [warmth.nz](http://warmth.nz).

## 5 WARRANTY REGULATIONS

1. Warranty services will be furnished only if the product is accompanied by a copy of the original retail dealer's invoice. Any product deemed eligible for repair or replacement under the terms of this warranty will be repaired or replaced at the discretion of [warmth.nz](http://warmth.nz).

2. If the product needs to be modified or adapted in order to comply with applicable technical or safety standards on a national or local level, in any country which is not the country for which the product was originally developed and manufactured, the modification/adaptation shall not be considered a defect in materials or workmanship. The warranty does not cover any such modification/adaptation, irrespective of whether it was carried out properly or not. Under the terms of this warranty, [warmth.nz](http://warmth.nz) shall not be held responsible for any cost resulting from such a modification/adaptation.

3. Free inspections and maintenance/repair work are expressly excluded from this warranty, (i.e. clogged condensate drain, low batteries in the controllers, resetting or adjusting the temperature or programmes after the initial customer induction) in particular, if caused by improper handling of the product by the user. This also applies to defects caused by normal wear and tear, in particular, of valves, gauges, actuators, and control equipment.

4. Damages/defects caused by the following conditions are not covered by this warranty:

- Improper handling, neglect or failure to operate the unit in compliance with the instructions given in the [warmth.nz](http://warmth.nz) user or service manuals.
- Connection or operation of the unit in any way that does not comply with the technical or safety regulations applicable in the country where the product is used.
- Damages/defects caused by force majeure or any other condition that is beyond the control of [warmth.nz](http://warmth.nz).

5. Product failure due to power cuts and power surges are not covered by this warranty. Surge protection is the responsibility of a homeowner and may be covered under the home contents insurance policy.

6. Any repair or opening of the unit carried out by unauthorized personnel (user included) will **void** the warranty.

7. If an inspection of the product by [warmth.nz](http://warmth.nz) shows that the defect in question is not covered by the warranty, the inspection costs are payable by the customer.

8. Products which do not meet the terms of this warranty will be repaired exclusively at the buyer's expense. [warmth.nz](http://warmth.nz) will inform the buyer of any such circumstances. If the buyer fails to submit a written repair order within 6 weeks after notification, [warmth.nz](http://warmth.nz) will return the unit C.O.D. including freight and packing. Such costs will also be invoiced when the buyer has sent in a written repair order.

## 6 WARRANTY TRANSFERABILITY

This warranty is extended exclusively to the original buyer (customer of the retail dealer) and is not transferable to anyone who may subsequently purchase this product. No other person (retail dealer, etc.) shall be entitled to give any warranty promise on behalf of [warmth.nz](http://warmth.nz).

On application in writing by the Customer, the Company may, at its discretion, transfer the warranty if the house is sold within 12 months of the installation.

## 7 CLAIM FOR DAMAGES

Failure of [warmth.nz](http://warmth.nz) to provide proper warranty service shall not entitle the buyer to claim (consequential) damages. In no event shall the liability of [warmth.nz](http://warmth.nz) exceed the invoiced value of the product.

## 8 LIMITATION OF LIABILITY

To the full extent permitted by law, [warmth.nz](http://warmth.nz) will in no circumstances be liable to the Client for any loss, damage or expense, sustained or incurred, by the Client or any other party, whether direct or indirect, special or consequential, howsoever caused, arising directly or indirectly out of any act or omission by [warmth.nz](http://warmth.nz).

[warmth.nz](http://warmth.nz)'s liability to the Client, if any, in contract, tort or otherwise, will be limited to the cost of repair or replacement of the relevant part, and in the case of Services, to the invoice value of the relevant Service, and in all instances any liability shall be reduced by the extent to which the Client contributed to the costs or loss.