

# EcoGen Hot Water Heat Pump Cylinder Warranty



## 1. The parties

Towelrads.com Limited (Company Registration Number 04906064 hereinafter referred to as 'we', 'our', or 'us') is giving a warranty for the UPOWA EcoGen Hot Water Heat Pump Cylinder, hereinafter referred to as the 'unit'. The terms 'you' and 'your' as used in this document refer to the owner of the unit.

## 2. Your Legal Rights

This warranty provides you specific contractual rights in addition to your legal rights. This warranty does not affect your consumer legal rights and if you experience any defects with your unit, you may choose whether to claim under the warranty or under your consumer legal rights.

## 3. Warranty

### 3.1 Registering this warranty

You must register this warranty within 28 days following your unit's installation date ("Registration Deadline").

To register, please use the link here: <https://towelrads.com/register-warranty/>. Failure to do so will mean you are unable to claim under this warranty. Alongside registration, you must keep copies of all installation certificates for your unit.

### 3.2 What is covered within this warranty?

This warranty covers normal and reasonable use of the unit and any defects in material or workmanship. The warranty only applies to units purchased and used within the United Kingdom. The warranty period shall be:

- a period of two (2) years for the unit's heat pump;
- a period of five (5) years for the unit's cylinder;
- for units installed less than 200m from the coast: a period of one (1) year for the unit's heat pump and a period of two and a half (2.5) years, for the unit's cylinder.

Provided the warranty is registered within the Registration Deadline, the relevant warranty period starts on the date of registration of the warranty (the "**Warranty Period**").

If a valid claim is made under the warranty, during the Warranty Period we will cover:

- Repairs to or replacement of the unit required as a result of faulty materials, defective components or manufacturing defects;
- Functional replacement parts to repair a unit; and/or
- The costs of a qualified engineer or UPOWA approved contractor to carry out the repair or replacement.

#### **4. Transfer**

Upon a change in ownership of the address registered on the warranty, the warranty automatically transfers to the current owner. Any remaining amount of the Warranty Period will apply to the new owner and the Warranty Period will not re-commence. Please note that any acts and/or omissions by a previous owner in relation to a unit during the Warranty Period will be deemed to be your acts and/or omissions for the purposes of this Warranty and may therefore impact on your ability to claim under this Warranty.

#### **5. Warranty limitations**

##### **5.1 What is not covered within this warranty?**

- This warranty does not guarantee the unit will never fail or malfunction.
- Any issues raised by you after the Warranty Period will not be covered.
- Any remaining term of the Warranty Period following repair or replacement of a unit will apply to the repaired or replaced unit. Any repair/replacement required will not extend or restart the Warranty Period.
- This warranty does not apply to graded sales (i.e. where the unit is purchased as a “second” or “refurbished good”).
- To make a valid claim under the warranty, the serial number must be legible on your unit.
- Any damage caused during transit and/or delivery
- Replacement or repair of any cabinet or cosmetic parts, including but not limited to control knobs, flaps and handles. Replacement or repair of items or accessories such as supply cables, switches or spur units, consumer units, any other associated electrical equipment, pipework, ducting and any components not supplied by us.
- Wear and tear, including but not limited to discoloration, scratches and similar cosmetic degradation.
- Accessories and/or consumable items, including but not limited to bulbs, fuses, transducers, filters or any other consumable part as defined by us
- Repairs, replacements or engineer callouts required as a direct or indirect result of:
  - Not performing a mandatory annual service on the unit’s cylinder;
  - Accidental damage, misuse or abuse of the unit;
  - Any installation, re-location, re-installation, repair or attempted repair or alterations of the cylinder part of unit by anyone without a HWSS Qualification, Water Regulations Certificate;
  - Any installation, re-location, re-installation, repair or attempted repair or alterations of the refrigeration part of unit by anyone who is not a fully qualified F-Gas Engineer;
  - Installation requirements not being followed;
  - The installation parameters not meeting the requirements of the unit, instructions provided by us and/or any relevant regulations;

- Installation or use of the unit where such installation or use fails to meet the requirements set out in this warranty or the installation manual;
- Repairs or replacements of a unit operated at any time on commercial or non-residential premises (unless we have previously agreed to the installation environment);
- Any issues caused by circumstances outside our reasonable control including but not limited to an inadequate supply of required services such as electricity or water, exposure to chemicals, water supply distributions, water quality issues, natural disasters, fire, lightning, acts of war, civil unrest, weather, electrical outages or power surges ;
- Any issues caused by faulty electrical connections, including those caused by not following the wiring diagrams;
- Damage caused by frost or limescale;
- Electric products not being used on the supply circuit or voltage printed on the rating plate;
- Use of the unit other than as recommended by us;
- The unblocking of drainage channels or similar related to your property's plumbing; and/or
- Corrosion of any part of the unit caused by direct exposure to salt water.

## **5.2 Our Liability**

This warranty is limited to the cost of repairing or replacing the unit. To the extent permitted by law, Towelrads does not accept and will not be held liable for any financial loss incurred in connection with the failure of any unit to operate in accordance with the expected standards. Such financial loss includes but is not limited to loss arising from:

- Damage to property
- Time taken off work
- Business losses
- Any loss or damage not foreseeable and is not caused by any breach or negligence on our part
- Costs of an interim solution whilst awaiting unit repair or replacement
- General compensation for inconvenience

## **5.3 Deadline for claims, and maintenance**

If a fault is discovered, either immediately following installation or at a later date, the installer or owner must contact us immediately after the fault/defect was identified, using the contact details below.

## **5.4 Transactions with the developer, etc.**

We shall not be liable for any rights you may have in transactions between you as purchaser and your developer or installer.

## **6. Making a claim under this warranty**

To make a claim, please contact us via [warranties@towelrads.com](mailto:warranties@towelrads.com) and specify in writing a description of the loss of function and:

- When the unit was installed,
- Where it is currently installed,
- Your unit's serial number, and
- The name of the installer.

Your claim will be processed by us, and we reserve the right to request additional documentation. If we assess a valid claim has been made under the warranty, we will at our option elect to replace or repair the unit. We will settle approved claims as expediently as possible.

Before a repair or replacement can be approved, the unit must be sent to us for further investigation and fault diagnosis. If the cause of loss of function is revealed to be outside the warranty, you will be obliged to pay costs of replacement, re-installation and/or delivery. If the defect is covered by the warranty, we will send you a new unit, and all carriage costs will be paid by us including the cost of a qualified engineer or approved contractor to carry out the replacement.

The repair and replacement of the unit (or any parts) must be to the address registered on the warranty. We reserve the right to change the method by which we may provide the warranty service to you (i.e. replacing the unit rather than repairing).

If we choose to replace the unit (at our sole election) we may do so with the closest available product.

### **7. Changes**

We reserve the right to transfer this warranty to another company affiliated within our group if we consider this appropriate. Information regarding any such transfer will be published on our website, but no additional notifications will be made.

### **8. Important Information**

Possession of a copy of these terms and conditions does not necessarily mean that a unit has the benefit of this warranty. If you have any questions, please contact us.

We reserve the right to terminate the warranty if our staff or representatives are subjected to physical or verbal abuse in the course of carrying out their duties.

We give no guarantee as to response and remediation times for repairs or replacements under this warranty.