

## TEV Limited Warranty Policy (Marstair)

### Part Only Warranty

A '**Parts only**' warranty covers the cost of the replacement for any mechanical components which fail (*due to manufacturer fault ONLY*) within the 5-year (*60 months*) warranty period, causing breakdown or compromised performance. All diagnosis and subsequent repair must be carried out by a qualified engineer.

For the warranty to be valid, all parts will need to be returned for diagnostic checks. (*Parts deemed not faulty by TEV Ltd will be counter charged back to the installer*)

Should any part/s be deemed unfit for use upon engineer attendance, we will arrange for replacements parts to be sent to the original delivery address of the equipment, free of charge. For the warranty to be valid, all diagnosis and subsequent repair must be carried out by a qualified engineer.

Any costs incurred for engineer's visit, diagnosis and replacement of malfunctioning parts will be wholly payable by the customer.

On any occasion that a Marstair engineer is in attendance, should any part/s be found to be compromised due to installation error, misuse or failure to service and maintain the appliance in accordance with manufactures instructions (*anything other than technical failure*), all costs incurred for replacement parts and engineer's services will be payable by the customer.

### Components of the Warranties Cover

Commercial warranties offer cover within the stated period for any mechanical component failing due to manufacturer fault.

This does not include perishable, **wear and tear** items such as bulbs, seals, handles or hinges due to the repetitive high use that these parts are subjected to.

External damage such as panels, doors, fascia's can only be replaced if the damage occurred during delivery. Equipment should be checked at time of delivery, before being signed for. When this isn't possible, equipment should be signed for as '*unchecked*', any subsequent claims must be logged, and the supplier notified within 24 hours of delivery. Any claim made after this will not be covered.

### Making a Warranty Claim

**Stage 1:** During the engineers visit, they will ascertain the cause of the problem and after they have spoken to our Technical Helpdesk to confirm diagnosis, complete a report detailing any issues. The call-out fee **will not** be covered by your warranty and no claim will be supported without prior notice to our technical helpdesk in the first instance.

**Stage 2:** The engineers report must be submitted to the supplier. Model & Serial number (*Picture of data badge*) where the problem is deemed to be an electro-mechanical issue. They must also confirm their FGAS registration number to us for verification. Replacement parts will be dispatched to the original delivery address. The cost of this will be covered by warranty.

**Stage 3:** A qualified engineer should return to site to fit replacement parts. The cost of this call-out, again, **will not** be covered under warranty.

**Stage 4:** As a manufacturer TEV Ltd will require faulty parts to be returned, the cost of which *may* need to be covered by the customer.

**Please Note:** Replacement part/s will not be dispatched by the manufacturer without a valid engineer's report. The cost of any replacement part/s deemed to be damaged through misuse or anything other than manufacturer fault, will not be covered under warranty and the customer will be liable to cover costs.

## Terms and Conditions

All warranties are subject to terms and conditions, all of which you should be aware of before making a purchase. This avoids any unwelcome surprises after purchase, should an issue arise.

Your warranty, whether parts only or parts and labour will only cover problems arising through manufacturer fault and will not cover factors out of the control of the manufacturer or distributor e.g. incorrect installation, misuse, lack of maintenance or natural wear and tear etc.

It is the responsibility of the customer to ensure that recommended cleaning, maintenance and service is carried out regularly. Equipment must only be used for what it was designed for with the suitable air flow around the exterior and interior of the appliance. Correct installation must have been carried out by a qualified engineer and any recommended additional equipment should be used.

## Warranty Cover

Please note, warranties will only apply if the equipment is situated in the UK mainland and does not apply to marine & offshore appliances and installations.

## Extent of Warranty

- a) TEV Limited (*the "Seller"*) warrants that all equipment, components and materials (*the "Goods"*) supplied and/or manufactured by it shall be free from defects in material and workmanship during the Warranty Period (*as defined below*) (*"the Warranty"*). Unless otherwise agreed in writing by the Seller the Warranty is given to the original Purchaser only.
- b) The Warranty provided by the Seller shall commence, as specified in the Purchase Order, from the date of delivery of the Goods to the final site destination or to a storage facility, or in case of collection from the date of written notice by the Seller advising readiness of collection. The Warranty shall continue for a period of 60 months from delivery (*unless a different period is agreed in writing*) (*"the Warranty Period"*).
- c) Subject to hereinabove set, the Seller will, as it in its sole discretion sees fit, repair or replace defects in the Goods (*or any part thereof*) manufactured by the Seller within the Warranty Period, or refund to the Purchaser the purchase price of the Goods (*or proportionate part*

thereof), in which case it shall have no further liability to the Purchaser. The Seller's liability to the Purchaser is limited to the lesser of the cost of correcting defects in the Goods or returning to the Purchaser the original purchase price of the Goods.

## Conditions of Warranty

- a) The Warranty is subject to TEV Limited Standard Terms and Conditions of Sale (*available online at <http://www.marstair.com/terms-and-conditions>*). The Seller's duty to perform under this or any warranty may be delayed, at the Seller's sole discretion, until the Seller has been paid in full for all products or goods purchased.
- b) A claim by the Purchaser based on defect in the Goods must be notified to the Seller within ten (10) working days from the date of delivery, or where the defect was not apparent on reasonable inspection, within thirty (30) days from discovery of such defect.
- c) The Seller shall not incur any liability unless the Purchaser provides the Seller promptly with all information concerning the Goods, such defect, and the use, installation, operation, maintenance and storage thereof since their delivery as the Seller may reasonably request.
- d) The Seller reserves the right to inspect the Goods (*or any part thereof*) in situ or to request the return of defective Goods (*or any part thereof*) at the Purchaser's cost prior to accepting a claim under this Warranty.
- e) The cost of removing or dismantling the defective part, and its carriage to and from the Seller's premises and its reinstallation shall be borne by the Purchaser.
- f) The costs incurred by the Seller investigating, locating or rectifying a defect in the Goods (*or part thereof*), which is later established to fall outside the scope of this Warranty, shall be reimbursed to the Seller by the Purchaser at cost.
- g) The Warranty will not be available for any Goods or part thereof unless and until the Seller has satisfied the Goods have since delivery been used, installed, operated and maintained in accordance with good engineering practice and printed instructions by the Seller for maintenance and operation.
- h) The Warranty will be void where the Goods have been subjected to misuse, misapplication, negligence, accidents, damage, abuse, improper storage, and abnormal use or service, or the Goods (*or any part thereof*) have been modified, tampered with, repaired or dismantled without the Seller's prior written consent, or where the original operation limits are exceeded, or changed.
- i) This Warranty constitutes the Purchaser's sole remedy. It is given in lieu of all other warranties, express or implied. There is no implied warranty of merchantability or fitness for a particular purpose.

Notwithstanding any other terms of any agreement between the Seller and the Purchaser, in no event and under no circumstances shall the Seller be liable for incidental, indirect, special or consequential loss or damage, howsoever arising.