

Workmanship Warranty Form

Thermal Earth Ltd
Unit B Capel Hendre Industrial Estate
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Workmanship Warranty

- 1. We warrant to you that the installation will be carried out by appropriately qualified and trained personnel. They will use a level of reasonable care and skill as it is reasonable for you to expect. The warranty period for the installation services shall be 2 (two) years from completion of the installation services.
- 2. If you make a valid claim about our service in accordance with our terms and conditions, we may arrange for the relevant products to be reinstalled by any of our registered or approved installers, or refund to the customer the charge for the relevant part of the installation service (or a proportionate part of such charge).
- 3. This warranty will only apply:
 - If the product has been installed by us and has been properly used and maintained throughout the warranty period;
 - If you have informed us of the alleged defect within the warranty period and within a reasonable period of discovery.
- 4. You will promptly provide all information and support including access to site and services that are reasonably necessary to enable us to evaluate any alleged defect and to perform its obligations under this warranty.

You will ensure that all premises, plant, power, fuel support services and other inputs that you provide for the installation and use of the products are reasonable, are fit for purpose and will be properly used and provided.

- 5. Any dispute as to whether a defect is covered by this warranty shall be immediately referred at the request of either party to the Renewable Energy Consumer Code scheme (RECC) Conciliation Service as detailed in sections 9.1 and if necessary 9.2 of the Renewable Energy Consumer Code.
- 6. Where we have installed a system in a property that is sold within the warranty period the warranty will pass to the new legal owner of the property. It may not be transferred to or exercised by any third party.
- 7. This warranty is governed by English law and the English courts or by the law and the courts governing where your property is, if this is outside England or Wales.
- 8. Most products supplied by us come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the products is notified to us by you in accordance with our terms and conditions, we will liaise with the manufacturer and use all reasonable endeavours to secure a replacement of the product (or the part in question), or a refund of the price of the product (or a proportionate part of the price). This warranty does not replace or limit your legal rights to bring a claim against us as the retailer of the goods supplied