

MANUFACTURER'S GUARANTEE TERMS AND CONDITIONS

EDITION JULY 2022

1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions under which we offer a Manufacturer's Guarantee on our products (as defined in these Terms) to you (the customer). We may change these Terms from time to time.
- 1.2 **Why you should read them.** These Terms set out the scope of your Guarantee and contain details of how to submit a claim under this Guarantee. It is important that you read these Terms carefully.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Bosch Thermotechnology Ltd, a company incorporated in England and Wales with company number 01993294, and our registered office address is at Cotswold Way, Warndon, Worcester, WR4 9SW United Kingdom (**Bosch**). Our registered VAT number is 488160323.
- 2.2 **How to contact us.** You can contact us and/or submit a claim under this Guarantee as follows:
- 2.2.1 by telephoning our Customer Care Team on 0330 1232552 (open Mon-Fri 7am-8pm, Sat 8am-5pm, Sun 9am-12pm and on bank holidays 8am-4:30pm except for Christmas Day where the line will be closed; the opening times may be changed from time to time as published on our website www.worcester-bosch.co.uk/support. Please check with your network provider for costs associated with calling this number); or
- 2.2.2 by completing our appointment request form at: <https://www.bosch-thermotechnology.com/gb/en/commercial-industrial/knowledge/make-an-enquiry/>; or
- 2.2.3 by writing to us at Bosch Thermotechnology Ltd Cotswold Way, Warndon, Worcester, WR4 9SW.
- 2.3 **EMERGENCIES. If you smell gas or are worried about gas safety, please phone the National Gas Emergencies number on 0800 111 999. Only use a mobile phone from outside the property.** The number is free and available 24 hours a day.
- 2.4 **Interpretation of these Terms.** When we use the words "writing" or "written" in these Terms, this includes emails and text messages. "We", "us" or "our" refers to Bosch.

3. THE MANUFACTURER'S GUARANTEE

- 3.1 **The covered Products.** Products covered under this guarantee (the **Guarantee**) are commercial heating, hot water, and air conditioning appliances and components that are manufactured by Bosch and/or branded 'Worcester', 'Bosch' or 'Buderus' and provided we supply them in the United Kingdom and the Republic of Ireland (the **Product**). For the avoidance of doubt, Products purchased in the United Kingdom and the Republic of Ireland which are subsequently installed in locations outside of these

countries (such as the Isle of Man and the Channel Islands) are not covered by this Guarantee.

- 3.2 The covered defects.** We will, at our sole discretion and free of material and labour charges, repair or replace components of the Product that are faulty or defective in material or manufacture, provided you submit a claim in respect of the defect during the Guarantee period (see clauses 3.3 and 3.4). We will not reimburse third party costs for repair and replacement unless we have authorised such works in advance and in writing. The Guarantee does not include the cost or provision of annual servicing.
- 3.3 Commencement of the Guarantee.** The Guarantee period will commence from the date of commissioning, provided the Product is installed and commissioned within six months of the Product's date of manufacture. Otherwise, the Guarantee period will commence six months after the Product's date of manufacture.
- 3.4 Duration of the Guarantee.** The duration of the Guarantee will vary depending on its type, its use (see clause 4.1.4) and the accreditation of your installer. To see the Guarantees we currently offer, please contact us or visit our website at www.bosch-industrial.co.uk/guarantee/lengths.

If your Product was registered some time ago, you can confirm the remaining duration of your Guarantee by calling our Customer Care Team on 0330 123 9339 or visit <https://www.worcester-bosch.co.uk/guarantee-check>.

The Guarantee period will not be extended following a repair or replacement under this Guarantee.

- 3.5 Who can make a claim under the Guarantee.** Only the owner of the Product can make a claim under the Guarantee.
- 3.6 Ownership of replaced parts.** If we replace any component or product, the part or product removed will become our property.
- 3.7 Your statutory rights are not affected.** The Guarantee is in addition to, and does not substitute, exclude nor limit any statutory rights you have against us and/or the seller or installer of the Product.

4. GUARANTEE CONDITIONS AND EXCLUSIONS

- 4.1 The Guarantee conditions.** The Guarantee is conditional upon the following and non-compliance at any time may (in our sole and absolute discretion) reduce, limit or invalidate the Guarantee:
- 4.1.1** The Product must be correctly installed and commissioned by a competent and officially certified installer (e.g. Gas Safe, OFTEC, MCS) in accordance with the manufacturer's instructions, applicable legal requirements and industry standards;
 - 4.1.2** The Product must be installed in an area that is easily and safely accessible and in accordance with minimum clearance requirements stated in the Product installation manual;
 - 4.1.3** The Product must be registered with us within 30 days of completion of commissioning.
 - 4.1.4** The Product must be used for its intended purpose and in its intended non-domestic setting, as stated in the manufacturer's operation manual;

- 4.1.5** The Product must be used and maintained in accordance with the manufacturer's instructions; excessive use may invalidate the Guarantee. Guidance as to what constitutes excessive use is set out in the manufacturer's operation manual;
- 4.1.6** The Product must be serviced annually by Bosch or any other competent and officially certified engineer. Service details must be recorded in the service record and be available for inspection by us upon request; and
- 4.1.7** Following completion of installation, as a result of the risk of damage to the Product and/or the potential requirement to reregister applicable Products on the Gas Safe register, the Product must not be moved or relocated, including within the same property, without our written authorisation (which we may grant in our sole and absolute discretion).

Failure to adhere to the above stated conditions may result (in our sole and absolute discretion) in the Guarantee being reduced, limited or invalidated.

4.2 Exclusions from the Manufacturer's Guarantee. The following are not covered by the Guarantee:

- 4.2.1** Products intended for use in a domestic environment;
In these Terms **"Use in a domestic environment"** means the use of one single Product not exceeding 70kW by an individual or by a family or household exclusively for sole household purposes; and
"sole household purposes" means:
 - the provision of heating for accommodation spaces in one household, such as bedrooms, bathrooms, living rooms, dining rooms and kitchens; and
 - the provision of hot water for facilities used for the hygiene purposes of one household, such as showers, baths, sinks and domestic appliances;
- 4.2.2** The replacement of consumable items owing to fair wear and tear resulting from proper use, including but not limited to oil nozzles, hoses, oil filters, gaskets and batteries, and as more particularly specified by us in the manufacturer's operation manual;
- 4.2.3** External system components such as radiators, water, gas and oil pipelines/services, electric wiring, pumps, fire valves, third party filters, third party controls, third party building management systems, water and oil storage tanks;
- 4.2.4** Damage to the Product caused by system design, faulty installation, theft, tampering, lack of maintenance, misuse or other non-compliance with the manufacturer's instructions;
- 4.2.5** Damage to the Product caused by accident, fire, flood, explosion, lightning, storms, or other bad weather conditions;
- 4.2.6** Any repairs not authorised in advance and in writing by us;
- 4.2.7** Damage to the Product as a result of water quality or other external factors causing scale, sludge, blockages or associated costs of rectification;
- 4.2.8** Any upgrading/improvement work required as a result of legislation, (health and safety or otherwise) or to meet our current manufacturing standards;
- 4.2.9** Attending the Product to support or educate you as to the correct use of the Product and/or its associated controls; and

- 4.2.10** Carrying out maintenance tasks that are your responsibility and which are set out in the manufacturer's operation manual, including but not limited to re-pressurising and resetting the Product, bleeding excess system pressure and thawing frozen condensate pipes.
- 4.3 When to submit a Guarantee claim.** You must submit the Guarantee claim within the Guarantee period (as set out in clause 3.2). Guarantee claims made after expiry of the Guarantee period will not be acknowledged.
- 4.4 If an engineer has to attend.** If an engineer has to attend your property or site to assess the Product, we will schedule an appointment with one of our engineers or approved service partners. Please note that for these appointments, our Service Engineer Visit Terms and Conditions apply (www.worcester-bosch.co.uk/service-engineer-terms-and-conditions).

5. DATA PROTECTION

Our Privacy Policy. We handle your personal information in a secure and confidential manner and always in accordance with the law, including the General Data Protection Regulation (2016) and applicable English law. The law provides you with rights in relation to your personal information. To find out more about this and about how we handle personal information in accordance with the law, please see our privacy policy at www.bosch-industrial.co.uk/legal-and-privacy.

6. OTHER IMPORTANT PROVISIONS

- 6.1 Assignment and Subcontracting.** We may at any time and without any notice to you assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights or obligations under these Terms. You may only transfer your rights or your obligations under these Terms to another person with our prior written consent, which we will not unreasonably withhold or delay.
- 6.2 Third Party Rights.** Unless explicitly stated otherwise in these Terms, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.
- 6.3 Severance.** Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 6.4 Waiver.** If we do not insist immediately that you do anything you are required to do under these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you that are permissible under applicable law at a later date.
- 6.5 Applicable law and jurisdiction.** These Terms are governed by English law and you can bring legal proceedings in respect of these Terms and our Guarantee services in the English courts. If you are acting as a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including this clause 6.5 (Applicable law and jurisdiction), affects your rights as a consumer to rely on such mandatory provisions of local law.