



## WARRANTY OVERVIEW & GUIDELINES

*These Warranty guidelines provide an overview of the Ferrolì Warranty which is offered to Customers who have purchased their Ferrolì Ltd Appliances ("Appliances") within the United Kingdom\* and who have registered their Warranty as stipulated by Ferrolì. It is in addition to, and does not affect your statutory rights.*

*These guidelines are subject to and must be read in conjunction with the Ferrolì Ltd Warranty Terms and Conditions overleaf. If there is any conflict between these guidelines and the Ferrolì Warranty Terms and Conditions, then the terms take precedence over these guidelines.*

BLUEHELIX TECH RRT

### THE "DO'S"

*WHAT YOU NEED TO DO IN ORDER TO KEEP YOUR WARRANTY VALID:*

- > Retain your proof of purchase and keep it in a safe place;
- > Make sure a competent Gas Safe registered installer completes the installation of your Appliance;
- > Make sure that the Benchmark Gas Boiler System Commissioning Checklist has been completed by the installer at the time of installation and is available on site at all times;
- > The boiler must be fitted with a magnetic filter on installation. In addition, the filter should be maintained adequately in accordance with the manufacturer's instructions;
- > Register the Appliance with Us within 30 days of installation;
- > Make sure you or the installer registers the Appliance with Building Control via Gas Safe etc.;
- > Use the Appliance in accordance with manufacturer's instructions and only for domestic purposes;
- > Have the Appliance serviced every 12 months from the date of installation by a competent Gas Safe approved engineer (and ensure that the Service Record is kept up to date and available on site at all times).

### THE "DON'T'S"

*WHAT YOU SHOULD NOT DO AS IT WILL INVALIDATE YOUR WARRANTY:*

- > Do not have the Appliance installed and commissioned otherwise than in accordance with relevant standards and laws;
- > Do not move the Appliance without obtaining Ferrolì authorisation in writing;
- > Do not attempt any repair yourself or interfere, tamper or remove any parts of the Appliance;
- > Do not have any repair or replacement carried out by a third party who has not been authorised in writing by Ferrolì to undertake the replacement or repair;
- > Do not use, or let anyone else use spare or replacement parts which are not genuine Ferrolì items;
- > Do not install the Appliance with either single or multiple products in a non-residential settings for which this Appliance was not designed;
- > Do not connect other fittings or accessories to the Appliance which We have not approved.

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# FERROLI LTD

## WARRANTY TERMS AND CONDITIONS

**This Warranty is offered to Consumers who have purchased and installed their Ferrolti Ltd Appliances within the United Kingdom\* Northern Ireland and Eire and who have registered their Warranty as stipulated by Ferrolti Ltd. It is in addition to, and does not affect your statutory rights.**

**Any Appliance which requires repair must be accompanied by a contact name, address and daytime telephone number. If this information is not provided, Ferrolti may not be able to effect any repair within the timescales referred to in this Warranty. It is in your best interests to make a note of your Appliance model and serial number which should be quoted in any communications with Ferrolti.**

**Ferrolti will endeavour to ensure that the time it takes to rectify a manufacturing fault, after being notified, is kept to a minimum. Ferrolti cannot accept any liability, nor pay any compensation for periods of time in which you are unable to operate your boiler and/or heating system. Furthermore, any customer specific settings may be lost during the course of any repair.**

**1.** Ferrolti (We, Our, Us) warranties this Appliance (excluding ancillary products consumables such as, but not limited to, radiators, pipework, regulators, thermostats, valves and other consumables defined by Us) to be in good working order during the period of Warranty. The period of Warranty is the period stated on your Warranty card and commences on the date of which the new Appliance is installed and certified by a Gas Safe approved heating engineer. In the event that the Appliance is not in good working order due to manufacturers fault, Ferrolti will provide, during the Warranty period, replacement parts and labour. The Warranty is strictly subject to proof of purchase, service history (if appliance is over 12 months old) and Benchmark Gas Boiler System Commissioning Checklists being provided.

**2.** The services within this Warranty consists of (at Ferrolti's discretion) either repair or replacement of parts proved to be faulty from manufacture, that will be provided on an exchange basis and will either be new, equivalent to new or re-conditioned. All replaced spare parts shall become the property of Ferrolti. The Warranty for replacement parts ends when the Warranty of the Appliance expires. This Warranty does not cover the costs of the annual service or serviceable items including ignition, ionisation electrodes and gaskets.

**3.** Ferrolti will provide its services in the majority of cases on an "on site" basis. In exceptional cases however, We do reserve the right to repair Appliances at Ferrolti UK offices. Where we provide a repair on a "return to base" basis, any costs of secure transportation of the Appliance to and from the Ferrolti service centre will be borne by You.

**4.** If the engineer is unable to gain access to the Appliance on the agreed appointment date, or a genuine manufacturing fault is not identified, or the correct documentation is not available on site for Our engineer to see, you will be charged a call out fee.

**5.** Ferrolti's only obligation under this Warranty is the provision of a repair as set out above. Where there is no evidence of the Warranty having been registered with Ferrolti Ltd within the stated time period then assistance will only be provided on a chargeable basis.

**6.** Repairs cannot be provided on a bank or public holiday, or on a Saturday or Sunday unless otherwise agreed. Repairs will usually be carried out during normal working hours.

**7.** Unless agreed in writing, the Warranty will not apply: (a) The boiler must be fitted with a magnetic filter on installation. In addition, the filter should be maintained adequately in accordance with the manufacturer's instructions. (b) if you have not used, stored or handled the Appliance properly and in accordance with the manufacturer's instructions; or if you are in breach of the terms of this Warranty, or have not followed Our instructions in the Appliance manual; or because of damage or defect due to wilful neglect or negligence by anyone other than Us; (c) to loss of quality, degradation of performance or actual damage that results from the use of spare parts or other replaceable items (such as consumables) that are neither made nor recommended by Ferrolti; (d) to a loss of quality, degradation of performance or damage that results from the installation of, damage to, or modification to the Appliance and or ancillary goods connected to and forming the heating system of which our Appliance forms part, by someone else other than Our representatives or because of damage that results from changes required by you or a third party; (e) to damage that results from your connection of other fittings or accessories to the Appliance which We have not approved or your connection of other equipment or software not approved by Us; (f) because of external causes outside Our control which shall include accident, fire disaster or theft or attempted theft; (g) because of faults caused by shock or fall, sand, dust, dirt, damp or corrosion, repair or servicing by unauthorised personnel; (h) to any malfunction or specific requirement of any other item of hardware, or software which you have linked to the Appliance in respect of items not included in the terms and conditions; (i) to correct errors in any non-Ferrolti proprietary software or other software not provided by Us; (j) if there is a subsequent failure of any additional parts due to an unreported initial fault; (k) to damage caused by your attachment of the Appliance to other goods not approved by Us or because you have made changes to the Appliance in a manner not approved by Us; (l) if you have not had the Appliance installed and commissioned in accordance with manufacturer's instructions and current gas and building regulations (including flushing the system effectively and adding the prescribed corrosion inhibitor); (m) if you have not correctly registered your Warranty within 30 days of installation or because your Appliance has not been registered with Building Control via Gas Safe etc.; (n) because the Benchmark Gas Boiler System Commissioning Checklist has not been completed at the time of installation by the Gas Safe registered installer and made available to Ferrolti Ltd upon request; (o) to any damages from frost, stray currents or a lack of protection from atmospheric discharges; (p) to cover cleaning and routine maintenance; (q) to any operation to access the Appliance (such as dismantling furniture, roof scaffolding etc.); (r) to any maintenance tasks such as re-pressurising the system, bleeding excess system pressure, resetting the Appliance and thawing frozen condensate pipes; (s) if you fail to have your Appliance serviced every 12 months following the date of installation by a Gas Safe registered engineer and provide evidence of this to Our engineer; (t) if you have had the Appliance installed with either single or multiple appliances in a non-domestic setting for which this Appliance was not designed; (u) if the data badge has been removed or defaced; and (v) if you have otherwise not followed Our reasonable instructions or advice.

**8.** You must ensure that the proper provision of the services by Ferrolti Ltd under this Warranty will not directly or indirectly damage your property (including ancillary products connected to the Appliance) or otherwise cause you direct or indirect

damage or loss and Ferrolti will not be responsible for: (a) checking as to the likelihood of such damage or loss occurring prior to providing or during provision of the repair under this Warranty; and (b) any such damage or loss that may occur. You should take all reasonable precautions to safeguard your assets and property (including all ancillary goods/products and belongings within the vicinity of the Appliance) to minimise potential loss or disruption, including, where appropriate, removing belongings within the vicinity of the Appliance and notifying Us in advance of any visit to your property of any special requirements or instructions.

**9.** Ferrolti's arrangements for providing repairs under this Warranty may include the use of sub-contractors.

**10.** Nothing in this Warranty shall have the effect of restricting or excluding the liability of Ferrolti in respect of: (a) death and personal injury caused by the negligence of Ferrolti, or for fraud; (b) under the Consumer Protection Act 1987 to a person who has suffered damage caused by a defective Appliance or to a dependent or relative of such a person; (c) direct damage to your property caused by the proven negligence of Ferrolti (subject to your compliance with clause 8 above).

**11.** As far as the law allows, we will not be responsible for the following: (a) loss of income (including any time taken off work whilst awaiting for an engineer to attend the Appliance), profits (actual or anticipated), contracts or for any other business related loss; (b) indirect or consequential loss or damage howsoever caused; (c) compensation for loss of heating or the use of the Appliance; (d) Any failures caused by an inadequate supply of electricity, gas or water to either the Appliance or to the property in which the Appliance has been installed; (e) Any damage to the Appliance caused by hard water scale deposits and / or aggressive water resulting from corrosion; (f) user errors including the Appliance operating in summer mode, external controls and room thermostats; and (g) the cost of any repair not authorised and carried out by Ferrolti.

**12.** This Warranty is offered subject to these terms and conditions which may change from time to time. You can find the latest version on our website [www.ferrolti.co.uk](http://www.ferrolti.co.uk). This Warranty is in addition to, and does not affect your statutory rights.

**13.** Ferrolti may disclose your details and other personal information to other companies within the Ferrolti group (including any subsidiary company or subcontractor of Ferrolti) and third parties for the purposes of performing Our obligations hereunder.

**14.** Ferrolti may disclose your details and other personal information to any subsidiary company of Ours or third parties for the purpose of market research or direct marketing of other (Ferrolti) products and services. If you do not wish to receive direct marketing information from Us or Our third parties, please ensure you have marked the appropriate box on the Warranty registration form.

**15.** This Warranty shall commence from installation date of the appliance as recorded in the Benchmark Gas Boiler System Commissioning Checklist. Without proof of purchase or if the Benchmark Checklist has not been completed, We will determine the installation date from the boiler serial number.

**16.** These conditions shall in all respect be governed and construed in accordance with English Law and subject to the exclusive jurisdiction of the English Courts.