

Manufacturer's Guarantee Terms and Conditions

At tepeo we aim to make everything as straightforward as we can.

Our terms and conditions are written in plain English and are as jargon-free as possible. If you would like any help or more information, please get in touch with our customer services team at customer.service@tepeo.com

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.

It is important that you read these Terms carefully before you register your Guarantee, as they contain details regarding the scope, conditions of and exclusions from the Guarantee.

1.3. Interpretation of these Terms.

"We", "us" or "our" refers to tepeo Limited ("tepeo") the Company.
"You", "your" refers to the Customer who owns the Tepeo Product.
When we use the words "writing" or "written" in these Terms, this includes digital communications such as emails and text messages.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1. Who we are.

We are tepeo Limited, a company incorporated in England and Wales with company number 11392873, whose registered office address is at 630 Wharfedale Road, Winnersh, Wokingham, England, RG41 5TP.

2.2. How you can contact us:

2.2.1. by emailing us at customer.service@tepeo.com

2.2.2. by telephoning our Customer Care Team on 0207 072 5540

The line is open Mon-Fri 8am-6pm, Saturday & Bank Holidays 9am-2pm; the opening times may be changed from time to time as notified on our website www.tepeo.com/support. Please check with your network provider for costs associated with phoning this number.

2.2.3. by writing to us at tepeo Limited, 630 Wharfedale Road, Winnersh, Wokingham, England, RG41 5TP.

- 2.3. **How we may contact you.** If we need to contact you, we will do so by telephone or by writing to the email address or postal address you provided to us in your order or via the tepeo app.
- 2.4. **We only sell to mainland UK.** Our website is only for the promotion of our products to mainland England, Scotland and Wales. We will always tell you if we cannot deliver to your address at the time you express your interest in our products but a full list of our delivery restrictions can be found www.tepeo.com/faq.

3. THE MANUFACTURER'S GUARANTEE

3.1. The covered Products.

Products covered under the guarantee (the Guarantee) are heating/hot water appliances and components that have been supplied by tepeo in the United Kingdom (the Product).

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 have made a claim regarding the defect during the Guarantee period (see sections 3.3 and 3.4 below).

We will not reimburse third party costs for repair and replacement unless we have authorised such works in advance and in writing.

3.3. Commencement of the Guarantee.

The Guarantee period commences from the date of installation, provided the Product is installed within six months of the date of dispatch from us. Otherwise, the Guarantee period will commence six months of dispatch from us.

3.4. Length of the Guarantee.

The length of the Guarantee will vary depending on its type, its use (see section 4.1.3) and the accreditation of your installer.

The minimum length of Guarantee is 2 years from commencement (see section 3.3), provided that the minimum conditions in section 4.1 (excluding section 4.1.5) are met.

We offer the following longer durations of Guarantee from commencement (see section 3.3), provided that **all** Guarantee conditions in section 4.1 are met:

- 3.4.1. 3 years for the heating elements;
- 3.4.2. 5 years for the fan motor and heat exchanger; and
- 3.4.3. 10 years for the ZEB (thermal core, insulation panelling, frame, chassis, electronics, cabling and user interface, but excluding the parts under section 3.4.1 and 3.4.2).

You can check the date of registration and remaining duration of an existing guarantee by emailing customer.service@tepeo.com.

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. The component or product used in the replacement will become part of the Product, owned by you, and covered under this Guarantee with the same duration as remains on this Guarantee.
- 3.7. **Your statutory rights are not affected.** The Guarantee is in addition to, and does not exclude nor limit any statutory rights that you may have against us nor affect your statutory rights against the seller/installer of the Product. For further information about your statutory rights, contact your local authority's Trading Standards Department or Citizens' Advice Bureau.

4. GUARANTEE CONDITIONS AND EXCLUSIONS

4.1. The Guarantee conditions.

The Guarantee and its duration (see section 3.4) is conditional upon the following and non-compliance may (in our sole discretion) reduce, limit or invalidate the Guarantee.

4.1.1. **Correct installation and commissioning, including a magnetic filter.**

The Product must be installed and commissioned:

- (a) by us or a competent and qualified installer who is registered with tepeo; and
- (b) in accordance with the manufacturer's instructions, applicable legal requirements, regulations and industry standards.

We can provide a list of registered installers on request by contacting customer.service@tepeo.com.

The Product must also be installed with a magnetic filter, which must be installed correctly according to the manufacturer's instructions.

4.1.2. **Registration.** The Product must be registered within 30 days of the date of completion of installation and commissioning. Registration must be completed by:

(a) Registering an online account with tepeo and connecting your Product to tepeo's online platform during installation. You will receive an email confirmation when this is completed successfully; or

(b) Completing the Guarantee registration form available on request from customer.service@tepeo.com

4.1.3. **Domestic use only.** The Product must be used in accordance with the manufacturer's instructions and is designed to be used in a domestic environment and correct information as to its use must be provided to us.

"Used in a domestic environment" in these Terms means the use of one single Product by an individual or by a family or household for sole household purposes;

"Sole household purposes" means:

- (a) the provision of heating for spaces used for accommodation of the household, such as bedrooms, bathrooms, living rooms, dining rooms and kitchens; and

(b) the provision of hot water for facilities used for the hygiene of the household, such as showers, baths, sinks and domestic appliances.

Please note that Guarantee may be reduced, limited or invalidated if the Product is not used in a domestic environment. Any proposed use of the Product in a non-domestic environment must be first notified to us and we will confirm whether the Guarantee will be applicable and in what form;

4.1.4. **Moving and reinstalling the product.** The Product must not be moved or relocated, including within the same property, without our written authorisation once the Product has been installed. If the product is reinstalled this must be in accordance with section 4.1.1 above;

4.1.5. **Maintenance and annual ZEB Health Check.** The Product must be maintained in accordance with the manufacturer's instructions.

A ZEB Health Check must be carried out annually on or within 30 days of the relevant anniversary of the date of completion of installation and commissioning.

Any servicing or maintenance must be carried out by us or any other competent and qualified engineer who is registered with tepeo. Service details must be recorded and be available for inspection upon request.

The Guarantee does not include the supply or cost of any routine maintenance or servicing, including any boiler health check.

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

4.2.1. **Consumable items are not covered.** Replacement of consumable items associated with fair wear and tear as specified by us, including but not limited to filters, batteries, inhibitors and water softeners.

4.2.2. **External system components** such as radiators, water, gas and oil pipelines/services, electric wiring, pumps, fire valves, 3rd party filters, water and oil storage tanks.;

4.2.3. **Misuse or incorrect use of the product.** Damage caused by failures in the heating system design, faulty installation, theft, tampering, lack of maintenance, misuse or other non-compliance with the manufacturer's instructions;

4.2.4. **Other excluded damage.**
(a) Damage caused by accident, fire, flood, explosion, lightning, storms, or other bad weather conditions.
(b) Damage as a result of scale, poor water quality, corrosion, sludge or blockages or associated costs of rectification;
(c) Damage due to poor or inadequate internet connection or prolonged disconnection from the internet and/or tepeo app which prevents remote monitoring or fault identification and diagnosis (except where the tepeo app is not available due to our error);

4.2.5. **Unauthorised servicing, maintenance and repairs.** Any servicing or maintenance not carried out in accordance with section 4.1.5 above or otherwise not performed by us or a competent and qualified engineer

who is registered with tepeo

- 4.2.6. **Upgrades.** Any upgrading/improvement work required as a result of legislation, (health and safety or otherwise) or to meet current standards;
- 4.2.7. **Servicing** and its associated costs;
- 4.2.8. **Educational visits** associated with correct use of the Product and associated controls;
- 4.2.9. **Self-maintenance tasks** including but not limited to re-pressurising and resetting the Product, bleeding excess system pressure and control configuration and set up.

4.3. **When to submit a Guarantee claim.**

You must submit the Guarantee claim within the Guarantee period (see section 3.4). 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 to assess the Product, we will schedule an appointment with one of our engineers or an engineer registered with tepeo.

You must ensure that safe access can be provided at the agreed time for the appointment. Failure to provide access will result in an abortive charge to cover the cost of the aborted visit.

5. **DATA PROTECTION**

We handle your personal information in a secure and confidential manner and always in accordance with the law, as set out in our privacy policy at www.tepeo.com/privacy-policy.

6. **OTHER IMPORTANT TERMS**

- 6.1. **We may transfer this agreement to someone else:** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 6.2. **If you want to transfer your rights to someone else.** You can transfer the Guarantee, but we may require the new owner to show proof of ownership of the Product in order to make a claim.
- 6.3. **Nobody else has any rights under this Guarantee (except someone you pass this Guarantee on to under section 6.2).** This Guarantee is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to ask anybody else to sign-off on ending or changing it.
- 6.4. **If a court finds any part of this guarantee illegal, the rest will continue.** Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the rest will remain in full force and effect.

- 6.5. **Even if we delay in enforcing this Guarantee, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 6.6. **Which laws apply to this Guarantee and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts.

7. **PRIVACY**

We collect and process your personal data in accordance with our privacy notice which can be found at: www.tepeo.com/privacy-policy.