

Guarantee | Hydronic UFH

Guarantee

Instinct Pro Hydronic UFH

PHG ("The Company") offer this guarantee in respect of Hydronic under floor heating products ("Product's") sold through PHG authorised outlets under the Instinct PRO brand. This is given to consumers ("Owner") in addition to statutory rights applicable in the UK.

To validate your Guarantee, you must provide proof of purchase when requested.

1 Guarantee Provisions

This guarantee is subject to the conditions and limitations as below covers the products and components of the INSTINCT PRO under floor heating system when properly installed by licensed plumbers in potable water and radiant heating systems and subject to normal conditions of use, shall be free from failure caused by manufacturing defects for the respective periods set forth below, each of which periods shall commence on the date of original purchase of the product (whether or not by Owner).

- 1.1 Manifolds
Manifolds shall be guaranteed for a period of 5 years from the date of purchase.
- 1.2 Pump Packs
Blending Valve Pump & Single Room Control Pump shall be guaranteed for a period of 5 years. The included circulating pump shall be guaranteed for either 5 years if Bastion brand or 2 years if Wilo brand. All from date of purchase.
- 1.3 Pipes
Pipes shall be guaranteed for a period of 50 years when installed and used in compliance with ISO 21003 from date of purchase.
- 1.4 Accessories & Ancillaries
Accessory and ancillary products shall be guaranteed for a period of 2 years from date of purchase.

2 Conditions and Exclusions

- 2.1 Installation
Guarantee applies only if the applicable Product is configured and installed by a licensed professional plumbing contractor in accordance with The Company instructions, good plumbing practices, and applicable code requirements and industry standards.

Failure to install the products in compliance with these requirements will void this warranty and may result in severe water damage. The Company does not guarantee in any way the installation of its products.
- 2.2 Exclusions
Guarantee excludes defects or failures caused after shipment of the Product by:
 - i. components not manufactured or sold by The Company;
 - ii. improper installation (as set forth above);
 - iii. use in improper applications or conditions or in conjunction with improper materials (including, without limitation, improper lubricants, pastes, solvents or sealants);
 - iv. exposure to damaging physical or chemical conditions, including, but not limited to, chemically corrosive or aggressive water conditions, abnormal operating conditions, accident, abuse, and misuse.
 - v. freezing or overheating of liquids within the Product, or unusual pressure surges or pulsation;
 - vi. vibration;
 - vii. exposure to temperatures and/or pressures exceeding the ranges for the Product as specified in The Company's design manuals and installation guides;
 - viii. exposure to ultraviolet lights or other high-energy radiation;
 - ix. failure to adhere to The Company instructions and/or specifications concerning the proper handling, installation, testing and use of the Product;

- x. failure to adhere to applicable standards set forth by local laws, codes, or regulations and the applicable industry standards; or
- xi. any other improper activities not listed above or damage caused by the fault or negligence of anyone other than The Company.

2.3 Transferability

This guarantee shall apply for the full applicable warranty period with respect to the original Owner of the property at which the Product(s) is installed and to any subsequent Owner(s) of such property, provided such ownership transfer(s) occur within 10 years of the Product purchase date. Any change in ownership of the property after such 10-year period will void any remaining guarantee coverage.

2.4 Disclaimer

This guarantee is the only guarantee applicable to the products. There are no other guarantees of any kind, express or implied, statutory or otherwise, including, without limitation, any implied guarantees of merchantability or fitness for a particular purpose.

All such guarantees are specifically disclaimed and The Company shall not be liable in this respect notwithstanding its actual knowledge of the Product's intended use or any representations that may have been made by The Company concerning the design, manufacture, sale, use, installation or provision of the Products. No statement, conduct or description by The Company or its representatives, in addition to or beyond this guarantee, shall constitute a guarantee. Sole remedy/ limitation of liability: the sole and exclusive remedy for breach of this guarantee and the sole and exclusive obligation of The Company with respect to any claims for breach of this guarantee, shall be as set forth above. In no event shall The Company be liable for lost profits, loss of goodwill, loss of business opportunities, damage to reputation, special damages, indirect damages, delay damages, punitive damages, exemplary damages, consequential damages or incidental damages.

3 Guarantee Claims

3.1 Remedy

In the event that a Product fails during the applicable guarantee period due to a manufacturing defect as determined by PHG and all conditions for coverage under relevant guarantee terms are met, the Owner shall be entitled to the following as their exclusive remedy at PHG's sole election, either

- i. the replacement of the same type, size and like quantity of non-defective Product at the original point of delivery, at no cost to Owner
or
- ii. credits, offsets, refunds or a combination thereof, for the purchase price of the defective Product;
and
- iii. The Company will reimburse the Owner for all reasonable and necessary costs of repair or replacement for physical damage to the property, including drywall, flooring and painting costs, as well as damages to personal property, caused as a direct result from the failure or leak.

3.2 Process

Any claims regarding an alleged defective Product shall be made to the place of purchase within the applicable guarantee period and no later than ten (10) days after the date the defect is discovered, or in the exercise of ordinary care should have been discovered.

Notification must include a description of the Product (with model number, if available), date of purchase and/or date of installation (with proof of purchase, if available), and a description of alleged defect. If the Owner cannot determine the date of purchase, PHG will deem the production date to be the date of purchase for purposes of guarantee. Owner shall keep all Products alleged to be defective

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and, at PHG's request and expense, ship the Product(s) for inspection. In the event Owner is seeking the reimbursement of property damages as set forth above, the Owner must provide detailed documentation of the claimed damages, including photographs, estimates, and invoices. PHG shall also have the right, but not the obligation, to inspect the site of installation/damage. Upon receipt of a complete claim, PHG will perform an investigation to determine if a manufacturing defect is present. If PHG determines warranty coverage applies, it will promptly notify Owner and provide the remedy set forth in this guarantee. No action by PHG under this guarantee shall be construed as an admission of liability.