

## Domestic Air Source Heat Pump Warranty Terms and Conditions

Baxi Domestic Air Source Heat Pumps (ASHP) supplied by BDR Thermea Ireland Ltd t/a Baxi (**we, us, our**) benefit from a parts and labour warranty. For the period of the warranty, we will, at our option, repair or replace an ASHP in the event of a manufacturing defect subject to the following terms and conditions.

1. The ASHP must be purchased either in the United Kingdom, Ireland, the Isle of Man or the Channel Islands, but must be installed in Ireland. The installation should be applicable to the specification of the ASHP and it should be used solely for the purposes it was designed for.
2. The ASHP (and its electrical supply) must be correctly installed and commissioned by a qualified and competent installer in accordance with the installation instructions provided with the ASHP. Once installed, the ASHP must not be moved without our prior written consent.
3. The cooling function shall only be used if the system has been designed and installed to do so and that relevant DNO approval has taken place. This also includes ensuring funding bodies (if applicable) are aware of reversible heating and cooling intended use.
4. The Benchmark Commissioning Checklist must be correctly completed by the installer at the point of commissioning and kept with the ASHP. The Checklist must be made available to us on request in the event that you make a claim under the warranty.
5. The ASHP must be registered with us for warranty within 30 days of:
  - 5.1. commissioning; or
  - 5.2. legal completion (for installations in new-build properties) provided this occurs within 12 months of the date of commissioning,whichever is the later (the **Relevant Date**).
6. The Warranty Period will commence from the Relevant Date. The standard Warranty Period for an ASHP is two years from the Relevant Date.
7. Any additional Warranty Period in excess of two years which may be offered by us is conditional on
  - 7.1. the installation of the magnetic filter supplied with the ASHP; and
  - 7.2. the ASHP being commissioned by Baxi or by one of our trained Baxi Heat Pump Installers.
8. The ASHP must be maintained in accordance with the maintenance instructions provided with the ASHP and serviced annually by a Baxi or other qualified and competent engineer. Each service must be carried out within 60 days of the anniversary of the Relevant Date. The Service Interval Record of the Commissioning Checklist must be completed for each service. Proof of servicing must be made available to us on request in the event that you make a claim under the warranty.
9. During the Warranty Period, the ASHP or any component which is proved to be faulty

or defective in manufacture will be repaired or replaced free of material and/ or labour charges, providing that we have authorised or carried out the repair or replacement. We shall decide, at our sole discretion, whether to repair or replace components or the ASHP under the warranty.

10. We will not accept or reimburse the costs of any third party who undertakes any work on the ASHP or fits parts unless we have authorised such work in advance of it being carried out.
  11. The fitting of replacement parts or the replacement of an ASHP will not extend the Warranty Period. All parts that are removed under warranty will become our property.
  12. Any warranty claim must be made within the Warranty Period.
  13. We reserve the right to charge a refundable deposit or pre-authorise an amount on your credit/debit card prior to any visit or the commencement of any works. This deposit will be returned or the pre-authorisation released if the diagnosed fault is covered by the warranty.
  14. We reserve the right to charge for all costs arising from any claims not covered under this warranty at our prevailing rates.
  15. Subject to these terms and conditions, the benefit of this warranty will transfer with any change of ownership of the ASHP.
- **What is not covered by this warranty** Any defect, damage or breakdown caused by or resulting from:
    - Incorrect selection of the ASHP for the required application.
    - Incorrect installation, inappropriate or inadequate third party commissioning and/or inappropriate maintenance or neglect.
    - Accidental/deliberate damage or misuse.
    - Any unauthorised alteration or repair and/or the installation of any unauthorised parts.
    - The design, installation, commissioning or maintenance of the heating system to which the ASHP is connected, including but not limited to radiators, pipework, controls, programmers, time switches, thermostats, motorised valves and external pumps.
    - Connection of the ASHP to an inadequate or temporary power supply.
    - Low water system pressure or poor water flow issues, untreated/dirty/contaminated water (above 50mg/l chlorides in the system water), blocked filters, air contamination, scale formation, insufficient system protection, damaged external pumps or valves.
    - Incorrectly insulated, blocked or kinked, or leaking underground refrigerant pipes.
    - Restricted or blocked airflow to the ASHP.
    - The fault or failure of services external to the ASHP, such as electricity or water.
    - Pests, rodents and/or household pets.
    - The theft or attempted theft of the ASHP.

- Floods, lightning, storms or other bad weather conditions.
- Freezing, which includes insufficient protection when the unit has no power.
- Fire or explosion.
- The repair or replacement of consumables such as seals and filters.
- Any pipework, external electrical supplies, connections to other ancillary equipment (such as heat emitters, electric meters, external hoses, third party valves/controls, external filters and cages) which are connected to the ASHP.
- Routine servicing and maintenance costs.
- Replacing gas with refrigerant charge.
- Any other consequential losses caused by or arising as a result of the breakdown of the ASHP.
- Any costs incurred during delays in fixing reported faults.
- Any costs incurred if no fault is found with the ASHP.
- Abortive charges if the engineer cannot gain access to the property at the agreed time or cannot gain safe access to the ASHP.

### **Data protection**

The information you provide when registering your warranty will be held securely and used by us and our selected partners to administer your warranty and to carry out repairs. We may disclose your data to our partners and their agents for these purposes. We may also use your data for training and testing purposes. We may keep in touch with you about your product, or services relating to your product, by post. We may also contact you by email, telephone or text message where you have consented to such marketing activity. Full details about how we manage your data and your rights are set out in our [privacy notice Ireland](#).

### **General**

This warranty is in addition to, and does not affect, your statutory rights as a consumer. Details of these rights can be obtained from Citizens Information at [www.citizensinformation.ie](http://www.citizensinformation.ie)

The terms of this warranty and any dispute arising from them shall be governed by and construed in accordance with the law of Ireland.

This warranty is provided by BDR Thermea Ireland Ltd (company number 26092), whose registered office is at Unit F 5&6, Calmount Park, Calmount Road, Ballymount, Dublin 12, Ireland.

October 2023