

## LIMITED WARRANTY FOR WILO BUILDING SERVICES PRODUCTS AND CERTAIN ANCILLARY EQUIPMENT

Except as expressly set out below, Wilo (U.K.) Ltd (CRN: 01944189) (“Wilo UK”) makes no representations or warranty of any kind (whether express or implied) in relation to any products, parts and/or services supplied by Wilo UK.

### 1. BASIS OF THE WARRANTY

- 1.1 The warranties in this warranty policy (“**Policy**”) are in favour of the person or firm who purchases the products, parts, and/or services from Wilo UK only (“**Customer**”), and the Customer shall not assign, or transfer any of its rights and obligations under this policy.
- 1.2 This warranty policy should be read in conjunction with Wilo UK’s terms and conditions of sale which also apply to this warranty policy, and the contract between Wilo UK and the Customer. Copies of Wilo UK’s terms and conditions of sale are available on request.

### 2. LENGTH AND SCOPE OF WARRANTY

- 2.1 Warranty determination means products that are free of defects in materials and/or workmanship during the specific periods listed by product type. Clauses 2(a), 2(b), 2(c), and 2(d) refer to pricing groups for sales of complete pump units and systems only. All spare parts and accessories, regardless of pricing group (“**PG**”), but where pricing group is noted, refer to clause 2.2(e).
- 2.2 Subject to the provisions of this warranty policy, from April 1<sup>st</sup> 2018, Wilo UK warrants to the Customer of the following products that:
  - (a) **Pricing Group PG1 (Pico ONLY)** shall be free of defects in materials and workmanship for a period of five (5) years from the date of manufacture. All spare parts and accessories, relating to this pricing group (“**PG1**”) shall refer to clause 2.2(e).
  - (b) **Pricing Group PG2, PG3, PG4, PG6 (excluding Submersible), PG17** shall be free of defects in materials and workmanship for a period of thirty six (36) months from the date of manufacture. Months 0-24 from the date of manufacture shall be covered 100% for parts and labour; months 25-36 from the date of manufacture shall be covered for parts only; and months 25-36 from the date of manufacture will ONLY be covered 100% for parts and labour with purchase by the Customer of Wilo UK commissioning at initial install. Please see obligations of Wilo UK below. All spare parts and accessories relating to these pricing groups (PG2, PG3, PG4, PG6 (excluding Submersible), PG 17) shall refer to Clause 2.2(e).
  - (c) **Pricing Group PG1 (excl Pico), PG5, PG7, PG8, PG9, PG10, PG11, PG12** shall be free of defects in materials and workmanship for a period of twenty four (24) months from date of manufacture. All spare parts and accessories relating to these pricing groups (PG1, PG5, PG7, PG8 PG9, PG10, PG11, PG12) shall refer to Clause 2.2(e).
  - (d) **Submersible Pumps PG6 (TWI and TWU)** shall be free of defects in materials and workmanship for a period of twenty four (24) months from date of manufacture. All spare parts and accessories relating to these pricing groups (PG6) shall refer to Clause 2.2(e).

- (e) **Wilo UK Accessories and Spare Parts – PG1, PG2, PG6, PG8, PG14, PG15, PG17** Wilo stand alone motors, Wilo stand alone Variable Speed Drives, Wilo Electrical control panels, Wilo spare parts, Wilo pressure/expansion vessels, Wilo valves and Wilo accessories and all other items other than complete WILO pumps/systems furnished by Wilo UK are covered by a warranty for a period of eighteen (18) months from date of manufacture or date of shipment (when date of manufacture is not given e.g. mechanical seal. For non third party items supplied by Wilo UK but not of Wilo brand please see exclusions and exceptions below.

2.3 **Labour PG16.** Wilo UK warrants all labour for a period of twelve (12) months from date of completion of works.

### 3. OBLIGATIONS OF WILO UK

3.1 Subject to the provisions set out below, Wilo UK's liability under this warranty policy shall be limited to, at Wilo UK's option: (a) repairing or replacing, without charge; or (b) refunding the purchase price of any of the aforesaid products that has failed during the applicable warranty period because of defects in materials or workmanship. Wilo UK will only be liable for any costs of removal, reinstallation or transportation or any other charges which may arise in connection with a warranty claim for under clause 2.2(b) product pricing groups (set out at clause 2.2(b) above) . Removal, reinstallation and transportation costs for all other products at clauses 2.2 (a), 2.2 (c), 2.2 (d), or 2.2 (e) (above) are the responsibility of the Customer and not Wilo UK.

3.2 Wilo UK reserves the right to fully investigate any warranty claim made by the Customer under this warranty policy, in which case the Customer agrees that it shall provide Wilo UK and its authorised representatives) with full and safe access to any site where the relevant parts or products are located with suitable working conditions. Any product returned to Wilo UK must be accompanied by a return authorisation number (**SRO**) which can be obtained by calling Wilo UK, or emailing [salesadmin@wilo.co.uk](mailto:salesadmin@wilo.co.uk). Wilo UKs responsibility for any site attendance in direct relation to a warranty claim will be carried out strictly during the standard working hours of a working week. Monday-Friday 8am–5pm. In the event Wilo UK determines that any claimed failure is not, in fact, deemed warrantable, Wilo UK reserve the right to claim reimbursement from the Customer of any/all costs, expenses, losses and charges incurred by Wilo UK in connection with any investigation, repair or replacement relating directly to the warranty claim.

3.3 Wilo UK shall have no liability under any of the warranties in this warranty policy if:

- (a) the Customer makes any further use of the products or parts after making a warranty claim;
- (b) the products or parts were designed by the Customer (or by a third party on the Customer's behalf);
- (c) the products or parts are specially designed for particular projects, in which case a specific warranty may be negotiated between Wilo UK and the Customer;
- (d) the products or parts are sold by, but not manufactured by Wilo UK, in which case Wilo UK shall assign to the Customer any warranty that was made by the manufacturer with respect to such product to the extent legally permissible;

- (e) defect or damage to products or parts is caused by fair wear and tear, wilful damage, negligence, abnormal working conditions, misapplication of a product or parts, improperly installed or maintained systems, accident, abuse, misuse, acts of God, unauthorized alteration or repair, or if the product was not installed in accordance with Wilo UK's published installation and operation instructions in force from time to time. Please visit [www.wilo.co.uk](http://www.wilo.co.uk) for a copy of our operating manuals;
  - (f) defects or damage to the products or parts is caused by chemical action or abrasive material, misuse or improper installation unless the same was installed by Wilo UK with full knowledge that it would be used to pump or circulate such chemicals or abrasives.
  - (g) Wilo UK will not be liable for any damages that may arise through product failure. There are no express or implied warranties beyond those warranties described or referred to above. Wilo UK reserves the right to void warranty if any claim is found to have been tampered with prior to any warranty claim.
- 3.4 Commissioning and initial start-up of all products at clause 2.2(b) must be performed by Wilo UK in order to qualify for 100% warranty on parts and labour through months 25-36 from date of manufacture. A written start-up report shall be generated by Wilo UK and a copy of the start-up report shall be made available to the Customer.
- 3.5 Commissioning and initial start-up of the products at clause 2.2(b) without an approved start-up from Wilo UK will default the warranty to coverage of parts only during the validity period months 25-36 from date of manufacture. Should product failure occur during this 25-36 month period, Wilo UK will, subject to the terms of this warranty policy, provide the spare parts at no cost upon agreed purchase of the labour for repair from Wilo UK. Failure to purchase the labour from Wilo UK will default the warranty to null and void.
- 4. LIMITATION OF LIABILITY (THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE)**
- 4.1 Wilo UK has obtained insurance cover in respect of its own legal liability for individual claims. The limits and exclusions in this clause reflect the insurance cover Wilo UK has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 4.2 Nothing in this warranty policy limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 4.3 Subject to clause 4.2, Wilo UK's total liability in relation to a any claim under this warranty policy and under the contract between the Customer and Wilo UK shall not exceed the higher of (a) the price paid by the Customer for the relevant products, parts, and/or services; or (b) the amount recovered by Wilo UK from its insurers (less any excess payable or deducted) in relation to the claim in question. A copy of Wilo UK's liability insurance is available on written request.

4.4 Subject to clause 4.2, Wilo UK is not liable to the customer for any: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; and/or (g) indirect or consequential loss.

4.5 Except for the warranties expressly referred to in this warranty policy, Wilo UK makes no representations or warranty of any kind (whether express or implied) in relation to any products, parts and/or services supplied by Wilo UK, all of which are fully excluded to the extent permitted by law.

## **5. OBLIGATIONS OF THE CUSTOMER**

5.1 The Customer should inspect all shipments/deliveries upon receipt. Damaged products should not be accepted, or signed for as “damaged” on the original packing list. Wilo UK must be notified immediately of any shipments which were damaged within period of 48hrs of delivery with photographic confirmation. Upon receipt of delivery from Wilo UK the Customer has a period of 48hrs to declare any missing material listed on the packing but not received. After this period Wilo UK will not be responsible for claims of missing items.

5.2 All claims under this warranty policy must be raised through Wilo UK within a reasonable time of discovery that some or all of the products do not comply with this warranty policy, and the Customer must further instruction from Wilo UK prior to any additional action/s being undertaken.