

WARRANTY CONDITIONS

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for all HEATSCOPE® infrared heaters

MHS Munich Home Systems GmbH / HEATSCOPE® ('HEATSCOPE®') warrants to the original purchaser ('the purchaser') of products supplied by HEATSCOPE® ('the products') that the products will be free from defects and/or faults in materials and/or workmanship for twelve (12) months from the date of MHS invoice.

Subject to the following conditions of this warranty, if a defect and/or fault in materials and/or workmanship are found during the warranty period, HEATSCOPE® will replace or repair the products (at its option) without charge.

01. All products must have originated from HEATSCOPE® and must be able to be identified by HEATSCOPE® personnel as a HEATSCOPE® product.

HEATSCOPE® infrared heaters must be installed and executed only by an authorized expert / trained professional electrician in accordance with the applicable standards and regulations for electrical wiring in electrical trade in the respective country / region of installation.

All relevant local building and fire safety regulations must be observed at any time and under any circumstances.

The operating voltage must correspond to that stated on the nameplate of the HEATSCOPE® or accessories. Depending on the currently available supply voltage the actual power of the device may change as well as the emitted power as a result of environmental influences.

02. The original invoice details, including serial number where applicable, MUST be provided to HEATSCOPE® at the time that any claim is made pursuant to the terms of the warranty.

03. Any claim made pursuant to the terms of the warranty must be made within a reasonable time of the discovery of any potential fault or defect.

04. Acceptance of a claim under this warranty is subject to an assessment of the products by HEATSCOPE®, or its authorised agent, to determine the cause of the defect prior to HEATSCOPE® for repairs to be carried out.

05. Repairs to the products must not have been attempted by any person other than an authorised service agents. Repairs attempted by a non authorised agent will void the warranty.

06. Where products are located or are to be located in premises where the induction of service or installation personnel is required, any costs for such induction of service or installation agents to gain access to sites is for the account of the customer and not for HEATSCOPE®.

07. The requirement for repair or replacement of the products must not be due to misuse, neglect, accident, improper installation, unauthorised modification or other abuse which in the reasonable opinion of HEATSCOPE® was occasioned by the purchaser or any agent or employee of the purchaser.

08. Repair or supply of a substitute will not extend or renew the warranty period.

09. HEATSCOPE® will warrant that any spare parts it provides will be free from defects and/or faults in materials and/or workmanship for a period of 6 months from the date of purchase provided that these spare parts have been installed by a HEATSCOPE® authorised service agent.
10. HEATSCOPE® will either undertake the repair or nominate a repair agent authorised.
11. HEATSCOPE®'s repair warranty is restricted to normal business hours on Monday to Friday and excluding public holidays and weekends.
12. Where HEATSCOPE® elects to replace rather than repair the products and no identical replacement is available for the products being replaced, HEATSCOPE® may replace the products with products of a similar standard and design.
13. HEATSCOPE® is not liable for the costs of the authorised service agents other than standard labour costs during normal working hours.
14. HEATSCOPE® is not liable for travelling time in excess of 50 kilometres from an authorised service agent or 1 hour from the authorised service agent, whichever is the lesser.
15. HEATSCOPE® is not responsible for any costs involved in gaining access to products for the purposes of repairs, checks or modifications.
16. HEATSCOPE®'s warranty does not extend to any damage or induced products' failures resulting from an improper installation.
17. HEATSCOPE® is not liable, and will not authorise repairs pursuant to a claim under this warranty, for products which have been modified for rental purposes. All products are designed to be operated in a permanent location. Movement of products after installation should be restricted to whatever is required for routine cleaning and maintenance only.
18. HEATSCOPE® will not be responsible or liable for damage or loss caused during transport and/or testing of the products and will not be liable for the cost of transport or testing of the products.
19. HEATSCOPE® does not warrant the products where these were installed and/or used in conjunction with products of a supplier other than HEATSCOPE® in such a way as to exceed the capacity and/or performance capabilities of the products or the other products and denies all liability for any damage whatsoever suffered by any person arising from such use.
20. HEATSCOPE® shall not be liable for any indirect or consequential loss, loss of profit or any other economic loss as a result of any actual or alleged failure of the products.
21. The obligation of HEATSCOPE® in relation to the warranty, provided for in the previous paragraphs, is not valid in the following cases:
 - a) Installation does not conform to the instructions given in the installation manual;
 - b) Carelessness, negligence or inability in use or use other than that for which the product is designed and/or dimensioned; or
 - c) Modifications or tampering with the product.

22. HEATSCOPE® is not liable for, and will not authorise repairs pursuant to a claim under this warranty for:

- a) Damage or failure of products as a consequence of not removing packaging and transport materials before use;
- b) Parts subject to wear and tear including but not limited to fuses, batteries, handles, locks, hinges, hoses;
- c) products which have not been installed in accordance with HEATSCOPE®'s specifications;
- d) Extraordinary and unforeseeable events (voltage surges, irregular electric power supply, natural events and disaster, riots etc);
- e) Repairs or replacement of products not bearing original serial numbers (where applicable) or compliance plates;
- f) Rust and/or discoloration due to heat or exposure to corrosive environments (the heater must not be installed nor operated in environments containing chlorine [like indoor pool areas] or salt [like near the coast]);
- g) Damage caused to products due to improper use of cleaning agents, detergents, bleaches or other chemical additives or agents of a corrosive nature;
- h) Breakage, either intentional or unintentional, to any part of the products;
- i) Any damage arising from any modification of the products;
- j) Any use of the products for any reason other than its originally specified purpose;
- k) Carelessness, negligence or use other than that for which the products are designed;
- l) Products not performing correctly as a result of products being used in an environment whereby the ambient temperature and relative humidity are outside the operating parameters specified for those particular products;
- m) Modifications or tampering with the products; or
- n) Failure of the products due to:
 - I.) Incorrect installation of power supply;
 - II.) Insufficient regular maintenance;
 - III.) Insufficient and/or irregular cleaning of the surfaces;
 - IV.) Failure to provide adequate ventilation for the products as specified by the manufacturer; or
 - V.) Fair wear and tear of the products;

23. Please contact HEATSCOPE® as soon as possible after discovery of a potential defect and/or fault with the products to arrange for it to be tested and/or serviced.

24. All warranty enquiries and/or claims should be directed to HEATSCOPE®'s Head Office via the following contact: MHS Munich Home Systems GmbH / HEATSCOPE®, Kramergasse 32, D-82054 Sauerlach, Germany, Tel.: +49 8104 647090, mail@HEATSCOPE®.com

25. The manufacturer is not responsible for assuring compliance with jurisdictional codes and regulations governing sales, construction, installation and/or use of the heating products and cannot be responsible for how the product is installed or used. Before purchase and use of the product, it is the responsibility of the owner to review the product application and all applicable national and local codes and regulations governing the installation and use of such heating products and to seek advice from relevant technical persons.
26. In addition to the above, all of HEATSCOPE®'s other general terms and conditions of trade apply, save for those which are inconsistent with the terms of this warranty. These general terms and conditions of trade can be obtained on request from HEATSCOPE®.
27. In addition to the warranty extended by HEATSCOPE® to the purchaser, HEATSCOPE® provides the following additional guarantees to consumers (B2C sales).

Guarantee and warranty

The HEATSCOPE® is guaranteed for 24 months. The warranty period begins on the date on which the new unit was purchased. Expendable parts or defects that affect the usability of the unit only slightly are not covered by the guarantee. When making a guarantee claim, you must provide the original invoice showing the date of purchase and the unit model.

Processing of guarantee claims

Please contact your dealer/distributor before returning the defective unit along with valid proof of purchase and a detailed description of the fault. Please note: Don't send in any devices to the manufacturer without any former contact with your distributor or dealer. He will inform you about all following steps. The manufacturer will only accept the unit, if it is returned with adequate transport packaging which protects it securely during transport.

The manufacturer will, at its own discretion, fulfil its warranty obligations by either repairing or exchanging the faulty unit or individual parts of the faulty unit. If a unit is replaced, the shape and colour of the new unit may vary slightly from the original one. The original date of purchase shall determine when the guarantee period begins. The guarantee period shall not be extended if the unit was replaced or repaired by the manufacturer.

Warranty exclusions

Damage or defects caused by improper handling or operation as well as defects caused by using nonoriginal parts or the use of accessories not recommended by the manufacturer are not covered by the warranty.

The warranty does not cover damage caused by external influences such as fire, lightning or any transport damages. Liability for consequential damages to persons or property is excluded.

If the serial number of the unit has been changed, removed or defaced, the warranty will be invalid. All warranty claims shall be forfeited if the unit is opened, altered, modified, rebuilt or repaired by a person not authorized by the manufacturer.

The declaration of conformity (CE, WEEE, RoHS) is available upon request from the manufacturer.