

INSTALLATION WARRANTY

The Warranty sets out the terms upon which Phoenix ACR Limited offers warranty cover for the Products supplied by it to its Customers, and for the Installations provided by Phoenix ACR Limited Registered Installers.

1) Installation

- a) Phoenix ACR Limited warrants to you that the Installations will be performed by the appropriately qualified and trained Phoenix ACR Limited registered installers using reasonable care and skill, to such high standard of quality as it is reasonable for you to expect.
- b) The Warranty Period for the Installation shall be one year from completion of the Installation

2) Remedial Action

- a) If you make a valid claim about our service in accordance with Phoenix ACR's Terms and Conditions, Phoenix ACR may arrange for the relevant Products to be reinstalled by any of Phoenix ACR registered or approved Installers or refund to the Customer the charge for the relevant part of the Installation Service (or a proportionate part of such charge).

3) Exceptions

- a) This Warranty will only apply:
 - i) If the Product has been installed by a Phoenix ACR registered installer and has been properly used and maintained throughout the Warranty Period.
 - ii) If you have informed Phoenix ACR of the alleged defect within the Warranty Period and within a reasonable period of discovery.
 - iii) If the equipment has been supplied by Phoenix ACR Limited.

4) General conditions

- a) You will promptly provide all information and support including access to site and services reasonably necessary to enable Phoenix ACR to evaluate any alleged defect and to perform its obligations under this Warranty.
- b) You agree that all premises, plant, power, fuel support services and other inputs that you provide for the installation and use of the Products are reasonable, are fit for purpose and will be properly used and provided.

5) Expertise

- a) Any dispute as to whether a defect is covered by this warranty shall be immediately referred at the request of either party to the Renewable Energy Consumer Code's Complaints Service as detailed in 9.2 of the Renewable Energy Consumer Code.

6) Third Party Rights

- a) When Phoenix ACR has installed a system in a property that is sold within the Warranty Period, the warranty will pass to the new legal owner of the property. It may not be transferred to or exercised by any third party.

7) Law

- a) This warranty is governed by English law and the English courts or by the law and the courts governing where your property is if this is outside England or Wales.

8) Manufacturer's Product Warranty

- a) Most Products supplied by Phoenix ACR Limited come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the Products is notified to Phoenix ACR by you in accordance with the Phoenix ACR Terms and Conditions, Phoenix ACR will liaise with the manufacturer and use all reasonable endeavours to secure a replacement of the Product or the part in question) or a refund of the price of the Product (or a proportionate part of the price).

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