

MITSUBISHI ELECTRIC'S HOMEOWNER GUARANTEE

This guarantee applies only to Ecodan Air Source Heat Pumps, including cylinders and associated interfacing equipment, supplied by Mitsubishi Electric Europe B.V. UK Branch ("Mitsubishi Electric") and purchased from Mitsubishi Electric or an approved wholesaler or merchant and installed and commissioned by either:

- (i) a Mitsubishi Electric Business Solutions Partner (BSP) or Accredited Installer (AI) (BSPs and AIs participate in Mitsubishi Electric's Partner Programme for installers);
- or
- (ii) a standard account holder installer not participating in Mitsubishi Electric's Partner Programme (SAH).

You can check your proposed installer's status by calling us on 01 61 866 6064. Your installer's status affects the period of this guarantee - please see the table below. This guarantee does not apply to a consumer who self-installs or commissions any product. This guarantee applies only to Ecodan Air Source Heat Pumps sized at less than 20kW.

Mitsubishi Electric guarantees to the home owner ("you") that for the relevant period of guarantee commencing from the date of commissioning of the Mitsubishi Electric Ecodan Air Source Heat Pump and any cylinder and associated interface equipment supplied by Mitsubishi Electric (the "Product") will:

- conform to Mitsubishi Electric's specification; and
 - be free from defects in design, materials and workmanship;
- subject to the conditions set out below.

IMPORTANT:

- The guarantee is **CONDITIONAL** upon your registering the guarantee with Mitsubishi Electric within 3 months from date of commissioning. Failure to register will limit the guarantee to 12 months from date of commissioning.
- For a valid guarantee registration, the period of Mitsubishi Electric's guarantee depends upon your installer's status with Mitsubishi Electric and the relevant Product:

PRODUCT	INSTALLER STATUS & GUARANTEE PERIOD		
	BSP	AI	SAH
Ecodan air source heat pump	5 years	3 years	3 years
Cylinder and interface equipment	3 years	3 years	3 years

Please note the Conditions set out exclusions to guarantee.

Please read the Conditions for full details. Exclusions extend to matters such as:

- all pipework and connections and any non-Mitsubishi Electric ancillary equipment as may be connected to the Product (for example, any third party control interface);
- any fault due to incorrect application of the Product by your installer or your system designer (for example, failure to specify a correctly sized heat pump or cylinder to meet your requirements).

This guarantee means that Mitsubishi Electric will take responsibility for the cost of guarantee service of a Product so that the Product shall conform to Mitsubishi Electric's specification.

Mitsubishi Electric reserves the right, at its discretion, to replace a Product or major component where Mitsubishi Electric considers this to be beyond economic repair.

GUARANTEE CLAIMS

In the event of a breakdown during the guarantee period, please contact your installer.

BSP or AI installations:

Provided your installer is a Mitsubishi Electric Business Solutions Partner or Accredited Installer (see (i) above), Mitsubishi Electric will co-ordinate with your installer for the installer to conduct guarantee services.

Your installer may contact Mitsubishi Electric to verify Product registration status and to check that the Product is within the guarantee period before attending your home. If the installer is unable to rectify a Product fault then the installer will contact Mitsubishi Electric. We will then respond directly.

If your installer is no longer a Mitsubishi Electric Business Solutions Partner or Accredited Installer, Mitsubishi Electric will respond to any valid guarantee claim directly.

SAH installations / unknown or uncontactable installers:

If your installer is an SAH or you don't know who installed the Product or cannot locate your installer then please contact our After Sales Technical Support Team directly:

Tel: 0161 866 6064 email: LESEcodanWRC@meuk.mee.com

and our team will manage the conduct of guarantee services. When contacted, Mitsubishi Electric will verify Product registration status, check that the Product is within the guarantee period and identify the original installer. If an SAH installed the Product or your installer cannot be traced, Mitsubishi Electric will respond to any valid guarantee claim directly.

GUARANTEE SERVICE VISITS

Date and time for guarantee service attendance at your home will be as agreed with you in advance.

Mitsubishi Electric does not accept any liability for your time in waiting for a service engineer's arrival and in remaining present at your home during the conduct of services. Mitsubishi Electric does not accept any liability for any costs of alternative heating systems as may be used by you or cost of any alternative accommodation taken by you pending the completion of any guarantee services.

Guarantee servicing is free of charge to you for any parts and labour, subject to all the guarantee conditions having been met. Your installer is not authorised to invoice you for any Mitsubishi Electric guarantee services.

Please read these conditions before registering your Product and before seeking any guarantee service support from your installer.

CONDITIONS

1. **IMPORTANT:** Mitsubishi Electric's guarantee is subject to the home owner registering with Mitsubishi Electric within 3 months of commissioning to confirm:
 - Product installation details; and
 - details of the installer; and
 - providing other registration data as set out on the registration card.
2. The Product must be installed and commissioned by either:
 - (i) a Mitsubishi Electric Business Solutions Partner or Accredited Installer;
 - or
 - (ii) Standard Account Holder.
3. To register, you must complete the registration card provided with the Ecodan heat pump Product and return to Mitsubishi Electric Warranty Department, Unit 12 Mercury Park, Mercury Way, Trafford Park, Manchester, M41 7LY.
4. If you do not register the Product within 3 months from date of commissioning then Mitsubishi Electric's guarantee is limited to twelve months from the date of commissioning.
5. Any guarantee claim must be raised within the guarantee period.

CONDITIONS

6. The Product must be maintained by a Mitsubishi Electric Business Solutions Partner, Accredited Installer, (see (i) above), by a suitably qualified competent maintenance services provider or directly by Mitsubishi Electric within 12 months from commissioning and thereafter at 12 monthly intervals. Mitsubishi Electric reserves the right to require evidence of this maintenance to Mitsubishi Electric's reasonable satisfaction before approving any guarantee servicing.
 7. Mitsubishi Electric will take ownership of any exchanged Product or component.
 8. Mitsubishi Electric will not be liable for any fault or costs of repair resulting from:
 - incorrect installation, incorrect application, inadequate commissioning or failure to commission;
 - lack of regular maintenance or neglect;
 - accidental damage, malicious damage, misuse, any alteration or tampering with a Product, any inappropriate previous repair by a person not approved by Mitsubishi Electric or where the damage has been caused during maintenance servicing by any third party;
 - failure to use for normal domestic purpose.
- For any cylinders supplied by Mitsubishi Electric, this must be fed only from the public mains water supply and used only for storage of potable (i.e. drinkable) water and must not have been subject to frost damage.
9. Faults and any associated costs arising due to lack of power or water, water contamination or scale formation or air pollution are not covered by this guarantee.
 10. Mitsubishi Electric reserves the right to inspect the Product at your home before proceeding with any guarantee repair or replacement.
 11. Any valid guarantee claim or guarantee service by Mitsubishi Electric does not extend the original period of this guarantee.
 12. This guarantee applies only to the original installation address. This guarantee is valid only for a product installed in a home in Great Britain (i.e. England, Scotland or Wales). (Mitsubishi Electric operates in other EEA territories but has only national service support for this product configuration).
 13. Mitsubishi Electric shall make final determination as to the validity of any guarantee claim.
 14. Where there is "No Fault Found" in your Product or your guarantee claim is rejected in accordance with these conditions, Mitsubishi Electric shall be entitled to charge you all reasonable costs incurred by your installer or Mitsubishi Electric in attending your home.
 15. Mitsubishi Electric (and any Mitsubishi Electric Business Solutions Partner, Accredited Installer or other Mitsubishi Electric service contractor supporting guarantee services) shall not be liable by this guarantee for:
 - Any consequential loss, and any loss of profits, revenues or receipts howsoever arising from any non-conformity or defect affecting the Product or from any delay in repair or replacement of the Product;
 - Any loss or damage caused by delay in conduct of services or supply of parts required to rectify the non-conformity or defect (provided Mitsubishi Electric will use all reasonable efforts to ensure services are performed on a timely basis);
 - For delay caused by any matter beyond Mitsubishi Electric's reasonable control;
 - For repair or replacement of any Product consumables.
 16. Mitsubishi Electric recommends that you enter into a maintenance service agreement with either a Mitsubishi Electric Business Solutions Partner, Accredited Installer, (see (i) above), a suitably qualified competent maintenance services provider or with Mitsubishi Electric directly. However, Mitsubishi Electric is not responsible for:
 - the costs of any maintenance servicing;
 - any service attendance by any third party service provider and/or any unauthorised repair or replacement.
 17. Mitsubishi Electric shall not be liable by this guarantee for any charges levied by an installer or any third party for any other services provided by that installer or third party. Mitsubishi Electric will not reimburse for any such charge.
 18. The table for Guarantee period, Guarantee claims procedure and terms for any Guarantee Service visit and other terms and instructions set out in this document all apply as conditions to guarantee.

CONDITIONS

19. You may transfer this guarantee only to the new owner of the home.

20. Personal data protection:

Mitsubishi Electric is a data controller. Our full name and contact details are set out at the foot of these Conditions.

Your rights, complaints and contacting us regarding data protection rights:

- Our Privacy policy is available at: <http://emea.mitsubishielectric.com/en/utilities/privacy/index.page>
Please see section 5 of that policy regarding "Your rights and contacting us".
- If you have any questions about Our use of Your personal information or wish to exercise any of Your rights under applicable data protection laws, including your right to obtain details of Your personal information that We process in electronic form and to rectification and/or erasure of Your personal information please contact Us by completing the General Data Protection Enquiry form at: <https://www.mitsubishielectric.com/contact/ssl/php/1101/inquiryform.php?fid=1101>
Please state clearly on the form that your inquiry relates to the Homeowner Guarantee.
Your question or request will be directed to the most appropriate person.
- Our lead data protection regulator is the Dutch data protection regulator (Autoriteit Persoonsgegevens) and its contact details are set out below:
Email: info@autoriteitpersoonsgegevens.nl
Address: Autoriteit Persoonsgegevens Prins Clauslaan 60 P.O. Box 93374 2509 AJ Den Haag/The Hague Tel. +31 70 888 8500 Fax +31 70 888 8501
You may take any complaint relating to our processing of your personal data to that Dutch regulator or to the UK Information Commissioner's Office, see: <https://ico.org.uk/make-a-complaint/your-personal-information-concerns/>

How your personal information is used and shared; and use outside UK/EEA: Mitsubishi Electric will use the personal information that you provide us as set out below (our grounds justifying such use are set out in brackets after each use):

- (a) to administer and provide the guarantee services (to perform our guarantee obligations to you);
- (b) to develop and improve our services and products (Your personal information will be de-personalised for these purposes except where Mitsubishi Electric is responding to a problem with your Product) (which is in our legitimate interests (to enhance our business));
- (c) only where you have positively requested that Mitsubishi Electric contact you with details of services and maintenance packages and/or new products and services which may be of interest to you and you have not withdrawn that request (which is in our legitimate interests (to promote our business));
- (d) to meet legal obligations applicable to Mitsubishi Electric and to respond to requests from law enforcement agencies and regulators (which may lead to the disclosure of your personal information to such third parties and is to meet our legal obligations);
- (e) Mitsubishi Electric may transfer your personal information to countries outside the UK and European Economic Area whose data protection regimes may not be as strict as those within the UK. Where Mitsubishi Electric does so, it will do so only in accordance with applicable data protection laws and will ensure that the entity receiving such personal information is subject to a suitable export mechanism (if you contact us, we will give you details of the relevant export mechanism); and
- (f) Mitsubishi Electric may share your personal information with other Mitsubishi Electric group companies and agents and contractors only for the purposes set out above and those entities may use the personal information for those purposes.

Retention/deletion of personal information

At any time upon your request and in any event where you transfer the benefit of guarantee to a new owner of the home Mitsubishi Electric will cease to hold and use any personal information you have provided to us (except to the extent Mitsubishi Electric reasonably determines that it must retain such information in order to respond effectively to any claim(s) against it). A transfer of guarantee does not apply to your deleted personal information.

We may retain data in our system that relates to the Product, but which is not identifiable to you personally.

THIS GUARANTEE DOES NOT AFFECT YOUR STATUTORY RIGHTS

THIS GUARANTEE DOES NOT AFFECT ANY LEGAL RIGHTS YOU MAY HAVE AS A CONSUMER UNDER APPLICABLE NATIONAL LEGISLATION GOVERNING YOUR PURCHASE OF THIS PRODUCT.

Mitsubishi Electric Europe B.v. UK Branch,
Living Environmental Systems, Travellers Lane, Hatfield, Herts, AL10 8XB, UK

Mitsubishi Electric Europe B.V. is a Netherlands limited liability company with a registered English branch (number FC019156, BR003391). UK Data Protection Register no. Z6943649. Mitsubishi Electric Europe B.V. uses personal information about our customers and suppliers to operate our business and provide services in accordance with our Privacy Policy - see:
<http://emea.mitsubishielectric.com/en/utilities/privacy/index.page>