

NIBE UK Aftersales Terms and Conditions

("Aftersales Terms")

Please read these Aftersales Terms carefully.

1. WHAT IS THE SCOPE OF THESE AFTERSALES TERMS?

- 1.1 These Aftersales Terms set out the guarantee and other forms of support we will provide to you in respect of NIBE Products (as defined below) installed by an Installer (as defined below) on the UK mainland.
- 1.2 To be entitled to enforce these Aftersales Terms, you must:
 - 1.2.1 be the person who purchased the NIBE Product; or
 - 1.2.2 be a third party to whom ownership of the NIBE Product has been transferred, provided that such third party has informed us in writing within 28 days of taking ownership of the NIBE Product and we have agreed to provide Warranty Services and/or Service Plan Services to such third party in accordance with clause 12.1.2.
- 1.3 If you wish to make a claim under these Aftersales Terms or have any questions about these Aftersales Terms (including whether you are covered by these Aftersales Terms), please contact your Installer in the first instance.
- 1.4 Alternatively, you can always contact us via email at customer.services@nibe.co.uk or via telephone on 0330 311 2201 during Business Hours (as defined below).

2. DEFINITIONS

- 2.1 In these Aftersales Terms the following expressions have the meanings stated, unless the context otherwise requires:

Business Hours: 08:30 – 17:00 Monday to Friday (excluding bank holidays);

Effective Date: the date on which an Installer installs the NIBE Product;

Exclusions: those circumstances, as specified in Schedule 1, where we will not be liable to provide the Warranty Services without One-Off Charges becoming payable.

Force Majeure Event: has the meaning given in clause 10.1;

Installer: an accredited NIBE trained installer;

Investigation and Diagnosis Fee: the fee which may be payable by you for some One-Off Chargeable Call Out Services, as specified in more detail in the OCCO Terms.

NIBE, we, us or our: NIBE Energy Systems Limited, a private limited company registered in England and Wales under company number 05764775 and with registered office at Unit 3c Broom Business Park, Bridge Way, Chesterfield, Derbyshire, S41 9QG;

NIBE Product: a product which is subject to these Aftersales Terms;

One-Off Charges: any additional charges which may be payable by you for One-Off Chargeable Call Out Services, as set out in our OCCO Terms [here](#);

One-Off Chargeable Call Out Services: any repair services provided by us outside of the Warranty Services, as specified in our OCCO Terms [here](#);

One-Off Chargeable Call Out Service Terms / OCCO Terms: the terms and conditions which apply to our provision of the One-Off Chargeable Call Out Services as set out [here](#).

Pre-Conditions: has the meaning given in clause 4;

Servicing: the annual servicing of your NIBE Product, as more particularly described in the Servicing Terms [here](#);

Servicing Charges: the charges payable by you for Servicing as specified in the Servicing Terms;

Servicing Terms: the terms and conditions which apply to our provision of Servicing as set out here: [Servicing Terms](#);

Warranty Period: unless another period is agreed in writing between you and the Installer (as described on our website), the fixed period of:

(a) twenty four (24) months from the date of installation of the NIBE Product; or

(b) thirty three (33) months from the date of manufacture of the NIBE Product,

whichever is due to expire first, during which the Warranty Services will be provided in respect of your NIBE Product;

Warranty Services: the services provided by us to you in respect of your NIBE Product during the Warranty Period, as set out in these Aftersales Terms and, more specifically, clause 3.2.

3. **OUR COMMITMENT TO YOU**

3.1 Subject to the Pre-Conditions, any Exclusions and these Aftersales Terms, from the Effective Date and for the duration of the Warranty Period, we warrant that the NIBE Product shall:

3.1.1 conform in all material respects with their description;

3.1.2 be free from material defects in design, material and workmanship; and

3.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);

- 3.1.4 be fit for any purpose held out by us; and
- 3.1.5 comply with all applicable statutory and regulatory requirements.

3.2 Subject to the Pre-Conditions, any Exclusions and these Aftersales Terms, if, during the Warranty Period:

- 3.2.1 your Installer submits a claim to us within a reasonable time of discovery that your NIBE Product does not comply with the warranty set out in clause 3.1;
- 3.2.2 we are given a reasonable opportunity to examine your NIBE Product; and
- 3.2.3 you or the Installer (if asked to do so by us) returns your NIBE Product to our place of business at our cost,

we shall, at our option, provide parts and labour (at our cost) to repair and/or replace the defective NIBE Product (**Warranty Services**).

3.3 The Warranty Services are provided in addition to your legal rights under the Consumer Rights Act 2015 in relation to non-conforming goods and services. Advice about your legal rights is available from your local Trading Standards office.

3.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from these Aftersales Terms.

4. **LIMITATIONS**

4.1 We shall only be liable to provide the Warranty Services where all of the following conditions have been met (collectively the **Pre-Conditions**):

- 4.1.1 the NIBE Product has been installed and commissioned by an Installer;
- 4.1.2 you or an Installer has completed and returned the guarantee registration card or guarantee form in respect of the NIBE Product within twenty eight (28) days of installation of the NIBE Product;
- 4.1.3 Servicing has been carried out on the NIBE Product within the twelve (12) months immediately prior to you or an Installer submitting a claim under clause 3.2.1;
- 4.1.4 your Installer has provided us (or promptly provides us upon request) with any information we may require in order to provide the Warranty Services, including but not limited to:
 - (a) the serial number of the NIBE Product;
 - (b) the date on which the NIBE Product was installed;

- (c) your name, address and contact details;
- (d) the name of your Installer; and
- (e) a description of the fault with your NIBE Product; and

4.1.5 the NIBE Product is (in our reasonable opinion) being used in your commercial or domestic and private premises and is not being used for any re-sale purpose or otherwise being commercially exploited. If you use your NIBE Product for any re-sale purpose or otherwise commercially exploit your NIBE Product, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity you incur as a result; and

4.1.6 we have satisfied ourselves (at our sole discretion) that the age of the NIBE Product is not such that we consider it unviable to provide Warranty Services.

4.2 We shall not be liable to provide the Warranty Services where any of the Exclusions apply.

4.3 These Aftersales Terms shall apply to any repaired or replacement NIBE Products, provided that we will only provide the Warranty Services in respect of any repaired or replacement NIBE Products for the remainder of the Warranty Period.

4.4 Where, in providing the Warranty Services, we remove all or a part of a NIBE Product, ownership in and all rights consisting in such NIBE Product (or part thereof) shall vest in us.

5. **PROVISION OF WARRANTY SERVICES**

5.1 We will provide Warranty Services which:

5.1.1 conform in all material respects with their description;

5.1.2 are carried out with reasonable care and skill;

5.1.3 are fit for any purpose we say the Warranty Services are fit for, or for any purpose for which you use the Warranty Services and about which you have informed us in writing, or we could reasonably expect you to use the Warranty Services;

5.1.4 are free from material defects in design, material and workmanship; and

5.1.5 comply with all applicable statutory and regulatory requirements for supplying the Warranty Services.

- 5.2 We will make every effort to complete the Warranty Services promptly but there may be delays:
- 5.2.1 due to a Force Majeure Event or other circumstances beyond our control;
 - 5.2.2 where we are prioritising the breakdown of another NIBE Product which is resulting in a loss of heating and hot water in extreme weather conditions or affecting vulnerable people.
- 5.3 In such circumstances as described in clause 5.1, we will contact you as soon as possible to let you know about any delay, take steps to minimise the effect of the delay and complete the Warranty Services as soon as reasonably possible. Provided we do this, we will not be liable for delays caused by any of the circumstances described in clause 5.1.
- 5.4 If we cannot attend a scheduled appointment to provide Warranty Services for any reason, we will contact you as soon as is reasonably practical to inform you and re-arrange.
- 5.5 If no one is available at your address to allow us access to your property in order for us to perform the Warranty Services, we will leave you a note informing you of how to rearrange any scheduled appointment date.
- 5.6 If you do not:
- 5.6.1 allow us access to your property to perform the Warranty Services as arranged (and you do not have a good reason for this); and/or
 - 5.6.2 contact us to confirm/rearrange any scheduled appointment date within a reasonable period of time,
- we may charge you One-Off Charges incurred by us as a result.
- 5.7 We may have to suspend the Warranty Services if we have to deal with technical problems, or to make improvements to the Warranty Services. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.
- 5.8 It is your responsibility to retain all records and receipts in support of the validity of a warranty claim.
- 5.9 We reserve the right to amend the Warranty Services and charge One-Off Charges for call-outs which fall under an Exclusion or where the defect is as a consequence of your failure to maintain, use or correctly install the NIBE Product.

- 5.10 Our engineers carry a fully stocked van of spares, tools and equipment to effect repairs on site. However, if our engineer cannot rectify any defect on site, we will contact you to arrange a further mutually convenient appointment.
- 5.11 We reserve the right during busy periods to utilise trained service partners to carry out services and repairs.
- 5.12 The welfare of our engineers and service partners is very important and we reserve the right to abort any visit and ultimately cancel any appointment where their safety is compromised. If, in their reasonable opinion at the time of their visit, our or our service partner's personnel consider that their welfare and safety is being compromised or at risk, you will be notified and if nothing is done to make the situation better for the personnel and the risk still applies then our or our service partner's personnel may leave the site and One-Off Charges may apply.
- 5.13 Our engineers use medium wheel based, high roof commercial vehicles and must be able to park at a practical distance to your property to enable them to transport parts and tools alike. It is your responsibility to ensure access and parking is available at the agreed visit time. Should our personnel need to reschedule as a consequence of not having suitable access, One-Off Charges may apply.
- 5.14 The Warranty Services will be supplied from the Effective Date. Unless otherwise cancelled by either of us in accordance with these Aftersales Terms, we will continue to provide the Warranty Services for the Warranty Period.
- 5.15 Upon the expiry of the Warranty Period, unless you enter into a Service Plan Contract with us in accordance with our [Service Plan Terms](#), any further repairs or replacement products you may require in respect of your NIBE Product will be provided to you as One-Off Chargeable Call Out Services in accordance with our [OCCO Terms](#).
- 5.16 We reserve the right to require you to pay a deposit before we attend your property to provide Warranty Services.
- 5.17 Where we require you to pay a deposit under clause 5.16, then:
- 5.17.1 if, following our attendance of your property we find that:
- (a) clause 5.6 applies; or
 - (b) any of the Pre-Conditions have not been met; or
 - (c) an Exclusion applies; or
 - (d) you have otherwise failed to comply with these Aftersales Terms,

we shall be entitled to apply such deposit against any One-Off Charges that are payable by you; and

5.17.2 we will refund you any such deposit promptly and in full if, following our attendance of your property, we find that you are entitled to receive Warranty Services free of charge under these Aftersales Terms.

6. DEFECTIVE SERVICES

6.1 In the unlikely event that the Warranty Services do not conform with these Aftersales Terms:

6.1.1 please let us know as soon as possible after we have carried them out; and

6.1.2 in addition to your rights under the Consumer Rights Act 2015 (to the extent you are a consumer customer and in respect of which you can receive detailed information from the Citizens Advice website www.adviceguide.org.uk or by calling 03454 04 05 06), we will re-perform the Warranty Services.

6.2 These Aftersales Terms will apply to any replacement Warranty Services we supply to you.

6.3 If you are still unhappy with quality of the Warranty Services that we have provided to you, you may exercise any of your rights under the Consumer Rights Act 2015.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The copyright, trade marks, design rights and all other intellectual property rights in any materials and other documents or items that we prepare or produce for you in connection with the Warranty Services will belong to us absolutely.

8. LIMITATION OF LIABILITY

8.1 Subject to clause 8.2, if either of us fails to comply with these Aftersales Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Aftersales Terms at the Effective Date.

8.2 You agree not to use the Warranty Services for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.3 If we are providing the Warranty Services in your property, we will make good any damage caused by us in the course of installation or performance. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of performing the Warranty Services.

- 8.4 This clause does not exclude or limit in any way our liability for:
- 8.4.1 death or personal injury caused by our negligence; or
 - 8.4.2 fraud or fraudulent misrepresentation; or
 - 8.4.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 8.4.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability.

9. **CHANGES TO THESE AFTERSALES TERMS**

- 9.1 We have the right to revise and amend these Aftersales Terms from time to time to reflect changes in market conditions affecting our business, changes in raw materials and subcontractor costs, technology, changes in payment methods, changes in relevant laws and regulatory requirements and/or changes in our system's capabilities.
- 9.2 We will endeavour to give you prior notice of any changes to these Aftersales Terms and if you are unhappy with such changes you can choose to cancel the contract within 14 days of receiving such notice.

10. **EVENTS OUTSIDE OUR CONTROL**

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Aftersales Terms that is caused by events outside our reasonable control (**Force Majeure Event**).
- 10.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
- 10.2.1 strikes, lock-outs or other industrial action; or
 - 10.2.2 epidemic or pandemic (including but not limited to COVID-19);
 - 10.2.3 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
 - 10.2.4 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
 - 10.2.5 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or

10.2.6 impossibility of the use of public or private telecommunications networks.

10.3 Our obligations under these Aftersales Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Aftersales Terms can be performed despite the Force Majeure Event.

11. DATA PROTECTION

11.1 We (and our accredited suppliers) will only use the personal information you provide to us:

11.1.1 to provide the Warranty Services;

11.1.2 to inform you about similar services which we provide, unless you tell us that you do not want to receive this information; and

11.1.3 otherwise in accordance with our Privacy Policy, available [here](#).

11.2 Any calls you make to us may be recorded to monitor and improve the quality of the Warranty Services we provide to you.

11.3 Other than for the purposes as set out in this clause 11 we will not pass your data to or share your data with third parties.

11.4 You acknowledge and agree that we may pass your details to credit reference agencies.

12. GENERAL TERMS

12.1 Assignment.

12.1.1 Unless you transfer ownership of the NIBE Product registered in your name in accordance with clause 12.1.2 below, you may not transfer any of your rights or obligations under these Aftersales Terms to another person.

12.1.2 Should you decide to transfer ownership in your NIBE Product, the new owner must notify us within 28 days of the transfer date and we must have approved such transfer (such approval not to be withheld unreasonably) prior to us being required to continue to provide the Warranty Services to the new owner.

12.1.3 We can transfer all or any of our rights and obligations under these Aftersales Terms to another organisation or one of our service partners, but this will not affect your rights under these Aftersales Terms.

12.2 Notices.

- 12.2.1** If you wish to make a claim under these Aftersales Terms or have any questions about these Aftersales Terms (including whether you are covered by these Aftersales Terms), please contact your Installer in the first instance.
- 12.2.2** Where you do choose to contact us, you must send all notices to NIBE Energy Systems Limited c/o Service Department, Unit 3c Broom Business Park, Bridge Way, Chesterfield, Derbyshire S41 9QG or customer.services@nibe.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when communicating with us. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.
- 12.3 Severance.** If any court or competent authority decides that any of the provisions of these Aftersales Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 12.4 Waiver.** If we fail, at any time while these Aftersales Terms are in force, to insist that you perform any of your obligations under these Aftersales Terms, or if we do not exercise any of our rights or remedies under these Aftersales Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Aftersales Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 12.5 Third Party Rights.** A person who is not party to these Aftersales Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 12.6 Governing Law & Jurisdiction.** These Aftersales Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts.

SCHEDULE 1 EXCLUSIONS

We shall not be required to provide Warranty Services in any of the following circumstances. In such circumstances, any repairs we carry out in respect of your NIBE Product will constitute Out of Warranty Services, for which you will be required to pay Out of Warranty Charges:

(a) your NIBE Product:

- (i) is not accessible in accordance with our recommended installation coordinates; or
- (ii) has not been installed, operated and maintained in accordance with our instructions, manuals and technical documents; or
- (iii) is not situated in a domestic setting in the UK mainland and/or has not been used for domestic purposes; or
- (iv) has been modified or moved or relocated without our express consent (either within your property or to another property); or
- (v) has not been connected to a permanent and fixed power supply;

(b) you require repairs to your NIBE Product in respect of:

- (i) superficial damage which does not affect the performance of your NIBE Product; or
- (ii) damage caused by fire, flood, lightning, storms, power cuts, bad weather and any other loss or damage which would otherwise be covered by insurance (it is your responsibility to have adequate insurance in place in respect of your property); or

(c) the defect or fault in your NIBE Product arises from:

- (i) damage caused by misuse, neglect, accident, faulty installation, willful damage, accidental damage or any use of the NIBE Product other than for which it was designed; or
- (ii) a fault, failure or defect in the third party system (or the components of such third party system) in which the NIBE Product is installed, such as, by way of example: radiators, controls, underfloor heating, pipework, re-pressuring heating systems, secondary hot water pumps, hot water cylinders, ground loops requiring flushing, purging or repairing; or

- (iii) your energy usage (where we are unable to identify a manufacturing defect);
or
 - (iv) the failure or intermittence of utility supplies on which the NIBE Product is dependent; or
 - (v) changes made to ensure your NIBE Product complies with applicable statutory or regulatory requirements; or
 - (vi) the system water quality is not compliant with Part L legislation and BS 7953 2019;
- (d) upon inspection by us, we find no defect or fault with the NIBE Product; or
- (e) you have made further use of your NIBE Product after submitting a claim to us under these Aftersales Terms and we have advised you not to make any further use of your NIBE Product; or
- (f) you or a third party alters or repairs (or attempts to alter or repair) your NIBE Product without our prior written consent; or
- (g) in order to repair your NIBE Product, we would need to disassemble pipework other than that directly connected to your NIBE Product or the defective component of your NIBE Product.