

Smartfoam Ltd t/a Home Smart Energy Lynnem House 1 Victoria Road Burgess Hill, West Sussex RH15 9NF

Workmanship Warranty Form

- 1. We warrant to you that the installation will be carried out by appropriately qualified and trained personnel. They will use a level of reasonable care and skill as it is reasonable for you to expect. The warranty period for the installation services shall be 10 years from completion of the installation services.
- 2. If you make a valid claim about our service in accordance with our terms and conditions, we may arrange for the relevant products to be reinstalled by any of our 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. This warranty will only apply:
 - If the product has been installed by us and has been properly used and maintained throughout the warranty period.
 - If you have informed us of the alleged defect within the warranty period and within a reasonable period of discovery.
- 4. You will promptly provide all information and support including access to site and services that are reasonably necessary to enable us to evaluate any alleged defect and to perform its obligations under this warranty.

You will ensure 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. Any dispute as to whether a defect is covered by this warranty shall be immediately referred at the request of either party to the Home Insulation & Energy Systems (HIES) Contractors Scheme as detailed in Principle 8 and if necessary, Principle 10 of The Home Insulation & Energy Systems (HIES) Contractors Scheme.
- 6. Where we have 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. 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. Most products supplied by us come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the products is notified to us by you in accordance with our terms and conditions, we 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). This warranty does not replace or limit your legal rights to bring a claim against us as the retailer of the goods supplied.
- 9. Acts that may affect, suspend, or void the above warranty include:
 - Third party/unregulated electrical works, and/or adaptations to the equipment installed by the installer mentioned above.
 - Installing additional solar cells, inverter units, or battery storage units, optimisers, power diverters, from a third-party supplier without prior consent from the installer mentioned above.
 - Changing any fuses, work on fuse boards/consumer units or any actions that directly affect the functionality of the fuse associated with the installed system.
 - Any works in / on the property that involve uninstalling, moving, or altering the orientation of any part of the system without prior consent from the installer mentioned above.
 - Physically removing and breaking parts of the installed system, including but not limited to; dataloggers, battery cables, AC/DC cabling.
 - Acts of God, natural events that affect the functionality of the system. (It is always strongly advised to put the installed solar system on the properties home insurance in the event that they are damaged beyond repair).
 - Damaged caused via negligence such as; damage to wires by vermin, pets or children. Damp or water ingress found damaging to the installed system.