

TommaTech GmbH
www.TommaTech.de
+49 89 125 036860
mail@TommaTech.de

TOMMATECH

WARRANTY CONDITIONS FOR THE HEAT PUMP

This warranty policy regulates the warranty conditions and replacement and repair procedures applicable to TommaTech brand Heat Pumps ("Products") ("Warranty Conditions"). TommaTech GmbH is not obliged to repair or replace any product if it determines, in its sole discretion, that the damage/malfunction of the products does not comply with the terms of this warranty. TommaTech GmbH reserves the right to change these warranty conditions depending on commercial and technological developments. If a warranty certificate has been issued by TommaTech GmbH specifically for a particular country or region, the warranty conditions issued for the relevant country or region shall apply to the products sold in that country or region.

1. Warranty Claims

These Warranty Terms apply exclusively to TommaTech-branded heat pump devices. The warranty period begins on the date the sales invoice is issued by TommaTech GmbH. Repair or replacement services are provided only for defects and malfunctions covered under the warranty terms and only within the applicable warranty period.

This Warranty Policy applies to genuine TommaTech products installed at the initial installation site. This warranty certificate shall only apply to original products installed in accordance with the user manuals and warranty conditions by a suitably qualified professional electrician authorized by TommaTech GmbH. This warranty policy will be void if the products are sold through unlicensed sales channels and/or second-hand. End consumers who purchase TommaTech brand Heat Pumps from a dealer other than TommaTech GmbH must first contact the relevant dealer from whom they purchased the product for their claims under warranty.

TommaTech Heat Pumps

The standard warranty period for TommaTech heat pumps of the Titan Series is 2 (two) years from the date of issuance of the purchase contract by TommaTech GmbH.

The standard warranty period for the compressor is 5 (five) years from the same date.

For the Power Series, the warranty period is 5 (five) years.

2. Limited Warranty

No Failures, damages, or malfunctions are covered by this warranty, except for Failures and malfunctions caused by the manufacture of the products, including but not limited to the reasons listed below.

1. Failures, defects and malfunctions caused by external causes such as but not limited to power outages, power surges, lightning, explosions, fires, floods, earthquakes, typhoons, hurricanes, tornadoes, volcanic eruptions, tsunamis, lightning strikes on products and accessories or their surroundings, Failures, defects and malfunctions caused by reasons such as snow and salt damages, weather and natural events, natural disasters, acid rain, smoke, air pollution or other pollution, Failures, defects and malfunctions caused by external factors and unforeseen circumstances such as dirt or dust on the products and accessories, intentional or negligent damages and actions performed by the user of the products or 3rd parties, negligent or intentional accidents, force majeure, etc.,
2. Failures, defects and malfunctions beyond the control of TommaTech GmbH,
3. Incorrect or improper use of the product, user errors,
4. Defects, Failures and malfunctions caused by the use of the product for purposes other than its design or use,
5. Improper, incorrect or unauthorized installation, commissioning, maintenance, operation or modification,
6. Inappropriate, outdoor working conditions, use exceeding upper-lower water temperatures, Failures and malfunctions arising from user errors and faults, and damages caused negligently or intentionally,

7. Failures, defects and malfunctions caused by the removal of products or accessories and/or their mechanisms, utilities, parts or equipment,
8. Inadequate ventilation and circulation, resulting in reduced cooling and natural airflow,
9. Installation in a corrosive environment,
10. Damages that occur during the transportation or transportation of products,
11. Bodily (death, injury, etc.) or material damages to living or non-living things,
12. Heat pump screen malfunction due to reasons not related to product manufacturing.
13. Intervention, assembly, disassembly, reinstallation, replacement, maintenance, operation or modification of the Product or its components by persons other than TommaTech GmbH or persons authorized by it,
14. Products whose sub-sales points, installer, installation and device information are not shared with TommaTech and therefore products that are not registered in the TommaTech system, where TommaTech GmbH cannot determine whether the installation has been completed properly,
15. Breakage, cracking or damage to the products in any way due to external influences and factors,
16. In case the model, type, label or serial number of the products is changed, deleted or made illegible,
17. Use of the Products in a manner that infringes the intellectual property rights of TommaTech GmbH or third parties, such as patents, utility models, trademarks, copyrights, design rights, etc.;
18. Errors, Failures and malfunctions arising from the installation, commissioning and application of the products or other products, materials and accessories specified in these warranty conditions,
19. Failures, defects and malfunctions caused by other products and materials in the solar energy system,
20. Failures, defects and malfunctions caused by the use of products and accessories on moving units, including but not limited to vehicles, ships, etc.,
21. Expiration of the warranty period of the product,
22. Failure to return the products replaced with a new or substitute to TommaTech GmbH or its cooperating distributors within 15 (fifteen) days after the relevant request of TommaTech GmbH,
23. Failures, defects and malfunctions arising from the transportation of the product and its storage under unsuitable conditions,
24. Failures, defects and malfunctions that occur due to the location and installation area that is not suitable for the specifications of the products and accessories,
25. Failures, defects and malfunctions that occur in the products and the system in which the products are used due to the electrical infrastructure in the place where the installation will be made,
26. Failures, defects and malfunctions caused by installation and applications in violation of product instructions, user manuals, safety rules and labels on the products,
27. The model, type, label or serial number of the product has been changed or erased or becomes illegible,
28. Moving the product from the first place where it was installed to another place or moving the product to an address other than its registered address without the knowledge of TommaTech GmbH,
29. Failure to report the malfunction to TommaTech GmbH immediately after the occurrence of the defect of the product,
30. Errors or defects caused by third-party embedded or external software or hardware (e.g. devices that control the heat pump) without the written consent of TommaTech GmbH,
31. Modifying, falsifying or altering the product,
32. defects that adversely affect the proper functioning of the Heat Pump or its components or accessory,
33. Ordinary and reasonable wear or tear,
34. Taxes, import/export fees or costs, and other general administrative costs,
35. Not operating in a closed loop (closed loop) as seen in the mechanical installation wiring diagrams in the User's Manual of the Product,
36. Ignoring the temperature value ranges of the region where the product will operate,
37. While commissioning the product, the products such as balancing tank, rubber feet, strainer etc. were not installed together with the Heat Pump installation,
38. Damages that may occur as a result of clogging, calcification, puncture and freezing that may occur in the plate heat exchanger as a result of not adding water under the conditions of 8 German hardness (30 mg calcium carbonate ratio for 1 liter of water) in the product and equipment installation and lime,

corrosion and freezing protection chemicals according to the ratio of the region where the determined amount of water is located,

The Replacement Heat Pump or accessories with technical improvements may not be fully compatible with other components of the system. The costs incurred as a result of this will not be covered by the warranty. In addition, all other damages and expenses, including, but not limited to, claims for compensation for direct or indirect damages caused by defective products or loss of power, loss of profits, loss of opportunity generated during the period of product inoperation, are excluded from the warranty. In any case, TommaTech GmbH's total liability under these warranty conditions shall not exceed the sales price of the product claimed to be defective under the warranty by TommaTech GmbH.

This warranty policy does not cover materials or equipment (heat pump, compressor, heat exchanger, etc.) not manufactured by TommaTech GmbH and defects and malfunctions that may occur in these materials and equipment for any reason.

This Warranty Policy does not cover claims and claims for products that contain cosmetic or superficial defects, dents, marks, or scratches that do not affect the proper functioning of the product.

Claims in excess of these warranty conditions are not covered by the warranty. In addition, all external and auxiliary parts and units (e.g., monitoring/communication devices, batteries, hardware/software controllers, etc.) installed in the products by third parties are not covered by the warranty.

TommaTech GmbH accepts no liability under this warranty policy (or any other warranty condition or assurance) if the total price of the products is not paid by the due date.

Replacement or repair of products or components under warranty does not extend the existing warranty period. No replacement warranty period is given for repaired or replaced products or their components. The warranty period of the product or component replaced or repaired under warranty will be the remaining warranty period of the first product after replacement or repair.

For products that are out of warranty or whose warranty period has expired, TommaTech GmbH charges additional costs including, but not limited to, technical service fee, spare parts fee, material fee, labor cost, shipping fee, etc.

For the purpose of better analysing and troubleshooting claims under warranty, it is recommended that the user register the products online in the TommaTech-Portal system. Otherwise, the user will need to provide detailed information on the TommaTech RMA form for claims under warranty.

- **On-site service fee:** The cost and time of travel required for technicians to provide on-site service, the cost of labor required for technician to install, inspect, repair, test and maintain products, etc.
- **Material cost:** The cost of procuring and/or replacing products, parts, components, or other related materials.
- **Shipping costs:** Delivery costs, including the costs of shipping the product from the user to TommaTech GmbH and/or shipping the repaired/replaced product from TommaTech GmbH to the user.

3. Repair and Replacement Service

For requests for replacement or repair of any product suitable for repair or replacement within the warranty period by taking advantage of these warranty conditions, the following elements must be submitted to TommaTech GmbH.

1. Product and fault data such as product model, serial number, fault code, fault description, etc.,
2. Commissioning report proving that the installation was carried out according to the user manual,
3. Description of the malfunction, including informative pictures,
4. Copy of the original purchase invoice and payment receipts,
5. Valid warranty certificate,
6. Test report issued by qualified electrician,
7. Documents related to previous requests/exchanges (if any),

8. Other supporting documents that may be requested by TommaTech GmbH are:

TommaTech GmbH reserves the right to refuse replacement or repair requests in cases where the above-mentioned information and documentation are not provided. Claims under warranty must first be immediately notified to the local dealer where the product was purchased or to the contractor who installed it. The relevant dealer or contractor will contact TommaTech Technical Service if necessary. If the claimant does not receive a response or service from the seller or contractor about the warranty claim or is not satisfied with their services, they will be able to contact TommaTech Technical Service Unit (support@TommaTech.de) and report their claims under the warranty.

4. Liability of TommaTech GmbH

Upon complete submission of the necessary information and documents listed in Section 3 to TommaTech GmbH and, if necessary, with the support of the customer, after attempts to rectify the problem, TommaTech GmbH will assign a unique case number to the contractor or customer performing the installation. This case number will be used as a reference in all communications regarding warranty claims. Customers must send the allegedly defective product to TommaTech GmbH, packaged in its original packaging so that it will not be damaged during transport. In the event that TommaTech GmbH determines that the alleged defect in the product is covered by the warranty after receipt of the product claimed to be defective as specified and the completion of its inspection, depending on the condition of the defect, TommaTech GmbH may, at its own discretion;

- Can correct the defect by updating the product's software or changing configurations,
- Can repair the product under warranty,
- It can provide an equivalent replacement (repaired, refurbished, or at least upgraded model with equivalent functions) or a new device.

TommaTech GmbH may ensure that the services covered by the warranty are performed by the technical service partners it has determined.

5. Liability of the Contractor or Seller

Contractors or sellers of a TommaTech Heat Pump are required to work in cooperation with TommaTech GmbH to correct the fault or error message via remote support or PC connections by contacting the TommaTech GmbH Technical Service Centre directly in order to carry out the warranty operations of the product that fails under warranty.

6. Inspection and Technical Service Fee for Heat Pumps Not Covered by Warranty or Not Defective

In the event that TommaTech GmbH determines that a product that is claimed to be defective under warranty is not covered by the warranty or defective, TommaTech GmbH reserves the right to charge the customer the inspection and technical service fee determined for each product, as well as the costs of shipping and packaging.

7. Extended Warranty

TommaTech Heat Pump products have the possibility to purchase an extended warranty within the periods to be determined by TommaTech GmbH and for a price to be requested by TommaTech GmbH. The final decision on whether or not to apply an extended warranty to the product rests solely with TommaTech GmbH.