

CHWS Cylinders – General Warranty Terms, Conditions and Exclusions

CHWS will within the warranty period, from the date of purchase, supply a new replacement unit of the equivalent size and quality if it is proved to be leaking or corroding **due to faulty manufacture or material defects**. Claims must be validated by CHWS Ltd who will also have sole discretion on the validity of any claim.

The obligations of CHWS by virtue of the warranty provided do not extend beyond delivery free of charge from the warehouse of the parts or components or water heater to be replaced. **Transport, positioning, labour, installation, and any other costs associated with the replacement will not be accepted by CHWS.**

The warranty period given on the replacement water heater shall be equal to the remaining warranty period of the original water heater that was supplied.

Notwithstanding that stated in these terms and conditions, if unfiltered or soft water outside the acceptable LSI parameters of the potable water used, or potable water is allowed to stand in the water heater, the warranty shall be void.

All other unspecified equipment, including ancillary components and spare parts, are provided with the standard manufacturer's warranty only.

CHWS grants no other warranty or guarantee over its water heaters and associated products nor the "assemblies or parts of" supplied for replacement, other than the warranty expressly set out below.

The warranty conditions as set out below will solely apply under the following terms:

- The equipment must be installed, operated, and serviced strictly in accordance with the specific instructions for the relevant model as detailed in the product manual, and in full compliance with all applicable government and local authority codes, standards, and regulations in effect at the time of installation or service.
- The equipment must remain installed in its original location, with adequate access provided to and around it, and within a safe, non-hazardous, and non-corrosive environment.
- Functional means of isolation for all relevant services, including gas, water, and electricity, must be provided and maintained.
- The equipment must be operated within its specified safe design limits, ensuring that neither the temperature nor pressure exceeds the values stated on the appliance data plate, and that it is not operated under vacuum conditions.
- The equipment must undergo regular servicing and maintenance by an approved, qualified operative in accordance with the manufacturer's recommendations and relevant building risk assessments. Service or maintenance should be conducted within one year of the commissioning date and subsequently at least annually, with records of all work made available upon request. Details of required maintenance and frequency can be found in the Operation & Maintenance manual
- All maintenance activities, inspection results, treatment details, and any repairs or corrective actions must be clearly recorded in a system logbook.
- The warranty for any parts replaced under this warranty will correspond to the remaining duration of the original equipment's warranty period.

- CHWS reserves the right to determine the most suitable method of repair or replacement based on the nature and circumstances of the fault or failure.
- Certain water quality parameters are required to be met. These can be found in the Operation & Maintenance manual.

CHWS provides no additional warranty or guarantee on its supplied equipment, components, or assemblies, including any items supplied for replacement or repair, beyond the warranty terms explicitly set out in this document.

CHWS accepts no liability for any consequential damage to persons, property, equipment, or hot water systems resulting from its supplied equipment, components, assemblies, or replacement parts. Additionally, CHWS is not liable for any business interruption or losses beyond the repair or replacement of the equipment covered by the warranty claim, including, without limitation, loss of profits, revenue, business, goodwill, or any indirect or consequential loss or damage.

The warranty conditions outlined in this document shall not apply in the following circumstances:

- Consumable or service parts, including but not limited to gaskets, seals, O-rings, fuses, filters, ignition and flame-sensing probes, or any other components classified as replaceable.
- Failures or leaks caused by rust or corrosion in equipment or components that have been exposed to potable water.
- Scale damage and weeps from gaskets and/or piped connections are not covered.
- Damage to the equipment or installation resulting from external factors, including accidental or deliberate damage, vandalism, theft, fire, flood, lightning, explosion, vacuum, frost, exposure to the elements, or other events beyond CHWS's control.
- Problems resulting from improper installation, system design, or maintenance.
- Cosmetic damage, such as scratches, scuffs, or dents, that does not affect the operation or performance of the equipment.
- Misuse, neglect, modification, or incorrect or unauthorised use of the equipment.
- Any repairs or attempted repairs to address leaks.
- Any work performed by individuals who are not approved and qualified operatives.
- Costs and work carried out by unauthorised third parties.
- Use of spare, service, or repair parts that are not original or approved by CHWS.
- Contamination of the water system with unapproved substances or water that does not meet the specified quality requirements for the equipment.
- Work and associated costs incurred when no faults are identified in the equipment.
- Work and associated costs resulting from issues with the building's or equipment's utility supply, including gas, oil, water, or electricity.
- Work and associated costs related to parts supplied alongside, but not as part of, the equipment, which are covered solely by the manufacturer's warranty.
- Additional visits or site time needed to repair the equipment due to circumstances beyond the attending engineer's control, such as lack of plant room lighting, unsafe access, restricted access, or inability to isolate the appliance.
- Any specialist equipment necessary to access or replace the appliance due to its installation location, including, but not limited to, cranes, hi-ab vehicles, scaffolding, aluminium towers, ladders, harnesses, or edge protection.
- Any work required as a result of incorrect use of the appliance, including, but not limited to, descaling or power flushing.

Warranty Claim Procedure

To commence a claim, please request a Warranty Claim Form by emailing operations@chwsltd.co.uk or by telephoning CHWS on 01934 244770. Use option 3 for Operations.

You will be required to complete the form in full, attaching supporting documents as required. Please return the form and documents to operations@chwsltd.co.uk

You must supply a purchase order to cover all replacements and make arrangements for the return of any defective parts, assemblies, or equipment.

CHWS may choose to dispatch an engineer to the site to repair or assess faults. All warranty returns to CHWS are subject to inspection and validation before approval. Certain components, such as heat exchangers and tanks, may require additional factory investigation.

No claims are payable until the warranty item has been received, inspected, and approved for warranty claim by CHWS.

Following the approval of a claim, the invoice relating to the replacement goods dispatched will be credited by CHWS.