



Warranty Document

12 Month Warranty

Help and Information

DON'T FORGET
TO REGISTER
YOUR PRODUCT
SEE INSIDE FOR DETAILS

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Welcome to MTD:

Thank you for purchasing an MTD product.

We value your custom, and strive to provide you with the best service we can.

MTD products are manufactured to the highest possible standards, and are renowned for their quality and reliability. Every MTD product comes with a one year Warranty as standard, and the option to upgrade to an extended warranty. In order to activate this warranty, you must register your product within 30 days.

This will offer you the reassurance of complete parts and labour cover, should you have any problems with your MVHR Unit.

This warranty provides service support in addition to your statutory rights which are not affected.

About MTD:

MTD market a versatile product portfolio of Heat Recovery Units. Products are available through a wide range of distributors, dealers and resellers.

At MTD not only do we have the range of solutions to meet your requirements today but also the commitment and expertise to help you or your company in the constant search for Energy Efficiency and Improved Indoor Air Quality

We are geared towards meeting these challenges. As we work closely with our customers to establish long - term business partnerships.

MTD are dedicated to the principle of continuous improvement throughout every aspect of our operation. This gives you the assurance that you are dealing with a company that can be relied upon. Naturally the whole MTD Group ensures during design of our technologies and products, that we are committed to developing and implementing environmental controls.

Emission levels are minimised and recyclable materials utilised whenever possible.

Products:

MTD make a wide range of MVHR products that cater for any working environment

MTD Warranty:

MTD Solutions Ltd endeavour to ensure that each product is produced to the highest standards and fully inspected prior to despatch.

In addition to your statutory rights, for the first year of ownership your product is also covered by a Supplier Warranty, which provides additional services to you in the event of problems.

The terms and conditions of this warranty are detailed in this booklet.

We recommend you keep all packaging for the duration of the 12 month warranty after which you should dispose of all waste packaging in accordance with all legislation for the protection of the environment.

MTD Solutions will not be liable for negligence on your behalf.

MTD Solutions will usually provide your Supplier Warranty, except where you have bought your product from a reseller who has made arrangements with us to provide your warranty. In this case, the terms and conditions of this warranty document are superseded by the Reseller's warranty terms and conditions.

MTD products when properly used, will render excellent service. Therefore, users should read the User Guide and any other literature supplied with the product carefully as misuse or failure to follow the instructions may render this warranty void.

This warranty is not transferable and excludes routine maintenance, consumables, parts subject to wear and tear, service maintenance kits and damage caused by misuse or negligence. Any work arising from these instances will be charged.

Note: Nothing in this document excludes or restricts our liability for death or personal injury arising due to our negligence.

12 month: on-site

Your supplier warranty will begin on the date you received your product.

Your product is supplied with 12 months return to base warranty. However if you register within 30 days you will automatically receive a free upgrade to on-site warranty.

You can register your warranty either using our website www.mtd-solutions.com or by completing the registration form at the back of the booklet and faxing or posting it to the address shown.

Should you require assistance during the warranty period the we recommend taking the following steps:-

user manual

MTD products are supplied with a user manual should you encounter problems please consult the troubleshooting section within this manual.

assistance

If you are unable to resolve your technical issue then please contact us as follows, ensuring that you have the model number, serial number, date of purchase and post code ready.

E-Mail: support@mtd-solutions.com
Telephone: +353 (0) 45 900 590
Fax: +353 (0) 45 900 623

MTD Solutions Warranty Terms & Conditions:

In these conditions, unless the context requires otherwise:

“Supplier” means MTD Solutions Ltd.

“Buyer” means the company, firm, body person purchasing the product;

“Product” means the goods sold to the buyer under the contracts;

“Writing” includes facsimile and e-mail.

1. SERVICES TO BE PROVIDED

This contract provides the following

1.1 Technical help and support by telephone between the hours of 8.45am and 4.45pm. Monday to Friday, exclusive of observed Holidays (normal working hours). The Supplier shall have no obligation to provide any services to the Buyer outside normal working hours. Phone calls to our help desk will be charged at normal rate.

1.2 Return to Base Warranty
Repair or replacement of faulty products (as deemed appropriate by the supplier)
At the Supplier’s premises or the premises of any subcontractor appointed by the Supplier for the purpose of repairs. The Supplier shall also credit any reasonable costs associated with the transportation of the products to the Supplier’s premises, or other premises as indicated by the Supplier.

OR

1.2 On-Site Warranty
Repair or replacement of faulty products (as deemed appropriate by the Supplier) at the Buyer’s premises, during normal working hours, and all costs associated with travel to and from the Buyer’s premises, provided they are on mainland UK, Northern Ireland and the Republic of Ireland. Additional costs outside these areas will be the responsibility of the Buyer. The Supplier shall make best endeavours to ensure that within 5 working days following notification of the fault to the Supplier.

1.3 The provision of spare parts; these will be provided on an exchanging basis.

1.4 The services may be provided by the Supplier’s employees or by subcontractors engaged by the Supplier’s for the performance of the services.

THE ABOVE DOES NOT AFFECT YOUR STATUTORY RIGHTS.

2. LIMITATIONS

The warranty covers the MVHR product and controller provided that all equipment has been installed in accordance with the installation instructions provided.

The warranty Does Not Cover consumable or service items including the following:

- Filters
- Service Maintenance Kits

These items are covered under their own right Warranty, against manufacturing defect in materials or workmanship, for a period of the lesser of 1 year, or the appropriate life cycle of the consumable.

The warranty will be invalidated if any of the terms and conditions of warranty are not met.

This includes if the product is installed incorrectly or in an unsuitable position, or if the customer does not provide proper adequate maintenance. Please read the documentation that came with your product, as it details these conditions.

3. CHARGES

3.1 If the Services are requested without any reasonable justification, whether during the Warranty Period or otherwise, by reason of any defect in or malfunction of the product due to causes not covered by Warranties, the Buyer shall be liable to pay the Supplier's standard charges from time to time in force for such Services.

3.2 All charges and other sums payable by the Buyer under the Contract are exclusive of any applicable value added tax, which shall be additionally payable by the Buyer together with charge or sum in question.

4. WARRANTIES & LIABILITIES

4.1 Subject to the provisions set out below, the Supplier warrants that during the Warranty Period the Product will perform substantially in accordance with the written specification and the services will be performed with reasonable care and skill by qualified personnel.

4.2.1 The Supplier shall be under no liability in respect of any defect in the Product arising from any drawing, design or specification supplied by the Buyer.

4.2.2 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, or failure to follow the Supplier's instructions (whether oral or in writing) including

but without limitation:

- (a) electrical work external to the product
 - (b) transportation or relocation of the Product not authorised in writing by the supplier
 - (c) any error or omission relating to the operation of the Product and not in accordance with the provision of the manual provided by the Supplier.
 - (d) any modification , adjustment or repair to the Product made by a third party without the written consent of the Supplier
 - (e) the subjection of the product by the customer to unusual physical, or electrical stress or any failure or fluctuation of electrical power or other environmental controls or;
 - (f) any other cause which is not due to neglect or default of the Supplier's, its employees agents or subcontractors.
 - (g) the subjection of the Product by the Customer to duty cycles in excess of those quoted for the product.
- 4.3 The Supplier shall be under no liability under this Warranty (or any other warranty, condition or guarantee) as is given by the manufacturer to the Supplier.
- 4.4 The above warranty does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Buyer shall only be entitled to the benefit (if any) of any such warranty or guarantee as is given by the manufacturer to the Supplier.
- 4.5 Except where the Products are sold to a person dealing as a consumer all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 4.6 Where the Products are sold under a consumer transaction the statutory rights of the Buyer are not affected by these provisions.
- 4.7 The liability of the supplier shall not exceed the price of the Product and / or Services, except in the case of death or personal injury caused by the Supplier's negligence. The Supplier shall not be liable for any loss of profit or consequential damage or any other claim for compensation.

5. INDEMNITY

The Buyer shall indemnify and keep the Supplier indemnified against all loss, damage, costs and expenses awarded or incurred by the Supplier in connection with any breach by the Buyer of these provisions, the Contract and/or the Conditions.

6. BUYERS OBLIGATIONS

- 6.1 The Buyer shall:
 - 6.1.1 at all times keep the product in the environmental conditions recommended by the Supplier;
 - 6.1.2 not move the product from the location without obtaining the prior written consent of the Supplier;
 - 6.1.3 use the product only in accordance with the Supplier's instructions as to the use and operation of the product as may be set out in the Supplier's manual, and
 - 6.1.4 not allow any person other than the Suppliers representative and subcontractor to adjust or repair any part of the Product.
 - 6.1.5 Ensure the product is registered with MTD either via the MTD website or by sending the product registration card supplied with the product.
- 6.2 The Buyer shall ensure that the Supplier's representative or subcontractor have full and free access to the Product and to any records of its use kept by the Buyer to enable the supplier to perform its duties.
- 6.3 The Buyer shall provide the Supplier with such information concerning the Product, its application use , location and environment as the Supplier may reasonably request to enable it to carry out its duties
- 6.4 the Buyer shall take all such steps as may be necessary to ensure the safety of any of the Supplier's representatives who visit any premises of the Buyer.
- 6.5 the Buyer shall provide at all times routine day to day maintenance and care of the Product in accordance with the instructions set out in the Manual and other documentation relevant to the Product.

7. SPARE PARTS AND REPLACEMENTS

- 7.1 The Supplier shall use all reasonable endeavours to supply spare parts and components required to repair the Product . The Buyer acknowledges that spare parts replaced under this provision may be new or refurbished items equivalent in performance.
- 7.2 All spare parts and replacement components supplied by the Supplier shall become part of the Product and any parts and components removed from it shall become the Supplier's property.

8. FORCE MAJEURE

The Supplier shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Supplier's obligations in relation to the Product and/or Services if the delay or failure was due directly or indirectly to any cause beyond the Supplier's reasonable control, flood, fire or accident, war or threat of war, terrorism act, of any kind on the part of any governmental, parliamentary or local authority embargoes, strikes, lockouts and difficulties in obtaining raw materials, labour, fuel, parts or machinery.

9. GENERAL

- 9.1 The Supplier may assign, subcontract or otherwise transfer or purport to assign, subcontract or transfer its rights and obligations
- 9.2 The Product is to be located in a safe area and the Buyer shall comply with all statutory safety regulations.
- 9.3 The provisions set out in the Warranties together with the conditions in force from time to time and the Contract represent the entire understanding and agreement between the two parties in connection with the services and / or the Product and no variations of such agreement shall be binding unless agreed in writing between authorised representatives of the Supplier and the Buyer.

10. NOTICES

- 10.1 Any notices or other communication to be given under these conditions must be in writing and may be delivered personally or sent by post facsimile, or electronically.
- 10.2 Any notice or document shall be deemed to have been served immediately if delivered personally or within 48 hours if sent by post, facsimile or by e-mail.

11. INVALIDITY

The invalidity, illegality or unenforceability of any provision of these conditions shall not affect the other conditions.

12. LAW AND JURISDICTION

Irish law shall govern the Contract and the parties must submit to the exclusive jurisdiction of the Irish Courts

MTD Solutions

Important Contact Details

Consumables & Supplies

MTD consumables have been designed to achieve optimum performance and prolong the life of your machine. Contact your Supplier or for mail order advice:

Telephone +353 (0) 45 900 590

Websites

Visit our website at: www.mtd-solutions.com
www.mtd-solutions.co.uk

Postal Address

MTD Solutions Ltd
8 Burgage House
Blessington
County Wicklow
Ireland

E-Mail

support@mtd-solutions.com

Telephone / Fax Helplines

+353 (0) 45 900 590
+353 (0) 45 900 623

Brochure Requests & Stockist Information

Tel: +353 (0) 45 900 590

Main Switchboard

+353 (0) 45 900 590

How to register

You have 30 days to register your warranty from date of purchase/delivery to receive your free upgrade to 2 years on site warranty.

This can be done two ways:

- 1 – Register online at www.mtd-solutions.com and click on the warranty registration section.

OR

- 2 – Complete the registration card in the back of this booklet and post it to:

MTD Solutions Ltd.
8 Burgage House
Blessington
Co Wicklow
Ireland



WARRANTY REGISTRATION CARD

You have 30 days to register your warranty from date of purchase /delivery

Register online at www.mtd-solutions.com OR return this card.

Please complete the following

YOUR WARRANTY

YOUR DETAILS

In order to support your product during this warranty period your information will be held by MTD Solutions Ltd. We would like to keep you updated with update product and service charges so that you can continue to get the best out of your MTD product. This may necessitate the use of approved agents.

If you do not wish us to keep you updated please tick here