

TERMS AND CONDITIONS OF WARRANTY FOR MONOBLOCK HYDRO-ELECTRIC HEAT PUMP SYSTEMS FOR AIR CONDITIONING AND INTEGRATED SYSTEMS FOR HEATING DOMESTIC HOT WATER IN HEAT PUMPS

1. INTRODUCTION

1.1 Hereinafter and throughout this document, the term "Systems" refers to the following devices marketed by Zucchetti Centro Sistemi S.p.A.:

- Monoblock hydronic heat pumps for air conditioning.
- Integrated systems for heating domestic hot water in heat pumps.

1.2 Hereinafter and throughout this document, "Purchaser" refers to the natural or legal person who has purchased the Products.

1.3 "Owner" hereinafter and throughout this document means the natural or legal person who has purchased the Products and who uses them directly.

1.4 For the purposes of this document, "Zcs" refers to the manufacturer Zucchetti Centro Sistemi S.p.A.

1.5 For the purposes of this document, "Service Partner" refers to the company collaborating with Zucchetti Centro Sistemi S.p.A. which carries out commissioning and maintenance work authorised by Zcs.

1.6 For the purposes of this document, "Intervention" refers to the inspection carried out by the Service Partner on Systems that have already been started up by a Service Partner and for which a request for assistance and inspection has been received.

1.7 For the purposes of this document, "Commissioning" refers to the inspection carried out by the Service Partner to proceed with the initial activation of the Systems.

2. LEGAL WARRANTY

All ZCS systems marketed by ZCS are covered by the legal warranty of conformity pursuant to Articles 128–135 of the Consumer Code (Legislative Decree 206/2005), with a duration of 24 months. This warranty is valid for the Purchaser. During the validity of the aforementioned warranty, the Purchaser is entitled to free repair or replacement of the product, provided that at least one of the warranty exclusion clauses listed in paragraph four of this document does not apply.

Repairs do not extend the duration of the warranty and, in the event of a warranty replacement of a device, the replacement will continue the remaining warranty period of the original device.

ZCS reserves the right to grant the 24-month legal warranty directly to the Owner. In such case, the warranty shall start from the date of commissioning of the device, provided that such activity has been carried out by a ZCS Authorized Service Center among those listed on the website www.zcsazzurro.com

3. SCOPE OF THE WARRANTY

3.1 The warranty covers malfunctions of the Systems that occur during normal use due to manufacturing defects, use of non-compliant materials or production process problems that occur within the warranty period as defined in paragraph 2.

In any case, the final assessment shall be made by the manufacturer's technical staff.

3.2 This warranty is valid and effective provided that all instructions and warnings for correct installation, operation, use and maintenance accompanying the Systems are observed and in full compliance with the laws in force.

Furthermore, the Systems must only be installed on systems built by personnel with all the certifications required by current regulations.

Zcs shall not be held liable in any way for installation, assembly or design errors.

It should be noted that the installer remains solely responsible for the installation.

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Certified Company
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ISO14001 - Certificate no. 1425 - CNSQ - IT-134812
EPD Italy - Certificates at the link epditaly.it



3.3 The warranty as described above and any Intervention or Commissioning concern exclusively the Systems themselves, do not extend in any way to the installation and cannot be considered as testing and/or verification of the same, which are reserved by law for qualified installers and maintenance technicians and in any case at the expense and under the responsibility of the Purchaser.

3.4 No Intervention or Commissioning activity exempts the Purchaser from compliance with and verification of the requirements of current regulations.

The Purchaser is also responsible, at its own expense, for ensuring safe operating conditions in all circumstances in accordance with the provisions of Legislative Decree 81/08, as well as compliance with routine maintenance to be carried out in accordance with Zcs's requirements.

3.5 All costs relating to Interventions or Commissioning to be carried out with ladder trucks, scaffolding, trestles, lifting or hoisting and/or transport systems, or which require safety measures not already present in the installation configuration, shall be borne by the Purchaser.

Please note that Service Partners are only authorised to intervene in cases where the Products are installed at a height not exceeding 2 metres from a stable work surface on which it is possible to operate in accordance with Legislative Decree 81/08.

In all other cases, it shall be the responsibility of the Purchaser/Consumer to provide the necessary equipment and bear the costs of ensuring the safety of technicians during the Intervention.

3.6 No refunds will be given in the event of downtime or loss of profit.

3.7 The Zcs Service Partner network undertakes to carry out technical intervention within three working days of receiving the request.

4. WARRANTY EXCLUSION CLAUSES

The warranty does not apply in any of the following cases:

4.1 Damage caused by force majeure such as wars, external environmental factors such as natural disasters, lightning, earthquakes, floods, typhoons, fires, etc.;

4.2 Regulatory changes or extraordinary events such as mains voltage fluctuations;

4.3 Damage caused by external agents such as animals or people;

4.4 Improper installation or installation carried out by personnel not certified in accordance with current regulations;

4.5 Installation not in accordance with the manufacturer's instructions;

4.6 Damage and malfunctions caused by carelessness, negligence, tampering, inadequate maintenance or failure to clean the filters periodically;

4.7 Installation and use in unsuitable environments (corrosive, high temperature, humidity or dusty);

4.8 Modifications not authorised by Zcs;

4.9 Damage during transport;

4.10 Unit started up by third parties;

4.11 Lack of refrigerant gas and therefore failure to recharge it;

4.12 Systems with illegible, missing or altered serial numbers or unit labels;

4.13 Products that have not complied, even in part, with the installation, operation, use and maintenance instructions contained in the Systems user manual;

4.14 Systems installed without adequate electrical protection and ground connection;

4.15 Systems installed on systems whose water has not been treated with adequate inhibitor liquids and, if the unit is supplied with domestic water, when this has not been properly softened;

4.16 Damage caused by the inefficiency/inadequacy of structures or systems (electrical, hydraulic);

4.17 Damage caused by incorrect sizing of the Product based on its use;

If at least one of the above conditions occurs, the costs of the Intervention and all related activities will be borne by the purchaser.

5. PROCEDURE FOR ACTIVATING THE COMMISSIONING AND ASSISTANCE SERVICE

5.1 The assistance service is available by contacting the Service Partner directly, whose details can be found by filling in the online form on the website www.zcsazzurro.com under the assistance section.

6. DETAILS OF COMMISSIONING OF SYSTEMS UNDER LEGAL WARRANTY

6.1 The commissioning of the Systems must be carried out by the Service Partner authorised by Zcs. The Service Partner may agree the commissioning date with the Purchaser; on that date, the declaration of conformity (DI.CO.) for the system must be present.

6.2 If, during commissioning, the Service Partner finds a non-conformity in the Systems as detailed in paragraph 3, it shall take the necessary steps to repair or replace the Systems or parts thereof.

In this case, no costs may be charged to the Purchaser.

6.3 If, during commissioning, anomalies external to the Systems are detected, it will not be possible to activate them and commissioning cannot be carried out.

After remedying the detected non-conformities, the Purchaser may request a new commissioning by contacting the Service Partner directly, who will invoice the call-out directly to the applicant.

6.4 If it is necessary to replace certain parts, these will be replaced free of charge unless the failure of these parts is caused by one or more of the conditions listed in Art. 4.

6.5 Regardless of the outcome of the commissioning, the Service Partner shall compile a report containing all the technical details and measurements taken, which shall then be shared with the Purchaser.

7. DETAILS OF TECHNICAL INTERVENTION UNDER LEGAL WARRANTY

7.1 The Intervention carried out by the Service Partner refers to cases of anomalies detected on systems that have previously been commissioned and on which anomalies subsequently occur during normal operation.

7.2 If, during the Intervention, the Service Partner finds a lack of conformity in the Systems as detailed in paragraph 3, it will take action to repair or replace the Systems or parts thereof.

In this case, no costs will be charged to the Purchaser.

7.3 If, during the Intervention, the Service Partner finds that the reported faults are not attributable to non-conformities of the products, the intervention will be considered complete and the Service Partner will invoice the costs to the applicant.

7.4 If it is necessary to replace certain parts, these will be replaced free of charge unless the failure of these parts is caused by one or more of the conditions listed in Art. 4.

7.5 Regardless of the outcome of the commissioning, the Service Partner shall compile a report containing all technical details and measurements taken, which shall then be shared with the Purchaser.

7.6 For devices that are no longer covered by the legal warranty, the Service Partner shall provide the applicant with a quote for the repair or, alternatively, request payment at the time of the repair.

8. DETAILS OF TECHNICAL INTERVENTION IN THE EVENT OF EXPIRED LEGAL WARRANTY

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8.1 For all repairs requested on devices that are no longer covered by the legal warranty, the Service Partner shall provide the applicant with a repair estimate or, alternatively, request payment at the time of repair.

8.2 If any internal components are found to be defective, the Service Partner shall provide the applicant with a quote for the repair or, alternatively, request payment at the time of the component replacement.

9. UPDATING OF PROCEDURES

In order to ensure increasingly efficient services, Zcs reserves the right to unilaterally modify and update the procedures indicated in this document, which will be made available on the website www.zcsazzurro.com.

10. DATA PROTECTION

10.1 During commissioning, maintenance, completion of online forms provided by Zcs or, more generally, contact between the Purchaser and Zcs, the latter will collect and process the personal data of the beneficiary of the warranty.

10.2 The data is collected and processed for the purpose of providing services by Zcs.

For more information, please refer to the privacy policy at www.zcsazzurro.com.

11. MISCELLANEOUS PROVISIONS – APPLICABLE LAW AND JURISDICTION

11.1 No person other than an authorised representative of Zcs may make any changes, extensions or additions to these warranty terms and conditions.

11.2 If any provision of these product warranty terms and conditions is held to be invalid or unenforceable by a court or arbitration award, the validity or enforceability of that provision shall not affect the other provisions of these product terms and conditions, which shall remain in full force and effect.

11.3 These warranty terms and conditions are governed by and interpreted in accordance with Italian law, excluding Italian conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods. Exclusive jurisdiction is that of Italy and the exclusive place of jurisdiction is Arezzo, Italy.