

TERMS AND CONDITIONS (Ecodan Heat Pump Services)

1. DEFINITIONS

- 1.1 **"We" "Our" "Us"** means Mitsubishi Electric Europe B.V. of Westgate Business Park, Ballymount Rd., Ballymount, Dublin 24, Ireland.
- 1.2 **"You" "Your"** means you, the consumer end-user contracting with Us for Our Services.
- 1.3 **"Data Protection Legislation"** means all laws in relation to data protection, including the General Data Protection Regulation and the Irish Data Protection Acts 1988 to 2018.
- 1.4 **"Home"** means Your domestic premises, located in the Republic of Ireland, where Your System (as defined below) is installed.
- 1.5 **"Services"** means Our maintenance services for Your System only in accordance with the agreed service level for the Services.
- 1.6 **"Services Agreement"** means the agreement between You and Us for Services to Your System at Your Home, comprising these Terms and Conditions and the Services Schedule.
- 1.7 **"Services Schedule"** means the schedule issued by Us when accepting Your order for Services and confirming the specific service level and pricing for the Services.
- 1.8 **"System"** means the Ecodan heat pump system as installed at Your Home including Your Ecodan heat pump, cylinder and all other System components and connections and associated interfacing equipment.
- 1.9 **"Terms and Conditions"** these terms and conditions.

2. SCOPE OF OUR SERVICES

- 2.1 Our Services apply only to:
- 2.1.1 Mitsubishi Electric's Ecodan® air source heat pump;
 - 2.1.2 a Mitsubishi Electric cylinder;
 - 2.1.3 a third party cylinder that meets Our minimum requirements for suitable heat transfer capability;

- 2.1.4 associated interfacing equipment and components as originally purchased from Us and installed in Your Home but not any flow temperature controller equipment customised after purchase; and
 - 2.1.5 associated interfacing equipment and components as originally purchased from third party suppliers and installed in Your Home but not any excluded equipment (see Clause 2.2 below).
- 2.2 Services exclude:
- 2.2.1 any inaccessible System pipework, plumbing connections or wiring that would cause damage and disruption to service or repair;
 - 2.2.2 any non-Mitsubishi Electric flow temperature controller equipment incorporated into the System;
 - 2.2.3 any customised version Mitsubishi Electric flow temperature controller equipment;
 - 2.2.4 any underfloor heating system (UFH) installed at Your Home. (Note: Services extend only to accessible pipework up to the UFH manifold. UFH system maintenance itself is excluded);
 - 2.2.5 any interfacing equipment and/or components not purchased from US; and
 - 2.2.6 any full System flush or refilling with (or without) glycol.
- 2.3 We do not offer Our Services under these Terms and Conditions for any commercial installation.
- 2.4 The Services Schedule details Our basic pricing to You for the Services and payment options available to You. Unless a different payment date is specified in the Services Schedule, Your payment must be made in full prior to Our engineer's visit.
- 2.5 The Services visit report made by Our engineer for each service inspection will confirm:
- a. time of arrival at Your Home
 - b. any access or safety issues encountered by Our engineer
 - c. identification of any faults or failures in Your System (and will record any fault or failure outside the scope of the Services Agreement)

d. remedial actions taken or recommended by Our engineer plus any maintenance servicing undertaken.

2.6 Services are available at a Home anywhere in the Republic of Ireland provided that it is in a reasonably accessible location for Our engineer. For some remote areas, We reserve the right to apply additional charges for increased travel costs including flights and accommodation. All such charges will be subject to approval in advance by you. Your responsibility for these charges will be specified by Us in the Services Schedule as a condition to accepting Your order.

2.7 You agree to Us providing all information regarding Our Services pursuant to the Services Agreement in electronic format. If you would like to obtain a paper copy, please contact us at Ecodan.aftersales@meir.mee.com.

3. REFUSAL TO CONTRACT

3.1 We reserve the right in Our discretion to refuse to enter into a Services Agreement with You. Without limitation, this includes Your Home being in an inaccessible location or any fault or failing in Your heat pump which is already known to us from any previous inspection or service support and which You do not confirm as having been remedied.

In such case:

- We will provide You with a written explanation for Our refusal; and
- We shall endeavour to suggest any potential third party maintenance services suppliers, but cannot be held responsible for the performance, acts or omissions of any such third parties.

4. QUOTATIONS/PERIOD OF AGREEMENT

4.1 All prices quoted for Services and the System shall be valid only for a period of 30 days from date of receipt by You. Services will be provided at a fixed price for the Services plus any chargeable additional amounts as may be due in accordance with the Service Agreement. All fees and charges include VAT. We shall charge and You shall pay the total price by the due dates as specified in the Services Schedule, subject only to Us issuing a VAT invoice.

5. SERVICE APPOINTMENTS

5.1 Date and time for the maintenance inspection of Your heat pump will be agreed with You in advance. The Services will be completed within a reasonable period.

- 5.2 We shall endeavour to inform You as soon as practicable of any projected delay in arrival at Your Home and the cause of delay, along with Our anticipated earliest arrival time.
- 5.3 Without limiting any of Your legal rights in the event of total or partial non-performance or inadequate performance of any of Our contractual obligations, we do not accept liability to You for:
- Your time waiting for Our engineer's arrival; or
 - for remaining present at Your Home during the performance of the relevant Services.

6. HOME ACCESS

- 6.1 You or another responsible adult must be present at Your Home to allow access by Our engineer and must remain present during the performance of the Services. You or another responsible adult must sign to acknowledge receipt of the Services visit report. If You or another responsible adult cannot be present at the allotted time for the Services, You must notify Us by latest 48 hours before the Services visit in order to reschedule the date/time.
- 6.2 Should Our engineer not be able to access Your Home or the System at the agreed appointment time then the Services will not be performed and You will be charged for a wasted visit at the full cost.
- 6.3 We reserve the right to cancel Your request for a Services visit if You fail to allow or arrange entry to your Home at the required date and time.

7. SAFE WORKING

- 7.1 Acceptance of Your order is on the basis that
- 7.1.1 Your System is installed and is accessible from ground level; and
 - 7.1.2 that there are no abnormal installation conditions affecting safety or performance of Services at Your Home.

If Your System is installed at height (i.e., at any height above one meter from ground level) and/or if there is any abnormal installation condition potentially impacting on safe working conditions for the Services, which should reasonably be brought to Our attention, then You must consult us before placing Your order. We will determine whether We can accept Your order and any special conditions as may be required as conditions to Our acceptance, including pricing impacts (e.g. increases in pricing).

If Your order is then accepted, a special note will be made on the Services Schedule detailing any special pricing and conditions: for work at height this will include special payment terms for scaffolding and access for safe conduct of Services.

7.2 We reserve the right to refuse to perform any Services where in Our engineer's reasonable opinion conditions in Your Home mean that:

7.2.1 it is not safe to conduct the Services, for example (but without limitation) where there is an aggressive animal present or where any building works or structural damage or dangerous electricity supply connections preclude safe working; or

7.2.2 smoking or other activities by You and/or any other occupiers in or near the work areas in Your Home (whether or not directed towards Our engineer) would interfere with Our engineer's working and performance of the Services.

8. OUR ENGINEER

8.1 Our engineer attending Your Home will be either Our employee or an authorised subcontractor (hereinafter "Our Engineer"). Our Engineer will wear a Mitsubishi Electric uniform and carry a Mitsubishi Electric identity card.

8.2 Our Engineer will never make any unannounced or surprise visit to Your Home.

9. REPLACEMENT PARTS

9.1 Where practicable We will seek to repair any faulty part. We reserve the right to swap out a faulty part with a replacement part and to retain the faulty part.

9.2 Our Engineers carry stock of standard service parts. If for any reason the required service part is not available, We shall arrange another date and time to attend Your Home to complete the Services.

9.3 Any replacement parts fitted by Our Engineer are chargeable at our then current list price less any discount as may apply. Where chargeable, Our Engineer will inform You as to the cost of the part and labour costs required to replace any faulty part and will ask You to confirm Your consent to such charges..

9.4 We will not replace any third-party System components.

9.5 We reserve the right to use new or reconditioned parts as spare parts.

10. EXCLUDED RISKS

- 10.1 We shall make the final determination as to the cause of any loss or damage to Your System.
- 10.2 If You have contracted for the Services, We reserve the right to charge You all Our reasonable costs for the Services visit where Our Engineer's inspection, as detailed in the Services visit report, confirms that:
- 10.2.1 no fault or failure is found in the heat pump (the fault or failure is due to third party equipment); or
- 10.2.2 the fault or failure is due to any excluded risk; or
- 10.2.3 the cause of System impairment, as identified by Our Engineer, is outside the scope of the Services Agreement.
- 10.3 We are not liable to provide any Services under the terms of the Services Agreement where Our initial telephone diagnosis or Our Engineer's initial inspection confirms there is a failure or fault in Your System resulting from any of the following excluded risks:
- incorrect installation;
 - incorrect application;
 - inadequate commissioning or failure to commission;
 - failure to conduct routine maintenance in accordance with manufacturer's instructions to users (including without limitation any resulting frost damage, scale damage or other blockage or System error or failure);
 - neglect, accidental damage, any cosmetic damage, malicious damage, misuse or loss or damage caused by inadequate power supply or water pressure;
 - any alteration, tampering or repair by You or any other person not previously approved by Us;
 - failure to use for normal domestic purposes. Your cylinder must be fed only from the public mains water supply and used only for storage of potable (i.e. drinkable) water and must not have been subject to frost damage; and/or
 - for Services limited to annual maintenance inspection services only, where the failed or faulty item of System equipment has exceeded its anticipated life span.

- 10.4 Where the maintenance inspection discloses any excluded risk impacting Your System, We shall not be obliged to provide any further Services until You have put right the cause of the excluded risk at Your own cost. Any such suspension of Services shall not extend the period of the Services Agreement.
- 10.5 We reserve the right to terminate the Services Agreement immediately in Our discretion if there is an excluded risk impacting Your heat pump or System which cannot be remedied. You will remain liable to pay Our reasonable costs for the Services visit.
- 10.6 We are not responsible under the Services Agreement for any loss or damage to other goods or property in Your Home caused by any water damage or other loss or damage resulting from previous inadequate maintenance of Your System by any third party. You should check whether Your home insurance covers such risks.
- 10.7 We are not responsible under the Services Agreement for any fault which We could not reasonably have identified during the course of a Services visit.
- 10.8 Faults and any associated costs arising due to lack of power or water, water contamination, scale formation or air pollution are outside the scope of the Services.

11. SERVICE UNDERTAKINGS

We have a legal obligation to carry out the Services in conformity with the Services Agreement.

We undertake that the Services will be carried out with reasonable skill and care. Under consumer law, You can request Us to repeat a Service if it is clear that the Services have not been carried out with reasonable care and skill.

We guarantee any replacement parts and Our workmanship for a period of one year from the date of installation by Our Engineer.

Our Services undertakings here are in addition to Your statutory rights. Our Services undertakings do not affect Your statutory rights.

12. COMPLAINTS

- 12.1 If You have a complaint in respect of Our Services please contact Our Customer Service Manager by writing to us at:

Mitsubishi Electric Europe B.V., Westgate Business Park, Ballymount Rd.,
Ballymount, Dublin 24, Ireland,

or emailing us at Ecodan.aftersales@meir.mee.com

- 12.2 Your complaint will be acknowledged within 72 hours and You will receive regular updates on progress being made up to final resolution of the complaint.

13. CANCELLATION

- 13.1 You can cancel the Services Agreement up to 14 calendar days from the date of Our written acceptance of Your order by emailing or posting to Us, a signed copy of the model cancellation form, as set out in Appendix 1.

- 13.2 We shall not be obliged to provide any Services within the first 14 days following acceptance of Your order. If You cancel within this 14-day period and We have not provided any Services to You, You will receive a full refund of any payment made. If, however, You requested Us to begin the performance of Services during the 14-day cancellation period and We have provided Services to You, You shall pay Us an amount which, in our discretion, is in proportion to what has been performed by Us prior to receipt by Us of the signed cancellation form and in such case, any refund due to You shall be reduced accordingly. We will make any such payment to You without undue delay and in any event not later than 14 days from the day on which We receive the signed cancellation form.

Where You have specifically requested a visit for the purpose of carrying out urgent repairs or maintenance Your right to cancel in accordance with this section 13 shall not apply. We shall endeavour to respond as soon as practicable upon receipt of Your payment for such call-out Services.

- 13.3 After the first 14 calendar days, You can terminate Your Services Agreement at any time by emailing or writing to Us.
- 13.4 We reserve the right to terminate the Services Agreement immediately by written notice to You where You are not using the System for domestic purposes.
- 13.5 In addition, we reserve the right to terminate the Services Agreement upon not less than 14 calendar days' written notice to You in the following circumstances:

13.5.1 You fail to pay Us on time;

13.5.2 there are on-going health and safety issues in Your Home affecting Our ability to ensure a safe system of work when conducting Services; and/or

13.5.3 if You fail to effect any repair or replacement of other equipment or connections made by You or any third party to Your System when and so advised to do so by us.

14. OUR LIMITATION OF LIABILITY

- 14.1 We will not be responsible for any loss damage cost or expense which is caused other than by breach of contract, applicable law or negligence on Our part, subject to the provisions of the Services Agreement.
- 14.2 To the extent permitted by law, none of the following losses are recoverable from Us or any supplier to Us::
- 14.2.1 Commercial loss of any nature including any loss of: (a) profit; (b) business; (c) revenue, (d) rental or sale; or (e) goodwill.
- 14.2.2 Other excluded economic losses include, without limitation, (a) loss or failure to achieve any anticipated savings through usage of the System, (b) failure to achieve the sale, disposal or rental of Your Home; (c) loss of data; (d) any special loss; (e) costs of alternative heating and/ or hot water supply or their associated running cost; (f) wasted time and expenditure; (g) any inability to use any remote control functionality or service for Your System; and (h) any indirect losses.
- 14.3 We do not purport to limit or exclude liability to You for:
- 14.3.1 death or personal injury caused by Our negligence or that of Our employees, agents or sub-contractors;
- 14.3.2 damage to the System or any System component or part (and where permissible by law limited to the replacement value thereof) which is caused by Our negligence or that of Our employees, agents or sub-contractors;
- 14.3.3 damage to other goods or property outside the System itself to the extent caused by Our negligence or that of Our employees, agents or sub-contractors;
- 14.3.4 any breach of implied condition as to good title to any spare part supplied by Us;
- 14.3.5 any fraudulent misrepresentation by or on behalf of Us; or
- 14.3.6 any liability that cannot be excluded by law.

15. PRIVACY

- 15.1 You will provide Us with personal information (such as your name, contact details, address and billing information) through our online service request page and associated Services correspondence and support calls. To the extent that We are processing any personal data pursuant to the Services Agreement, We will comply with our obligations under Data Protection Legislation in respect of any personal data processed.
- 15.2 Your privacy and personal information are important to Us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy (as referenced in the Homeowner Guarantee), which explains what personal information we collect from you, how and why we collect, store, use and share such information, Your rights in relation to Your personal information and how to contact Us and supervisory authorities if You have a query or complaint about the use of Your personal information.

16. OTHER IMPORTANT TERMS

- 16.1 The Services Agreement is personal to You and is not assignable or transferable by You. No other person can enforce Your rights under these Terms and Conditions or the Services Schedule.
- 16.2 The Services Agreement does not establish any rights for any third party: all third party rights are excluded.
- 16.3 The Services Agreement may only be modified by an agreement in writing between You and Us..
- 16.4 Subject only to the Services Schedule, these Terms and Conditions represent the entire agreement and understanding between You and Us concerning the Services and supersede any prior agreement or arrangements in respect of the subject matter.
- 16.5 Any notice required to be sent to You may be delivered by (i) email and will be deemed to have been received the following business day or (ii) by hand or by registered post and shall be deemed to have been served if by hand when delivered and if by registered post 48 hours after posting.
- 16.6 Any illegality, invalidity or unenforceability of any section or sub-section and/or provision of the Services Agreement shall not affect the legality, validity or enforceability of the remainder.
- 16.7 Any delay or failure by Us to insist that You perform Your obligations does not rank as a waiver of Our rights.

- 16.8 All correspondence and communications with Us shall be in English.
- 16.9 These Terms and Conditions and the Services Schedule shall be governed by and construed in accordance with the laws of Ireland. However, any statutory rights to which You may be entitled under applicable local laws shall prevail.
- 16.10 This Services Agreement shall immediately terminate once the Services have been completed satisfactorily and Our engineer has given a completion certificate to You. If following such termination, You require further services, such additional services shall be charged at our normal call-out rates. You will be entitled to enter into a new Services Agreement upon termination of this Services Agreement at any time and Our recommendation is that you enter a new Services Agreement each year.

THIS SERVICES AGREEMENT DOES NOT AFFECT YOUR STATUTORY RIGHTS

**THIS SERVICES AGREEMENT DOES NOT AFFECT ANY LEGAL RIGHTS YOU MAY HAVE AS A
CONSUMER UNDER APPLICABLE LEGISLATION GOVERNING THE SERVICES**

APPENDIX 1 – MODEL CANCELLATION FORM

[Complete, sign and return this form only if you wish to cancel the contract.]

To Mitsubishi Electric Europe B.V., Westgate Business Park, Ballymount Rd., Ballymount, Dublin 24, Ireland (Ecodan.aftersales@meir.mee.com)

I/We [] hereby give notice that I/we [*] cancel my/our [*] contract of sale of the following goods[*]/for the provision of the following service [*], Ordered on [*/received on [*],*

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s),,

Date,