



Terms & Conditions : Cold Chain CO2 System

Technical Helpline – 01344 853393
Email – uk-aircon-tech@eu.panasonic.com

Address – Panasonic UK, a branch of Panasonic Marketing Europe GmbH, Maxis 2, Western Road, Bracknell, Berkshire, RG12 1RT

Web address – www.aircon.panasonic.co.uk

GENERAL

The Heating & Cooling Solutions Warranty for CO2 systems (“Warranty”) is offered by Panasonic UK, a branch of Panasonic Marketing Europe GmbH, whose registered address is, Maxis 2, Western Road Bracknell, Berkshire RG12 1RT, UK (“Panasonic”).

The Warranty is offered in the United Kingdom (“UK”), including Northern Ireland, the Channel Islands, Isle of Man and the Republic of Ireland (the “Area”). This Warranty is an addition to, and does not in any way affect, any statutory or other rights.

The Warranty periods detailed within this document apply to installation carried out within the Area only. If the country of installation is different to the country of purchase, the Warranty will be provided in accordance with the terms and conditions applicable in the country of installation. By subscribing to this Warranty end users will be deemed to have read and accepted these Terms and Conditions. These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales.

CONDITIONS OF COVER

The Warranty covers Panasonic CO2 Systems (“Product(s)”) when installed by a suitably competent, qualified and trained installer, contractor or engineer (“Installer”), in accordance with the Panasonic Heating & Cooling Solutions (“Panasonic”) Installation Guidelines and Recommendations provided with the Products.

Panasonic reserves the right to amend the Warranty conditions and cover from time to time, subject to a minimum period of one month’s notice, which will be published on the Panasonic Website.

This Warranty resides with the Product and will remain with the Product, but is limited to the original site of installation in which the Product is installed, and applies to the original site and positioning of installation only (“Property”). This Warranty may be transferred to a new Property owner, or user (“End User”), provided the Product is not moved from the original site and positioning of installation, unless carried out by a Panasonic approved Installer. This Warranty is offered on the condition that the Product is properly maintained in accordance with Panasonic Maintenance Guidelines as published on www.panasonicproclub.com.

Panasonic offers two periods of Warranty coverage:

THE STANDARD TWO-YEAR PARTS WARRANTY FOR A SYSTEM THAT HAS BEEN INSTALLED TO MEET THE INSTALLATION

CRITERIA.

The Part(s) of the Panasonic Co2 system are covered under warranty for a period of two (2) YEAR (the “Standard Parts Warranty Period”).(PARTS AND LABOUR).

The Compressor is covered under warranty for five (5) YEARS (the “Standard compressor Warranty Period”).

THE STANDARD FIVE-YEAR COMPRESSOR WARRANTY IS APPLICABLE FOR INSTALLATIONS THAT MEET THE INSTALLATION CRITERIA

The Warranty period, will commence within 3 months of the date of commissioning, or 6 months from sale by Panasonic and no later than 18 months from date of manufacture, whichever is sooner.

For Extended+ the warranty documentation must be submitted via the Service section of the Panasonic website

www.panasonicproclub.com (“PROClub”) within 3 months of the date of commissioning, or 6 months from sale by Panasonic and no later than 18 months from date of manufacture, whichever is sooner.

WARRANTY TYPE AND CRITERIA

The Warranty is available for the Product(s) Co2 (r744) Gas Cooler and all controls and ancillaries.

The Installer must have a relevant knowledge and understanding of the installation of the Products, and where applicable, be F-Gas qualified, or have a relationship with a local qualified F-Gas qualified Installer to enable the installation of bi-bloc heat pump systems, and fault finding on bi-block systems.

For the Warranty to be valid, the Installer must have completed current Panasonic CO2 Installation, Commissioning and Service training conducted by Panasonic or by an authorised Panasonic Partner Academy (the “Training Requirements”) and holds a current CO2 certificate that authorises the individual or company to service and install carbon dioxide refrigeration equipment. From time to time, additional training may be required in order to comply with warranty amendments and new Product introductions.

For the avoidance of doubt, Panasonic reserves the right not to offer (or to withdraw) any Warranty in respect of submitted Warranty documentation that is deemed incomplete, inaccurate or containing any misrepresentation or otherwise unsatisfactory.

To meet the requirements of the Standard Warranty, the product must be maintained and serviced annually by a suitably trained and qualified engineer and service records must be kept.

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LIABILITY

What is covered.

From expiration of the national statutory warranty the Standard Parts Warranty will cover the replacement of parts of a qualifying system for one further year (two years in total) and the compressor for a further two years (three years in total).

What is not covered.

Panasonic accepts no liability for the workmanship of the All Installers are independent of Panasonic and any cause of action for Installation shall not be against Panasonic but against the individual Installers. For the avoidance of doubt, Panasonic is not liable for any pipework, connections, ancillary equipment or controls that are connected to the Product that are not supplied by Panasonic

Panasonic do not provide indemnified designs unless agreed in advance of installation, and any indemnified designs will be provided via a fully insured third party. Any design guidance provided is for general guidance only. It is the responsibility of the Installer or designer to ensure the Product meets with the requirements of the Property.

Panasonic is not liable for any consequential or economic loss, howsoever arising from any defects affecting the Product or from any delay in repairing or replacing the Product. Panasonic are not liable whatsoever for any fault or costs of repair resulting from: incorrect selection and/or installation of the equipment, including defective design and/or application, inadequate commissioning, inappropriate maintenance or neglect, accidental and/or deliberate damage, misuse, normal wear and tear and any unauthorised alteration or repair; the costs of any ordinary or specified product maintenance, and costs and/or faults resulting from any other use but the purpose the Products are intended.

Panasonic accepts no liability for and excludes from the warranty the following;

- a. Misrepresentation contained within submitted warranty documentation;
- b. Parts subject to wear and tear (included but not limited to, filters, glycol, inhibitors, electrodes, anodes, batteries, fuses, gaskets and sealing materials), which are to be replaced during service work according to the details of the manufacturer guidelines;
- c. Damage or failure to the withdrawal of services by a third party;
- d. Failure due to excessive dirt, dust or materials affecting the normal operation of the system;
- e. Failure of third party equipment resulting in a defect or failure within the product;
- f. Element failure due to scale build-up;
- g. Environmental conditions or pollutants resulting in excessive degradation of the Product materials (including but not limited to; rust, coil failure, electrical sheathing);
- h. Incorrect selection or erection of equipment, incorrect

- fixtures and fittings, unsuitable electrical protective devices or wiring systems, unstable or unsuitable mounting locations and insufficient access for maintenance or repair;
- i. Repairs of purely visual faults, which does not affect the functionality of the devices (e.g. scratches and signs of wear), unless advised at the time of installation and where there is clear evidence of transport damage not identified at the time of delivery (additional proofs may be required);
- j. Damages caused by improper or deliberate action (including but not limited to filling of the respective Product with contaminated liquids or gases, or operating substances not considered by the manufacturer);
- k. Failure due to the incorrect or unstable electrical supply (including temporary supplies from generators);
- l. Faults resulting from an alteration to the original design of the Product;
- m. Faults due to misuse in conflict with the manufacturer's guidelines and recommendations;
- n. Damage due to deliberate destruction (e.g. vandalism) or animal bites;
- o. Natural hazards caused by storms, frost, corrosion, lightning, excess voltage, earthquakes, high water levels, hail, landslides, flooding, explosion, nuclear power accidents, fire, war events, terrorism or similar;
- p. Failures not related directly to the Product (wrong settings, wrong installation due to non-Panasonic equipment, etc);
- q. Any serial number of any System or any Part(s) thereof is altered, defaced or removed.

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MINIMUM INSTALLATION REQUIREMENTS

Heat Recovery

It is the responsibility of Installer to ensure system volume and flow rates meet with the nominal levels detailed within the installation manual provided with the unit. Failure to meet the minimum flow may result in poor performance, system errors, component failure, reduction in system longevity and could deem the Warranty void upon inspection by Panasonic or Panasonic approved engineer.

All electrical wiring, piping and ancillary installation, must be carried out in accordance with the local regulations. Failure to meet the minimum legislative requirements/domestic compliance guidelines will invalidate the Warranty.

Suitable isolation must be provided to allow safe working of the Product in the event of a failure. Panasonic will not be held responsible for a system that cannot be suitably and safely isolated in order to carry out and inspection or affect a repair.

Panasonic reserves the right to refuse to carry out any reparations and/or works deemed unsafe due to lack of suitable isolation, and may recover costs for an aborted visit.

For CO2 Systems, in order to comply with the Warranty conditions the following minimum conditions in the

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maintenance section must be met.

MAINTENANCE

This Product should be maintained by a qualified engineer (the “Servicer”) separately at twelve month intervals after installation in line with the below conditions.

The Service checks must include but not limited to (please see details in the installation manual provided for full detail)

- Check unit cooling operation and measure and record the air on and air off coil temperature.
- Remove rubbish and dust accumulation from outdoor coil fins.
- Check refringent pipe connection for signs of leakage
- Check suction and liquid filter driers and replace if found clogged or damaged.
- Check compressor for any abnormal vibrations and noise.
- Clean coil and straighten damaged fins on both the indoor and outdoor units.
- Check all electrical connections, controls and safety functions.
- Check suction and discharge operating pressure.

Upon completion of maintenance and inspection works, detailed and accurate documentation must be kept, which may be required when making a warranty claim.

REPAIR PROCESS

After inspection of the system Panasonic will determine (directly or through the intervention of an authorised third party) if the defect is subject to the Warranty. In case the defect is subject to the Extended Warranty, Panasonic (through the intervention of an authorised third party) will repair the defect.

When Warranty service involves the exchange of a Product or the replacement of a part, subject to applicable law, the item exchanged or replaced becomes the property of Panasonic. If, after repeated efforts, Panasonic is unable to restore the product to good working order, at Panasonic’s discretion, Panasonic may replace the Product with an identical or functionally equivalent product. The replacement may be a new or refurbished item.

Where Panasonic is required to carry out any reparation works, this will only be carried out if the environment is deemed safe to do so. Any relevant access permits, risk assessments and method statements are the responsibility of the claimant. Access equipment required must be provided by the claimant in advance of attendance. Panasonic accepts no liability for failure to provide access equipment resulting in an aborted visit. Panasonic reserves the right to refuse to carry out site works if the installation or environment is deemed unsafe. In the event of unsafe conditions Panasonic will only re-attend site once confirmation has been received that the conditions are deemed suitably safe and reserves the right to charge for an aborted visit.

PRIVACY AND DATA PROTECTION

Any personal data relating to End Users will be used by Panasonic solely for the purpose of provision and

administration of the Warranty and is in accordance with applicable UK Data Protection Laws.

MODIFICATION OF THE TERMS AND CONDITIONS

Panasonic reserves the right, acting reasonably to modify or replace these Terms and Conditions in order to:

- a. Comply with law, regulations, industry guidance or codes of practice;
- b. Rectify errors or ambiguities;
- c. Introduce new Products or services; and
- d. Reflect any other changes in the scope or nature of the Warranty;

In that case Panasonic will provide thirty (30) days’ notice of any change that could have a material effect on the End User’s rights or obligations and will be published online. The new terms and conditions will take effect from the date stated in the notice.

WARRANTY CLAIM PROCESS.

In case of a functional disturbance of the Product the End User shall contact the Installer who originally installed the Product, or where this may not be possible, a relevant competent servicing/maintenance company, or contact the Panasonic technical helpline in the country of installation. Details of independent Installers of Panasonic Products and Panasonic technical helpline can be found at www.aircon.panasonic.co.uk The Product model reference and serial number will be required and proof of purchase may also be requested. Where a serial number is not immediately available, a proof of purchase from a Distributor will be required in order to verify the serial number. Panasonic reserves the right to verify the eligibility of all claims to protect itself against fraudulent, invalid or repetitive claims.

A Warranty claim form must be fulfilled and returned to Panasonic. Failure to provide correctly completed documentation will delay the claim and Panasonic reserves the right to refuse any claim where incorrectly fulfilled documentation has been provided. Panasonic reserves the right to disqualify any claim that has been returned to the End User or Installer that has not been returned to Panasonic within 30 days of issue.

In the event that a dispute arises, Panasonic may require access to carry out an inspection of the Product to verify the claim. Should it be determined that the failure is as a result of incorrect installation and/or selection, etc, Panasonic reserves the right to claim costs for the visit at our standard daily rate (£500.00 ex VAT). This excludes any additional costs for travel / accommodation required to attend site. A purchase order will be required in advance of attendance to cover such an event.

Panasonic accepts no cost for the diagnosis of any fault, out-of-hours work, travel or accommodation, or specialist equipment relating to a claim, or loss/ damage to any equipment used to affect a repair. Any invoices relating to successful claims must be submitted to Panasonic within 60 days of the issue. Panasonic reserves the right to reject any invoice that is received outside of this period.

LOGISTICS AND EQUIPMENT DAMAGE

Upon delivery, it is the responsibility of the Installer to inspect the Product for signs of damage. In the event that the Product packaging is deemed excessively damaged, the Installer has the right to refuse the Product. Where there is clear packaging damage, but is not deemed excessive, it is the responsibility of the Installer to carry out



a more thorough inspection of the Product. Any damage must be reported immediately by phone either directly to Panasonic or via the distributor. In the event it is deemed that the damage is minor or superficial, Panasonic reserves the right to provide replacement parts to affect a repair. Where the damage is excessive, Panasonic will provide a replacement Product. In the event a direct replacement cannot be provided in a timely manner, a suitable alternative will be provided.

When making a claim, the Installer must take photos of the damage. Claims must be submitted to Panasonic within 5 working of delivery along with any relevant documentation and supporting information. Panasonic reserves the right to deny any claims made outside of this period.

From time to time a Product may be supplied that shows no clear signs of damage to the exterior packaging, but has clear signs of damage to the Product, which is discovered outside of the 5 working day period. In such an event, the Installer must provide photographic evidence of the product and packaging for review, within a maximum 30 days of delivery. Panasonic reserves the right to refuse any claims made outside of this period.

DEAD ON ARRIVAL PROCEDURE

Dead on Arrival (DOA) means equipment deemed defective at the point of installation and commissioning.

Distributor means the distributor, wholesaler or reseller through which the product is purchased.

Installer means the company carrying out the installation and/or commissioning of the product DOA Warranty claims will be processed in accordance with the following;
DOA Warranty claims will be processed in accordance with the following:

1. You must inform Panasonic directly or the Distributor (depending on the purchase route) as soon as it is believed a DOA issue has occurred and the Distributor must subsequently inform the Panasonic Technical Department either by telephone or email within 1 working day of commissioning, no greater than a 12 months from the date of sale from Panasonic. Any DOA claims made beyond this period are at the discretion of Panasonic technical team. You must provide
2. Full product name and serial number shall be provided at this first notification.
3. Following notification we may wish to attend site to inspect the system and carry out any repairs required. Should access be required, a representative of the Distributor and Installer will be required to attend site at the time of the visit. Panasonic reserves the right to refuse any claim where

the parties fail to attend;

4. Should an inspection find any failure due to incorrect selection, installation and/or commissioning, no claim will be accepted and we reserve the right to invoice you for the visit and/or repairs carried out;
5. On acceptance of a valid DOA claim, a claim number will be issued to the distributor for completion. Completed forms must be received within 10 working days of issue. Documentary evidence may be required to support the claim, including but not limited to photos, commissioning documentation and service checker data;
6. We reserve the right to refuse claims where insufficient evidence is provided and DOA documentation is incomplete;
7. Where applicable, the product should be repaired on site with the relevant spare parts and components required to affect the repair. The parts will be supplied via the distributor or directly from Panasonic at the distributors request;
8. Where a product is deemed irreparable on site or uneconomic to repair the product will be replaced. In this eventuality, the distributor must place an order for a replacement product. Once the defective product has been collected, the distributor will be credited accordingly. In the event a direct replacement cannot be provided in a timely manner, a suitable alternative will be provided of the same value or greater, but at equal cost to the original product;
9. Any product that is to be returned for replacement should be in good condition and show no signs of damage. The product, where possible, should be returned in its original packaging. In the event that the original packaging cannot be used, efforts should be made to pack the product securely for return. Where a product is delivered on a pallet, it must be secured to a pallet ready for collection;
10. It is the responsibility of the installer to make the product ready for collection. Panasonic accepts no liability for refusal of collection where the product has not been made available. Panasonic accepts no liability for any product lost or damage prior to collection;
11. Payment for any site works required to affect a repair will be paid in accordance with the costs detailed within Appendix A – Warranty Repair Pricing, at the values detailed within 'warranty Pricing'. All costs must be agreed in advance of any invoice submitted to Panasonic. DOA costs will be paid to the Distributor who will invoice Panasonic accordingly. Any DOA labour cost invoices and/or costs for spare parts supplied directly by the Distributor, must be submitted to Panasonic within 30 days of the approved warranty claim. We reserve the right to accept any costs submitted after this time.