

Q5 5 liters storage water heater – warranty for our customers

I. General

In accordance with these conditions, Inventum grants a warranty of 1, 2 or 5 years on the product „Q5 5 liters storage water heater“.

For the purposes of this warranty, „customer“ means any natural person who has not acquired ownership with the intention of reselling it, processing it or otherwise using it for commercial or self-employed purposes.

The „first purchaser“ is the consumer who first acquired the product from a dealer or another natural or legal person who sold or installed the product in the course of his commercial or self-employed activity.

II. Scope of the warranty

These warranty conditions only apply to equipment sold and used in Germany. The statutory warranty rights (to fulfilment, withdrawal, compensation or reduction) are not excluded by this warranty. This warranty statement is a voluntary service provided by the manufacturer.

III. Warranty protection

For a Modesto brand hot water appliance supplied to you, we provide a warranty for a period of 24 months from the date of sale to the first purchaser. For commercial use, the warranty is 12 months from the date of purchase.

Within this period, we will repair any damage caused by defects in materials or workmanship free of charge. We grant a manufacturer's warranty of 5 years from the date of purchase on the internal container.

The warranty does not cover damage and malfunctions caused by calcification, frost action, chemical or electrochemical effects, improper use, incorrect connections, contamination of the water supply or discharge lines, failure to observe the installation, maintenance and operating instructions or unauthorised tampering with the appliance. The warranty also does not cover the natural deterioration of the appliance (wear and tear).

After damage or a fault is reported, the manufacturer checks whether a warranty case exists. If this is the case, we decide how to repair the damage.

IV. Procedure in case the warranty does not apply

If the inspection of the reported damage shows that it is not a warranty case, the costs incurred through shipping, the inspection of the product, including the labour costs and the costs for the removal and installation of the device, are to be borne by the dealer.

If, after notification that the warranty does not cover the claim and the estimated cost of the repair, the dealer wishes the repair to be carried out, he also bears the cost of spare parts and the labour costs. In case of damage that did not already exist at the time of delivery, Inventum reserves the right to remedy the damage by way of goodwill in justified individual cases. In this case, the dealer has no legal claim to rectification of the defect

V. Statutory rights

In addition to the rights under this warranty, provided that the dealer passes this warranty on to the consumer by means of a separate corresponding declaration, the consumer is entitled to further statutory rights. These rights, which may be more favourable for the consumer, are not limited by this warranty. The warranty also does not affect the rights which the first purchaser and, where applicable, the consumer have in respect of the dealer from whom the first purchaser acquired the product.

VI. Place of performance, place of jurisdiction and applicable law

The warranty is governed by Dutch law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.

The place of performance for the rights arising from this warranty is Utrecht, the Netherlands. As far as is permissible, the place of jurisdiction is Utrecht, the Netherlands.

Inventum Technologies B.V