

THERMATEC

# WARRANTY CONDITIONS

## SMART SOLUTIONS HEAT PUMPS

TH-R290-S06-1P | 6 kW  
TH-R290-S10-3P | 10 kW  
TH-R290-S16-3P | 16 kW



**5** YEARS  
WARRANTY



Dear Customer,

Thank you for choosing the THERMATEC brand. We are very pleased with the trust you have placed in us. This is particularly important because your choice confirms that the goal we have set for ourselves is correct.

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We guarantee that the heat pump will meet all your expectations. We pay great attention to the usability, quality of workmanship, and durability of our products. Thanks to this, we deliver devices prepared for years of trouble-free and efficient operation.

The warranty is provided for THERMATEC brand heat pumps purchased in the territory of the Republic of Poland.

We are convinced that the product we offer will fully meet the tasks set for it and provide convenience and comfort in use.

This warranty applies to complete units, i.e., air-to-water heat pumps based on the R290 refrigerant by the THERMATEC brand, manufactured by **Home Star sp. z o.o., located at Misjonarzy Oblatów MN 20A, 40-129 Katowice, Polska [Poland]**, installed in the territory of the Republic of Poland, hereinafter referred to as the „Device”.

The warranty is valid only within the territory of the Republic of Poland.

Home Star sp. z o.o. hereby grants a warranty for the Device under the conditions specified below and guarantees its efficient operation provided that the Device is used in accordance with its intended purpose and conditions described in the Warranty Card and the Installation and User Manual. The detailed scope and conditions of the warranty are specified in the further provisions of the Warranty Card.

#### **Glossary of terms used in the following Warranty Card:**

1. „User” – the end customer operating the THERMATEC heat pump.
2. „Authorized THERMATEC Partner” – an entity performing warranty repairs and periodic inspections of the THERMATEC heat pump authorized by the manufacturer.
3. „Warranty Provider” – Home Star sp. z o.o., headquartered at Misjonarzy Oblatów MN 20A, 40-129 Katowice, Polska [Poland], being the manufacturer of THERMATEC brand Devices.
4. „Device” – an air-to-water heat pump based on the R290 refrigerant from the PLUS S LINE series.

## **1. WARRANTY PERIOD**

- 1.1. The warranty for the Device is 60 months and applies from the date of purchase or from the date of commissioning the Device (whichever occurs first), but no later than 1 month from the date of sale of the Device as indicated on the proof of purchase. The condition for the Guarantor to provide the warranty and for it to last for the period mentioned in the preceding sentence is the fulfillment of the requirements specified in this Warranty Card, including the performance of paid periodic warranty inspections. The condition for the Device to be covered by the warranty is that the installation and commissioning are carried out by an Authorized Installer or another entity authorized by the Guarantor and that acceptance is obtained from the „THERMATEC Service Department” with the current „Installation Reporting and Warranty Transfer Procedure”, confirming the correctness of the installation and commissioning according to the applicable instructions.

## **2. WARRANTY SCOPE**

- 2.1. The warranty covers only Devices whose serial number has been provided in the Warranty Card.
- 2.2. The warranty includes free repair of the Device that is technically defective, in cases where such defect results from a part defect, manufacturing defects, material defects, or workmanship defects. Repair also includes the provision of a defect-free Device in situations where the Guarantor deems this the most appropriate way to handle the warranty claim.
- 2.3. Warranty repairs do not include actions indicated in the Installation and User Manual, which the User is obliged to perform on their own and at their own expense in connection with using the Device according to its intended purpose, as well as actions covered by paid services such as cleaning filters and heat exchangers.
- 2.4. This warranty covers only the Device and does not apply to installed and mounted components used to connect the water, electrical, condensate, power, and control installations performed by the installer. This limitation does not exclude the responsibility of the installation company for the proper installation of the Device.

### 3. WARRANTY CLAIM

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- 3.1. A warranty claim can be made using the form on the website [www.thermatec.eu](http://www.thermatec.eu). After submitting the claim, the User will receive a confirmation of receipt of the claim to the email address provided in the form.

### 4. CLAIM HANDLING

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- 4.1. Defects of the Device revealed during the warranty period will be repaired free of charge by authorized personnel, within the shortest possible time not exceeding 14 working days from the date of reporting the Device for repair. This period may be extended to 28 days in case of waiting for parts necessary for the repair. The Guarantor will not be liable for the timeliness of warranty repairs if the actions are disrupted by unforeseen circumstances of force majeure or if the User did not provide access to the Device on the previously agreed date.
- 4.2. The warranty becomes void if the Device has been used by the User contrary to the Installation and User Manual and such use has directly impacted the defect.
- 4.3. The warranty does not cover:
  - a) Devices that were not commissioned by an Authorized THERMATEC Partner, the Guarantor, or another entity authorized by the Guarantor;
  - b) Normal wear and tear of components;
  - c) Installation services of the Device performed by the installation company that installed the Device;
  - d) Paid service maintenance.
- 4.4. The Guarantor may refuse to perform a warranty repair if discrepancies with the data in the documents of the sold Device are found.
- 4.5. In case of an unjustified call of the Guarantor or an Authorized THERMATEC Partner for a warranty repair, the User will be charged for the costs.
- 4.6. In case of removing defects not covered by the warranty, the service will be carried out on the terms of full payment in accordance with the valuation of the Guarantor or an Authorized THERMATEC Partner.

### 5. WARRANTY INSPECTIONS

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- 5.1. The validity of the warranty requires periodic warranty inspections of the Device at least once a year, with the first warranty inspection to be conducted 12 months from the date of commissioning (+/- 15 days). Subsequent warranty inspections should be conducted every 12 months during the warranty period (12 months +/- 15 days from the date of the previous inspection). Inspections must be carried out exclusively by an Authorized THERMATEC Partner. Each warranty inspection must be recorded in the Warranty Card.
- 5.2. The mandatory warranty inspections mentioned above are fully chargeable, and the costs are borne by the User according to the price list of the Authorized THERMATEC Partner.
- 5.3. The responsibility for adhering to the inspection schedule lies with the User.
- 5.4. If the User fails to conduct at least one periodic warranty inspection, this will result in the immediate loss of warranty rights.

**Only the Guarantor or entities with the status of an Authorized THERMATEC Partner are authorized to carry out warranty inspections, as well as to commission and perform warranty repairs of the Device.**

## 6. DISCLAIMER OF GUARANTOR'S LIABILITY

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- 6.1. The warranty does not cover:
  - a) damages to the electrical or electronic system if the electrical network to which the Device is connected exceeds permissible standards;
  - b) damages to the electrical or electronic system if the Device is connected to a power source other than the standard electrical network, e.g., a generator without a voltage stabilization system (AVR);
  - c) damages resulting from improper execution of electrical installation;
  - d) damages resulting from improper execution of hydraulic installation (not in accordance with the guidelines for designing and implementing systems with heat pumps);
  - e) damages caused by improper operation not in accordance with the Installation and User Manual or prolonged operation under extreme working conditions or in critical conditions;
  - f) malfunctions of the heat pump resulting from improper selection of heating system components;
  - g) malfunctions caused by repairs, modifications, and structural changes made independently or by an unauthorized entity;
  - h) malfunctions resulting from changes in technical operating parameters beyond user settings;
  - i) actions and parts of the Device subject to normal wear and tear;
  - j) malfunctions and improper operation caused by incorrect or faulty installation of the Device;
  - k) malfunctions and improper operation caused by incorrect selection of the Device relative to the specific object and conditions defined by its Users;
  - l) defects and damages caused by acts of force majeure;
  - m) external factors not resulting from causes attributable to the Guarantor, in particular mechanical damages, chemical factors, and atmospheric conditions.
- 6.2. The Guarantor has the right to refuse warranty recognition if the User, through deliberate or negligent action, disconnects the DTU module and/or WI-FI module, preventing the service monitoring of the Device.
- 6.3. The Guarantor's liability for non-performance or improper performance of this warranty, for damages including actual damage, is limited to 100% of the Device's sale price. The Guarantor is not liable for lost profits in particular lost assets, turnover, or profit.

## 7. FINAL PROVISIONS

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- 7.1. Warranty claims are considered according to the warranty conditions in effect at the time of the Device's sale.
- 7.2. The warranty does not exclude, limit, or suspend the rights arising from the non-compliance of the goods with the contract (Act of July 27, 2002, on specific terms of consumer sales and amendments to the Civil Code - Journal of Laws No. 141, item 1176).
- 7.3. Warranty service for the Device will be performed based on a request submitted by the User via the application form available on the website [www.thermatec.eu](http://www.thermatec.eu).
- 7.4. In case of loss of the Warranty Card, the Guarantor does not issue a duplicate.

## 8. WARRANTY INSPECTIONS OF THERMATEC HEAT PUMPS

### Why inspect heat pumps?

Heat pumps are nearly maintenance-free devices, but this does not mean they should not undergo periodic technical inspections. A service visit is essential to check the correct operation of the entire system and to detect possible faults early.

### What does a heat pump warranty inspection include?

A heat pump warranty inspection includes:

- Checking the condition of mesh filters and possibly cleaning or replacing them;
- Cleaning the magnetic filter;
- Cleaning the evaporator of the unit;
- Removing or indicating to the User the elements to be removed (trees, flowers, obstacles that have appeared since the Device was installed) in the vicinity of the heat pump;
- Checking safety valves;
- Inspecting the device controller;
- Checking electrical system components, including electrical connections, proper operation of electric heaters, sensors, and fuses;
- Checking the error log.

**It is recommended to perform the above activities even after the warranty period expires, as it affects the longevity of the Device and improves its energy efficiency.**

Thanks to the fact that each Device has a built-in DTU module with a prepaid SIM card (the User does not bear the costs associated with the SIM card operation), our pumps are ensured the ability to constantly monitor the pump's operating parameters. This system allows for diagnosis, shortening service time, and eliminating possible malfunctions without the need for multiple visits to the Device installation site.

The manufacturer is authorized to access the Device via the WI-FI module and the DTU module to collect and process information about the Device, its operation, and operating parameters. By accepting these warranty conditions, the User consents to the Guarantor's access to the DTU module of the Device and to the information and data collected and processed in the Device, and subsequently to their collection and processing for the purpose of performing the warranty agreement, service, and paid repairs of the Device, improving manufactured Devices, and creating a database of defects, faults, and repair history.

### THERMATEC DEVICE INSPECTION STAGES:

1. The Authorized THERMATEC Partner arrives at the Device installation site within 12 months from the date of installation/previous inspection. Calling the Authorized THERMATEC Partner for a periodic service inspection is the responsibility of the User.
2. The User presents the Warranty Card received during the completed installation in paper form to the Authorized THERMATEC Partner.
3. The Authorized THERMATEC Partner performs the inspection activities for the Device.
4. The Authorized THERMATEC Partner makes an appropriate entry in the User's Warranty Card (date of inspection, description of activities).
5. The Authorized THERMATEC Partner takes a photo of the entry in the Warranty Card and reports it to the Guarantor via the IT system.



1. The administrator of your personal data is Home Star sp. z o.o. with its registered office at Misjonarzy Oblatów MN 20A, 40-129 Katowice, Polska [Poland], KRS: 0000729842.
2. The Administrator has not appointed a data protection officer. Correspondence regarding personal data protection and to exercise your rights should be directed to the email address: odo@homestar.pl or by traditional mail to the address: Home Star sp. z o.o., Misjonarzy Oblatów MN 20A, 40-129 Katowice, Polska [Poland].
3. Your personal data are processed based on:
  - a) Article 6(1)(b) GDPR, for the purpose of concluding and performing the contract, i.e., performing tasks related to the granted warranty, updating the software of the purchased product, performing service work and removing faults, checking correct operation;
  - b) Article 6(1)(c) GDPR, to fulfill obligations imposed on the Administrator by law, including those related to warranty, delivering the purchased product, tax obligations, ensuring the safe use of the purchased product;
  - c) Article 6(1)(f) GDPR, for purposes arising from the legitimate interests pursued by the Administrator, including presenting the Administrator's services, presenting new products, handling inquiries and responses, and conducting customer satisfaction surveys, marketing purposes, and collecting statistical data.
4. Providing data is voluntary, but failure to provide data will make it impossible, among others, to perform the contract, carry out service work and remove faults, and recognize the warranty.
5. The Administrator uses technical and organizational measures to ensure the greatest possible security of the personal data provided and to protect them from accidental or intentional destruction, accidental loss, modification, unauthorized disclosure, or access.
6. Your personal data, depending on the basis and purpose of their processing, may be disclosed to entities authorized by the Administrator under the law, and data recipients: entities providing postal, courier, IT, accounting, legal, marketing, repair, service, and warranty services to the Administrator.
7. You have the right to:
  - a) access your personal data and receive information on the processing of your data under Article 15 GDPR;
  - b) rectify your personal data under Article 16 GDPR;
  - c) delete your data in cases specified in Article 17 GDPR;
  - d) request the Administrator to restrict processing of your data under Article 18 GDPR, subject to the cases referred to in Article 18(2) GDPR;
  - e) transfer your personal data in cases specified in Article 20 GDPR;
  - f) object to the processing of your personal data under Article 21 GDPR; the Administrator shall not process your personal data unless there are compelling legitimate grounds for the processing which override your interests, rights, and freedoms, or for the establishment, exercise, or defense of legal claims. If personal data are processed for direct marketing purposes, you have the right to object to such processing for direct marketing purposes.
  - g) lodge a complaint with the President of the Personal Data Protection Office if the processing of personal data violates the GDPR.
8. Your personal data are not subject to automated decision-making, including profiling, in accordance with Article 22 GDPR.
9. Your personal data will not be transferred to a third country/international organization;
10. Your personal data will be stored until the purposes specified in point 3 are achieved, and thereafter for the period required by applicable law and for the period necessary to fulfill the legitimate interests of the Administrator, which form the basis for data processing or until you object to such processing. In the case of data necessary for the performance of the contract – until its execution and possibly after the end of cooperation for the warranty period, limitation of civil claims, and any public-law receivables. Data processed for marketing our products and services are processed until you object to their processing for this purpose or we determine that they have become outdated or lost their marketing value.

WARRANTY PROVIDER'S STAMP

**HOME STAR Sp. z o.o.**  
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40-129 Katowice  
KRS 0000729842 NIP 634 292 88 43



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