

## **MYDENS GUARANTEE TERMS AND CONDITIONS**



Gemtex offer a guarantee on all MYdens boilers supplied to the UK by us, subject to the terms listed below.

### **The benefit of this guarantee is in addition to your statutory rights .**

1. The boiler must be supplied by Gemtex and installed as per the manufactures instructions and conform to the current building regulations by a gas safe registered installer, who must also complete the Gemtex commissioning checklist in full at the time the boiler is installed. This checklist is found within the boiler manual pack and must be made available to Gemtex if requested. The commissioning checklist is also available on request.
  - 1.1. If condition 1 is not met, the Gemtex guarantee will be not be valid.
  - 1.2. If the boiler is commissioned by Gemtex then the guarantee will be validated automatically.
2. The boiler guarantee must be registered with Gemtex by either the installer or you, the owner/householder, within 30 days of the boiler being installed. For new build properties, this must be done within 30 days of the sale being completed. Registration can be done by completing the online form found on our website [www.gemtex.co.uk](http://www.gemtex.co.uk) or by sending a completed form by post or email.
3. The boiler must be serviced within 15 months of installation, then at least once annually from the first service, in line with the manufacturer's instructions. The service must be carried out by a gas safe registered engineer and details logged in the servicing book. The record of the service should also be kept. The service can be done up to 60 days before or after the original anniversary of the boiler being installed without invalidating the guarantee.
  - 3.1. If the service is not carried out by a Gemtex engineer, you must give us proof of service if we ask (this may be a copy of the service report).
4. The boiler and connected heating system must be protected from corrosion by methods which meet the standards listed in the boiler installation manual.
5. If conditions 1 to 4 are met, the Gemtex guarantee shall be valid and will start from the date of installation as recorded on the Gemtex commissioning checklist or 6 months from the date the equipment was delivered, (whichever one is earliest).

Please refer to the below table for the guarantee cover periods.

  - 5.1. Years 1 and 2 will be parts and labour cover for all models as detailed in point 7.
  - 5.2. Years 3 to 5 will be parts only cover for all internal components (excludes the T range), the labour is not covered.
  - 5.3. Years 3 to 10 will be parts only cover for the heat exchanger and burner for all models, the labour is not covered.

#### **Mydens Gemtex guarantee periods**

Item	Model		
	Mydens 15-34	Mydens 60	Mydens T Commercial
Heat Exchanger	10 Years	10 Years	10 Years
Burner	10 Years	10 Years	10 Years
Components	5 Years	5 Years	2 Years
Labour	2 Years	2 Years	2 Years

6. If you do not meet conditions 1 to 4, this guarantee will be limited to a standard **2-year guarantee for all parts**, which will start from the date of installation as recorded on the Gemtex commissioning checklist or 6 months from the date the equipment was delivered, (whichever one is earliest).
7. During years 1 and 2 inclusive of the guarantee period (detailed above), Gemtex will replace parts which have failed from manufacture, as we decide and free of charge. At our discretion we may instead decide to replace the boiler, if the cost of replacing any part is deemed to exceed the cost of replacing the whole boiler.

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8. During years 3 and 5 inclusive of the guarantee period (detailed above) Gemtex will offer a fixed rate for any repair required to replace any part failed under guarantee (excludes the T range). Details of which can be found on our website.
  - 8.1 If Gemtex are not used to replace the part, then we will free issue a replacement part on return of the faulty component.
  - 8.2 If a claim is made and a replacement part is required before the faulty one is returned, then Gemtex will require the replacement part to be purchased. Once the faulty component is returned Gemtex will issue a full credit for the replacement part that was invoiced (less any special carriage charges). Gemtex will cover standard carriage charges only.
    - 8.2.1 If a part returned to Gemtex is not deemed to be covered under this guarantee, Gemtex will issue a report and make the part available for collection for 2 weeks before it will be disposed of and no credit will be given.
9. The guarantee cover is not a 24/7 emergency call out plan. However, Gemtex will endeavour to respond quickly and resolve any claim as soon as reasonably practicable.
10. This guarantee only relates to the boiler and integrated controls and not to any connected system or accessories such as time switches, thermostats, motorised valves, external pumps, external expansion vessels and so on.
11. In the event of a boiler break down and claim, we may ask you to pay us a deposit before we visit you to repair it. We will return the deposit in full if the fault is covered by this guarantee. We may keep the deposit if we cannot access your property at the time that we had arranged with you to visit or we find other conditions of this guarantee have not been met. A responsible adult must be at the property to give our engineer this access to the boiler. The deposit amount is usually our current call out charge but may be more in extreme circumstances.
12. Any repairs carried out under the terms of this guarantee will not extend the guarantee beyond its original period.
13. The engineers will not carry out any repairs if they think accessing the boiler would be a risk to health and safety.
14. If your boiler is in a cupboard or similar, then there must be enough room for the engineer to work (the minimum area as set out in the installation instructions). We will not accept responsibility for removing cupboards, kitchen units, trims and so on to gain access for repairs.
15. This guarantee only applies to boilers sold by Gemtex and installed in the United Kingdom, Isle of Man or the Channel Islands.
16. The Gemtex Mydens guarantee is not insurance backed, instead Gemtex sets money aside to support all future claims.
17. This guarantee does not in any way affect your statutory or legal rights.
18. The guarantee may be transferred to someone else providing we have agreed to this in writing beforehand.
  - 18.1. If consent is given by us, then the terms of this guarantee will still need to be met.
  - 18.2. Transfer of owner does not renew or extend the original guarantee term.
19. By completing the registration form you are providing permission for Gemtex to keep in touch with you in line with our privacy policy, which can be found at [www.gemtex.co.uk](http://www.gemtex.co.uk).  
Your details will be kept safe and secure, and by submitting your details, you are telling us that you're okay with this and that you agree with our privacy notice. You can, of course, change your mind at any time.
20. If the boiler suffers a breakdown, please contact us using the one of the following options:

Tel: +44 (0) 1256 587 800

Email: [info@gemtex.co.uk](mailto:info@gemtex.co.uk)

We will need the following information when processing any claims:

Your Name, Address of installation, Guarantee no. or Boiler serial no. and a brief description of the fault or error code.

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**Neither the Gemtex guarantee or the Standard guarantee cover the following.**

1. Boilers installed within mobile leisure accommodation vehicles (LAVs) e.g. boats, caravans etc.
2. Products that have been moved from their original place of installation.
3. Costs of each annual service, including any general servicing parts such as, but not limited to, auto air vents, seals or electrodes replaced at this time.
4. Costs of switching on the boiler, or carrying out adjustments to programmers, switches or controls.
5. Any other additional works carried out relating to the boiler and heating system.
6. Any other repair that is needed as a result of anything other than a fault to the boiler or failure of the boiler itself.
7. Costs if no fault is found on the equipment.
8. Any damage, whether accidental, negligent, malicious or otherwise or caused by fire or explosion.
9. Callouts and faults arising from floods, lightning, storms frost or other severe weather conditions.
10. Theft or attempted theft.
11. Any fault or failure in the heating system to which the boiler is connected.
12. Any other costs or expenses caused by, or arising as a result of, a repair or the equipment not working.
13. Any damage caused by hard water scale deposits or sludge resulting from corrosion. Or any other issue arising from poor water quality.
14. Any water pressure adjustments on sealed systems, including recharging of expansion vessels.
15. Any problems caused by inadequate supply of services such as electricity, gas or water to the property.
16. Third part or unauthorised costs.
17. The use of Replacement parts for servicing or repair unless they are genuine Cosmogas replacement parts.
18. Unvented Pressure cylinders.
19. Boilers which have not been:
  - 19.1. Installed and set up strictly in line with the installation instructions supplied with them  
(including the requirement to clean the system to the required standards set out in the manufacturers manual; or
  - 19.2. Maintained strictly in line with the maintenance instructions supplied with them.