

HALCYAN DOMESTIC WARRANTY & PERFORMANCE GUARANTEE

1. THIS GUARANTEE

- 1.1 **What this guarantee is.** This guarantee is provided to you as the purchaser of our domestic Halcyan water conditioner ("**Product**"). The guarantee will apply to any contract between us for the sale of the Product ("**Contract**").
- 1.2 **Important information.** We strongly advise you to read clause 3.3 of this document before you proceed to install the Product. Failure to comply with clause 3.3 will invalidate this guarantee and you will not be able to claim under it.
- 1.3 **Why you should read this.** The terms in this document tell you who we are, what to do if there is a problem with your Product, how you are covered if your Product is defective and other important information.
- 1.4 **This guarantee is.** Only applicable to purchases for individual domestic systems. It does not apply to commercial purchases of units for residential or any other purpose.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Halcyan Ltd, a company registered in England and Wales. Our company registration number is 09711030 and our registered address is at C/O Frost Wiltshire, Unit 2, Green Farm Business Park, Folly Road, Latteridge, Bristol BS37 9TZ.
- 2.2 **Contacting us.** If you have any questions or complaints about the Product, please contact us by telephoning our customer service team on 0345 5040656 or by e-mailing us at info@halcyanwater.com, or by writing to us at The Old Bakery, 11a Canford Lane, WoT, Bristol BS9 3DB.
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address provided to us in your order.

3. HOW TO MAKE A CLAIM

- 3.1 **Notice in writing.** If the Product fails to comply with the guarantee set out in clause 4 and your guarantee has not expired (please see clause 5) then please write to us (or email) with details of the model number and a description (with the necessary supporting evidence) of the Product's alleged failure to comply.
- 3.2 **Proof of purchase.** You must also provide your proof of purchase showing the date you purchased the Product.
- 3.3 **Photographs.**
- 3.3.1 You must:
- (a) Take photographs, on the date the Product is installed showing evidence of the conditions at the property (see Schedule 1, section A for details) that the Product was intended to protect, and the installation site itself;
 - (b) and send us those photographs within 7 days of the Product being installed;
- 3.3.2 You must provide us with further, comparative photographs taken, a minimum of 60 days and a maximum of 350 days, after the Product was installed, showing the nature of the Product's alleged failure to comply with the Performance Guarantee;
- 3.3.3 Failure to comply with this clause 3.3 will invalidate your guarantee.

3.4 **Physical Inspection.** You (or whoever installs the Product) must inspect the Product on delivery or before installation, and if there is a defect you must notify us within fourteen (14) days of such delivery. If the defect would have been apparent to you (or whoever installed the Product) and you fail to notify us within fourteen (14) days you may not claim under this guarantee.

4. **OUR WARRANTY TO YOU**

4.1 **General Warranty.** If you purchase the Product from us or one of our approved distributors or agents then we warrant to you that the Product will:

4.1.1 conform with its description;

4.1.2 conform with any applicable specification prepared by us based on the data you provide to us about your installation (including but not limited to water flow rates, water pressure, water usage patterns, and the configuration of your pipe system) (**Installation Data**) and agreed in writing by you and us;

4.1.3 be free from defects in materials and workmanship; and

4.1.4 be of satisfactory quality.

4.2 The general guarantee at clause 4.1 shall start on the date the Product is installed at your property and shall be valid for 30 years only or as otherwise specified in writing by us at the time of purchase of the Product.

4.3 **Your statutory legal rights.** This guarantee is in addition to, and does not affect, your legal rights in relation to the Product that is faulty or is not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

4.4 **Replacement or Refund.** We shall (at our discretion) replace the Product in accordance with clause 6, or we shall refund the price of the defective Product to you in full, in each case if the Product fails to comply with the guarantee at clause 4.1 or 4.2. Before we replace the Product or refund the price of the Product, we must be given a reasonable opportunity of examining the product prior to issuing a refund.

4.5 Do not remove and return your Halcyan unit until you have had your refund approved in writing by our representatives, as every refund must be approved and we will not cover any costs incurred if a refund is not agreed and the unit has been uninstalled.

5. **THE PERFORMANCE GUARANTEE PERIOD**

5.1 **Product Efficacy Guarantee.** In addition to the guarantee at clause 4.1, we warrant that for a period of 12 months commencing on the date you install the Product, the Product shall comply with the Product Efficacy Assurances which is set out at Schedule 1 below, provided the Installation Data you originally provided to us is correct and remains the same during this one year period.

5.2 **Guarantee period for the Replacement Product.** If a Product is replaced, the replacement Product will be covered by this guarantee for the full guarantee periods specified under clauses 5.1 and 4.2.

6. **REPLACING THE PRODUCT**

6.1 **Returning the Product to us.** If required to do so, you shall liaise with us to return the Product to our place of business in good, unmarked condition. The return of the Product will be at our cost if the Product is faulty or misdescribed or because you have a legal right as a result of something we have done wrong. In all other circumstances you must pay the costs of return.

6.2 Do not remove and return your Halcyan unit until you have had your refund approved in writing by our representatives, as every refund must be approved and we will not cover any costs incurred if a refund is not agreed and the unit has been uninstalled.

6.3 **If in our reasonable opinion the installation data is correct:**

6.3.1 We will replace the Product, subject to clause 6.3.3 below; and

6.3.2 If the replacement Product is cheaper than the original Product purchased, we will pay you the difference between the price of the original Product and that of the replacement Product; or

6.3.3 If the replacement Product is more expensive than the original Product purchased, we will notify you, and provided you agree to pay such higher price, you will pay us the difference between the price of the original Product and that of the replacement Product.

If you decline to pay the higher price, we will refund to you the price of the purchased Product in full.

6.4 **If in our reasonable opinion the installation data you have specified is incorrect and we were diligent with our original advice:**

6.4.1 We will replace the Product subject to the following:

(a) we reserve the right to require you pay a restocking charge which shall be 20% of the price of the replacement Product; and

(b) if the replacement Product is more expensive than the original Product purchased, you shall pay an additional charge representing the difference between the price of the original Product and the replacement Product.

If you decline to pay the higher price or the restocking charge in (a) above, we will refund to you the price of the Product in full.

7. **WHAT THIS GUARANTEE DOES NOT COVER**

7.1 You may not claim under this guarantee in any of the following events:

7.1.1 **Photographs.** You fail to provide us with the photographs as per clause 3.3;

7.1.2 **Installation data.**

(a) The Product fails to comply with the [Product Efficacy Assurances], and has been installed for less than 60 days, due to a change in the Installation Data provided by you and/or the Installation Data being incorrect or inaccurate (for any reason); or

(b) The Product fails to comply with the general guarantee of clause 4.1, due to a change in the Installation Data provided by you and/or the Installation Data being incorrect or inaccurate (for any reason).

7.1.3 **Installation and Assembly.** The defect in the Product stems from improper installation and/or assembly and a failure to comply with the installation instructions for the Product;

7.1.4 **Installation costs.** This guarantee does not cover any installation or removal costs of the product, whatever the cause of the requirement to install, re-install or remove it.

7.1.5 **Alterations or Modification.** You or anyone other than us or our authorised distributors, agents or installers alters or modifies the Product (without the written consent of us);

7.1.6 **Negligence.** The defect arises as a result of wilful damage, mishandling, accident, negligence by you or any third party, or abnormal storage, transit or working conditions;

- 7.1.7 **Approved Distributors or Agents.** The Product has not been sold by us or one of our approved distributors or agents;
- 7.1.8 **Water Pressure.** The Product has been used in conditions where the water pressure is regularly below, or ever above, the tested range for the Product. The water pressure can be ascertained by contacting the relevant Water Supplier, or testing by a qualified plumber;
- 7.1.9 **Water Quality.** The Product has been damaged by significant changes in, or quality of, water supply which are outside of the tested range for the Product or by fire, flood, lightning or any other Act of God. The quality of the water, with any significant changes, can be ascertained by contacting the Water Supplier or by a private water analysis.

8. **TRANSFER OF THIS GUARANTEE**

- 8.1 **Sale of your property.** If during the guarantee period in clause 5, you sell the freehold or leasehold property in which the Product has been installed, we will honour the terms of this guarantee with the new owner of the property, subject to clause 8.2.
- 8.2 **Original proof of purchase.** We will require the new owner of the property to be able to provide the original proof of purchase and clause 3.3.1 and 3.3.2 being complied with by them or the original purchaser of the Product. You may provide such proof of purchase to them during the property buying process. The guarantee period in clause 5 will not be extended in duration or coverage as a result of such transfer.
- 8.3 **Transfer of the Product.** If the Product is transferred or moved from the property in which it was originally installed to another property, without written consent from Halcyan Ltd, then you will no longer benefit from the terms of this guarantee.

9. **OUR LIABILITY TO YOU**

- 9.1 Nothing in this guarantee operates to exclude or limit our liability for death or personal injury arising from our negligence or for any other liability which cannot be excluded or limited by law. Please refer to our terms and conditions of sale for the provisions relating to our liability generally.
- 9.2 Without prejudice to clause 9.1, the replacement of Products or refund of the full price of the Product under this guarantee shall be your sole and exclusive remedy for our failure to supply you with a Product which complies with this guarantee. Under no circumstances will Halcyan Ltd be liable in any way for damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use of, or inability to use, such product.

10. **OTHER IMPORTANT TERMS**

- 10.1 **If a court finds part of this guarantee illegal, the rest will continue in force.** Each of the clauses of this guarantee operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 10.2 **Which laws apply to this document and where you may bring legal proceedings.** The terms in this document are governed by English law and you can bring legal proceedings in respect of the Product in the English courts. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 10.3 **Nobody else has any rights under this document.** This guarantee is between you and us. No other person shall have any rights to enforce any of its terms.

SCHEDULE 1

PRODUCT EFFICACY ASSURANCE

Section A

1. To comply with the Performance Guarantee claims process (Section 3 above) you need to take photographs, on or within 7 days, of the date of installation showing the installed unit and surrounding pipework. (We use this information to provide a free service to check in case there is anything obviously wrong with the setup at the time of installation, to alert the customer and avoid problems arising later.)
2. We also require, that photographs be taken, on or within 7 days of the date of installation, of the kitchen and bathroom taps, showerheads and shower-doors (if applicable) in those rooms which you anticipate will be used regularly. You can send more images if you feel there are other key areas you are seeking to protect. It's these images we will use as a benchmark should you have any reason to query if the unit is working fully. Images of areas not included at this time cannot be guaranteed to be included in any later investigation process.

Section B

1. Our 12 month Performance Guarantee is designed so that every customer has 12 months from the date of installation to experience the Halcyan system and monitor its results with regards to treating limescale, so protecting their system parts and equipment. We seek to provide our customers with a high level of protection from non-performance or mismatched expectations.
2. We take our customers decision to purchase Halcyan to protect their homes very seriously. We're proud and grateful to be chosen and we endeavour to provide all the information they may need to make a sound decision before purchasing a unit.
3. Equally, Halcyan is an engineering device, that's installed in the essential water system, and as such we expect our customers to have done their research with us thoroughly too. This small investment of time pre-purchase should prevent any issues arising later on.
4. We guarantee that the correctly sized Halcyan unit;
 - 4.1. will reduce existing limescale by a noticeable, and usefully significant, amount. (We can't be absolutely precise about this as existing scale will vary in thickness, longevity, composition and most critically the regularity of contact with Halcyan treated water; more contact = greater removal). This reduction may take weeks, months or even years depending on the factors above, but we expect you'll see notable progress within 12 months, indicating the ongoing process.
 - 4.2. will prevent the accumulation of new hard, crusty, crystalline limescale inside your equipment and on your fittings.
5. We cannot provide a guarantee with regards to the personal effects such as softer skin or hair, as these outcomes are too subjective.
6. With regards to installation, we are happy to provide advise in this regard, and speak with your installers to ensure installation is as easy as possible. We do not provide refunds for units due to subsequent installation issues. Please refer to our Installation Instructions on our website for full details.

7. What to expect.

As you know, the Halcyan unit does not remove any of the minerals in the water but converts them into their non-scaling version.

As such, it is highly likely that you will see a whiteish (sometimes yellowy) less crystalline, often powdery and softer residue on surfaces where the water has evaporated. This is normal, it's calcium carbonate but it is not in a state that will build up into layers of hard limescale, as long as it is cleaned away within the 2 week window that the minerals remain in their altered state.

You should expect to see;

- 7.1. light, whiteish marks on flat surfaces where the water droplets evaporate, and whiteish marks on shower doors, but all of these will be easier to clean away and not require harsh limescale removing chemicals. The degree of effort required to clean these marks will vary somewhat depending on the degree of hardness and the water composition in your area.
- 7.2. On the showerhead, you should expect to see a soft, powdery non-crystalline residue around the nozzles which can be easily dispersed by rubbing the rubber nozzles or wiping with a cloth.
- 7.3. In the kettle, you should expect to see a very fine layer of hard scale on the element itself. This is not harmful but cannot be avoided. The rest of the kettle should stay much clearer of scale, (although very hot areas may behave similarly to the element) and the scale on the element will disperse itself from time to time and not build up in thicker layers. You should not empty out your kettle when finished as this will prevent the surrounding treated water from dissolving the scale on the element.

8. Not happy? What you need to do.

8.1. At Installation take photos as described in Schedule 1, Section A.

8.1.1. Send them to Customer support at Halcyan to be logged on your record.

8.2. If during the 12 month period post installation, you feel the Halcyan unit is not performing fully, then take the relevant photographs as described in in Schedule 1, Section A.

8.2.1. Contact Customer Support with your photographs, they will run through some basic checks with you, to ensure that the sizing is correct, location and installation are problem free, and note if there any additions or changes to the system and other similar enquiries.

8.2.2. This information will be passed to our technical department who will consider all aspects, perhaps ask some more questions and then swiftly return their view on the situation.

8.2.3. If after a thorough investigation we cannot identify the residue nor sort out the issue then you will be offered a replacement unit or a full refund.

8.2.4. Do not remove and return your Halcyan unit until you have had your refund approved in writing by our representatives, as every refund must be approved and we will not cover any costs incurred if a refund is not agreed and the unit has been uninstalled.

For ease of identification, images of the potential 'softer' residue are located in various documents and videos throughout our website. Please ensure you have referred to these prior to purchase.

We want to ensure that all our customers are delighted with their decision to choose Halcyan to protect their home, which is why we have this guarantee and offer comprehensive pre-purchase advice.