
POOL HEAT PUMP – WARRANTY FORM – VERSION: FEB 2024 (VP)

CONGRATULATIONS ON BUYING AN ITS SOLAR PRODUCT! WE ARE CONFIDENT THAT OUR PRODUCTS WILL PROVIDE MANY YEARS OF TROUBLE-FREE SERVICE.

ITS Heat Pumps provides the various warranties set forth in this document subject to the terms, conditions and exclusions provided for herein.

ITS Pool Models: ITS-7.5HP32i, ITS-9.5HP32i, ITS-12HP32i ITS-16HP32i, ITS-19HP32i, ITS-25HP32i ITS-28HPi3, ITS-35HPi3, ITS-65VPi3

ITS Heat Pumps hereby warrants that for five (5) years (broken up into a full 2 year and then an additional 3-year pro-rata) from the date of purchase:

WARRANTEE TERMS AND CONDITIONS

1. Subject to the stated terms and conditions, warranty is given to the purchaser in respect of the ITS Heat Pump, Model No and Serial No. as listed on our data base from day of purchase. This warranty is subject to servicing being maintained in line with the servicing standard, minimum annual service (once a year). Should the equipment not be serviced as per the schedule, this warranty will become null and void.
 2. Should the equipment be installed in very dusty or dirty environments, servicing should be done every three months (or a minimum of twice a year depending on environment). The ITS approved dealer will advise you as to the servicing intervals required, and may contact the ITS Head Office to get advice on this.
 3. This warranty covers defects caused by original manufacturing faults, defective manufacturing assembly, or faulty material. It does not cover defects as a result of incorrect installation, but is a part only warranty and excludes labor costs. It also does not extend to repairs, replacement of parts, maintenance or service necessitated by normal wear and tear, incorrect operation, failure to properly maintain, improper cleaning methods, infestation by insects or vermin, maltreatment of the product, misuse, connection to an incorrect voltage, power surges, damage caused by lightning, accidents, flooding, fire, Acts of God, public disturbances, accidental damage, rust and corrosion, work carried out by persons other than an authorized ITS dealer, or being incorrectly sized for the application required, according to authorized dealer's recommendations. In cases of dispute, repairs, replacement of spare parts, maintenance and service shall be deemed to be beyond the scope of this warranty unless the purchaser is able to prove to the contrary.
 4. During the period of the warranty, faults covered by the warranty will be repaired as per the schedule by the installing dealer (or other authorized ITS dealer), with only the cost of the parts covered. These will be supplied by the relevant ITS Service Centre.
 5. ITS shall not be responsible, without limitation, for any charges for dismantling or reassembling the heat pump for repair, any transportation or storage expenses, injury to persons or property, work stoppage, impairment of other goods, breach of contract, negligence or other such action as may be deemed or alleged to be cause of a loss or damage to buyer, its agents or customers.
 6. This warranty will lapse if any repairs are carried out by any dealer other than any dealer authorized by ITS. The warranty will also lapse if any unauthorized alteration to this warranty is affected.
 7. This warranty is not transferable. It is valid only for the original purchaser of the Product. This purchaser will be the person who owns the machine once installation is completed.
 8. For export: Warranty applicable on a parts basis only, for collection in South Africa.
 9. Any repairs carried out under this warranty will not extend the period of the warranty in any way.
 10. Should a fault occur on a new Heat Pump following installation and initial satisfactory operation, the Heat Pump will be repaired, not replaced with a new unit.
 11. Any unauthorized installation, alteration or repair will void this Warranty. All repairs are to be carried out by a ITS approved refrigeration technician who is registered in the Safe Handling of Refrigerants. (Further information in this regard may be obtained from ITS).
 12. The installer must ensure that the installation fully complies with ITS'S recommendations concerning installation, water piping and electrical work including electrical earthing of the unit.
 13. All electrical installations must comply with current specifications.
 14. The size and model of the ITS Heat Pump selected must be appropriate to the specific application.
 15. For coastal and corrosive environment installations, Blue Chem or similar treatment against corrosion is required for warranty claims to remain valid.
 16. Neither ITS nor authorized ITS service agents shall be responsible at any time during or after the period of this warranty for any loss or damage of whatsoever nature, whether general, special or consequential which may be caused or sustained by the purchaser, whether arising from, connected with or relating to any defect, fault or lack in the Product, whether such inability is complete or partial.
 17. This warranty replaces all common law and other rights or remedies which may otherwise be available to the purchaser.
 18. Should repairs become necessary DURING THE WARRANTY PERIOD, please phone the installation dealer.
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19. Parts and warranty details:

Evaporator	– 5 Year warranty (Part only)
Fan motor	– 2 Year warranty (Part only)
Compressor	– 3 Year warranty (Part only)
Titanium heat exchanger	– 2 Year warranty (Part only)
EEV / Solenoid	– 2 Year warranty (Part only)
4-way valve and solenoid	– 2 Year warranty (Part only)
Water flow switch	– 2 Year warranty (Part only)
High pressure / low pressure switch	– 2 Year warranty (Part only)
Controller, PC boards, Capacitor, Relays, Sensors	– 2 Year warranty (Part only)
Whole unit	– 2 Year warranty (Carry in only)

ITS reserves the right to update or modify this warranty (including terms and conditions) any time without prior notice

REMEDIES FOR THE BREACH OF WARRANTY

A customer will notify the ITS Heat Pumps approved dealer or distributor from whom it purchased a product promptly in writing of any alleged defect in that product. The dealer/distributor will investigate the defect to determine if it is covered by the warrantee and report its findings to ITS Heat Pumps. Based upon such review, ITS Heat Pumps will have the right in its sole and absolute discretion to determine whether or not the defect violates the applicable warrantee.

The customer's sole and exclusive remedy with the respect to any breach of any warranty (as determined by ITS Heat Pumps in its sole discretion) by a product during the applicable warrantee period will be the repair or replacement of the product by a designee of ITS or, in ITS's sole discretion a refund of the purchase price of the product to the customer. These remedies will be provided within a reasonable time and without additional charge. ITS will not be responsible for any costs or expenses associated with the investigation or analysis of an alleged defect or any repair charges for services to the products that is not covered hereby.

ITS's total liability to the customer with respect to any product shall be limited to customer's purchase price of the product. ITS will not be liable to any party, including the customer, for any consequential, exemplary, incidental, indirect, liquidated, punitive, special, speculative or other similar damages, including, without limitation, any damages to property or cost of replacement goods, resulting from any breach of warrantee by a product or any product defect. This paragraph sets forth a customer's sole and exclusive remedy with respect to any product, and customer shall not have any other remedy or remedies at law, in equity or otherwise.

NO OTHER WARRANTIES

Except to the extent expressly provided for in this policy, ITS hereby expressly disclaims and excludes any and all representations and warranties, whether written or oral, whether expressed or implied, whether arising by contract, at law, in equity, by strict liability, or otherwise, with respect to the products, including, but not limited to, any warrantee of merchantability, any warrantee of fitness for a particular purpose, any warrantee against redhibitory defects, and any warrantee against infringement of third party intellectual property rights under the laws of any jurisdiction, including, without limitation, any patents, trademarks, or copyrights.
