



## **Consumer Guarantee for Installation Services**

The Guarantee sets out the terms upon which Mack Construction Limited T/A Mack Construction & Solar offers guarantee cover for the Products supplied by it to its Customers, and for the installation services provided by Mack Construction & Solar's Registered Installers. Terms defined in Mack Construction & Solar's Terms and Conditions bear the same meaning when used in this warranty. Your attention is drawn to Mack Construction & Solar's Terms and Conditions, which includes provisions relevant to the guarantee set out below.

### **1. Installation services**

1.1. Mack Construction & Solar warrants to you that the Installation Services will be performed by appropriately qualified and trained Installers using reasonable care and skill, to such high standard of quality as it is reasonable for you to expect.

1.2. The Guarantee Period for the Installation Services shall be TEN years from completion of the Installation Services OR the period specified in the quotation whichever is the greater.

### **2. Remedial Action**

2.1. If you make a valid claim about our service in accordance with Mack Construction & Solar's Terms and Conditions, Mack Construction & Solar may arrange for the relevant Products to be reinstalled by any of Mack Construction & Solar's Registered or approved Installers or at the sole discretion of Mack Construction & Solar, refund to the Customer the charge for the relevant part of the Installation Service (or a proportionate part of such charge).

### **3. Exceptions**

3.1. This Guarantee will only apply:

3.1.1. If the Product has been installed by a Mack Construction & Solar Registered Installer and has been properly used and maintained throughout the Guarantee Period.

3.1.2. If you have informed Mack Construction & Solar of the alleged defect according to the terms defined in Mack Construction & Solar's Terms and Conditions, within the Guarantee Period and within a reasonable period of discovery.

### **4. General conditions**

4.1. You will promptly provide all information and support including access to site and services reasonably necessary to enable Mack Construction & Solar to evaluate any alleged defect and to perform its obligations under this Guarantee.

4.2. You agree that all premises, plant, power, fuel support services and other inputs that you provide for the installation and use of the Products are reasonable, are fit for purpose and will be properly used and provided.

4.3. No claim for consequential loss as a result of making a valid claim about our service in accordance with Mack Construction & Solar's Terms and Conditions will be allowed under this Guarantee.

### **5. Expertise**

5.1. Any dispute as to whether a defect is covered by this guarantee shall be immediately referred at the request of either party to the RECC Assurance Scheme (RECC) Conciliation Service as detailed in 9.2 of the RECC Consumer Code. (Domestic customers only)



## **6. Third Party Rights**

6.1. This Guarantee is exclusive for the client named in the contract/end user named in the contract and is non-transferrable.

## **7. Law**

7.1. This guarantee is governed by English law and the English courts or by the law and the courts governing where your property is if this is outside England or Wales.

## **8. Manufacturer's Product Guarantee**

8.1. Most Products supplied by Mack Construction & Solar come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the Products is notified to Mack Construction & Solar by you in accordance with Mack Construction & Solar's Terms and Conditions, Mack Construction & Solar will liaise with the manufacturer and use all reasonable endeavours to secure a replacement of the Product or the part in question or a refund of the price of the Product (or a proportionate part of the price).

8.2 Mack construction will not be liable for financial loss due to failure of the product.

## **9. Insurance Backed Warranty (Domestic Customers)**

9.1. As soon as it is issued, Mack Construction & Solar will register your contract under an approved Insurance Scheme (domestic customers only). The insurance provider will insure this workmanship guarantee and send you the policy documents directly. In the event that Mack Construction & Solar falls into receivership, administration, or bankruptcy during the term of the guarantee the insurance policy will ensure that the guarantee will be honoured for the same period as described in 1.2 above.