

myenergi Product Warranty

Subject to the provisions described below, myenergi products are protected for three (3) years from the date of purchase against faults in material and workmanship.

Prior to returning any faulty product to myenergi, the end customer must report the faulty product to myenergi by either emailing myenergi at support@myenergi.com or calling myenergi on +44 (0)333 300 1303. If myenergi agrees that the product should be returned (to be determined in the sole discretion of myenergi), it will issue a Return Merchandise Authorisation (RMA) number, the RMA must be clearly marked on the packaging of the product to be returned. myenergi may arrange collection at its discretion, otherwise myenergi will refund the cost of shipping charges up to, and not exceeding, the cost of second-class shipping.

Should the product develop a fault within the relevant warranted period as set out above, it will be repaired or replaced with the same or functionally equivalent product by myenergi, at its sole discretion, free of charge provided the end customer: (1) returns the failed product to myenergi as provided above, and (2) provides myenergi with proof of the original date of purchase. Returned or replacement products will be returned to the end customer with shipping charges prepaid.

Replacement products may be refurbished or contain refurbished materials. The replacement product, including parts or materials repaired or replaced, are covered only until the end of the applicable warranty period stated above, If myenergi, by its sole determination, is unable to repair or replace the faulty product, it will refund the depreciated purchase price of the product.

The warranty does not apply if, in the sole discretion of myenergi, the product fault is directly or indirectly due to damage resulting from reasonable wear or deterioration, shipment, handling, storage, incorrect installation, negligence, accident, theft or vandalism, the environment or an act of God (including, but not limited to, floods, storms, earthquakes and fires), inappropriate use or cleaning of the product, relocation of the product after its first installation, abuse, misuse, or if it has been used or maintained in a manner not conforming to product manual instructions, has been modified in any way, or has had any serial number or other identification markings removed or defaced.

Repair of the product by anyone other than myenergi or an approved agent will void this warranty.

Nothing in this agreement will affect the end customer's statutory rights or limit or exclude myenergi's liability for (1) death or personal injury caused by its negligence (2) fraud or fraudulent misrepresentation; (3) for breach of any term implied or statutory condition contained in by the Consumer Rights Act 2015, and which, by law may not be limited or excluded; (4) defective products under the Consumer Protection Act 1987; or (5) any matter in respect of which it would be unlawful for myenergi to exclude or restrict liability.

The maximum liability of myenergi under this warranty is limited to the purchase price of the product covered by the warranty and is strictly limited to losses that were reasonably foreseeable.

myenergi only supply products for resale for domestic, light commercial and private use. myenergi accept no liability to the end customer for any loss of profit, loss of business, business interruption, or loss of business opportunity, revenue, contracts, data, goodwill or any indirect or consequential losses.

This warranty and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this warranty or its subject matter or formation.