RECC FAQs
on manufacturers' guarantees on renewable energy systems

Manufacturers of the equipment that makes up your renewable energy system typically provide a guarantee. They usually agree to repair or replace a faulty item for a certain period of years. These are known as manufacturers' (or commercial) guarantees. They are on top of your installer's workmanship guarantee, and your LEGAL rights in relation to faulty goods (see below).[1] These legal rights may apply even if the manufacturer's guarantee has expired.

The rules mean that the document that describes the guarantee must:

- be written in English and be easy to understand;
- be clear about what the guarantee covers and how long it lasts;
- be available for you to see if you ask for it;
- state that it does not affect your legal rights (the guarantee is in addition to, not instead of, your legal rights);
- include the manufacturer's name and address; and,
- state how you can make a claim and what will happen when a claim is made.

I had a solar PV system installed 2 years ago and now it's not working properly. My contract says the parts are guaranteed for 10 years. Does the manufacturer have to help me?

If you were offered a manufacturer's guarantee is free of charge, then that guarantee is legally binding – in other words, the manufacturer must do whatever it says it will do in the guarantee. Your installer should have explained, both in writing and verbally, the terms of the manufacturer's guarantee being offered, which must be fair, as well as how long it is valid for. (Your installer should also have explained to you how this differs from the installer's workmanship guarantee.)

Check the wording of the manufacturer's guarantee to see what it covers and whether there are any circumstances in which faults are not covered (for instance, if you've attempted to fix the system yourself, you may have 'invalidated' the guarantee). See (2) below for how to make a claim.

Document Version Control

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[1] Sometimes these legal rights, which emanate from the Consumer Rights Act 2015 are referred to as your legal guarantees.

How do I make a claim under the manufacturer's guarantee?

If part of the equipment you have installed develops a fault while there is a valid manufacturer's guarantee in place, check your paperwork to find out how you make a claim.
If you can't find the manufacturer's guarantee, contact your installer and ask if they have a copy or the manufacturer's contact details.

You can contact the manufacturer or their agent directly but it's also good practice for you to inform your installer, and for them to contact the manufacturer on your behalf if you want them to.

When you make a claim, you'll usually need:

- proof of purchase – your contract with the installer, for instance
- details of what the problem is
- a photocopy of the guarantee.

My inverter's packed up. I've had it for nine months. It came with a two-year guarantee but also with a guarantee registration card that I never got round to returning. Can I still claim under the manufacturer's guarantee?

If the manufacturer asked you to register your equipment with them, you should have done so. Typically manufacturers ask you to do this within a few weeks of installation, either online or by returning a registration card or form.

If you haven't done so, your manufacturer's guarantee may not be valid – contact them to check. If you can't find contact details, ask your installer for advice.

But remember, even if the manufacturer's guarantee isn't valid, you still have LEGAL rights that may mean you're entitled to have the inverter repaired or replaced by the installer (see below).

My heat pump system's leaked anti-freeze and damaged my flooring. I want the system fixed but I also want to get the damaged part of my floor repaired. What are my rights?

The manufacturer (or your installer) may voluntarily offer to compensate you for the cost of sorting out the damage but, if not, you may have a claim under the law on 'product liability' (part of the Consumer Protection Act 1987).

When goods are sold to consumers, the goods must be safe. If the goods are not safe, and they

cause death, injury or damage to property, then the manufacturer, the retailer and/or anyone else in the supply chain may have to meet a claim for compensation ('anyone else' includes anyone putting their name or brand on the product and importers from countries outside the European Union.)

You can sue for damage or loss of private property caused by faulty goods if the damage amounts to at least £275. How much you can claim depends on the extent of the harm suffered. If your claim is for less than £275, you may be able to make a claim for 'negligence' against either the manufacturer or the company you bought the item from (the installer). You could have to prove that they were negligent though.

There's a problem with my solar thermal panels. They're still under guarantee but the manufacturer is in China. What can I do?

If there's a fault and the manufacturer is based outside the EU, you should be able to deal with the company who either imported the equipment into the UK or distributed it here. Your RECC Code Member must provide you with their details.

But you should be aware that, in this situation, it's normally only possible to claim damages caused by a faulty or unsafe product, but not necessarily the full set of remedies under the legal guarantee.

I've just heard that the maker of my faulty air-source heat pump's gone bust. The guarantee's valid for another three years but is it worth the paper it's written on now?

Check if what you've heard is right. You can do this by consulting Companies House here: www.gov.uk/get-information-about-a-company . If the company is no longer trading, it will be marked as being 'in liquidation' or 'in administration'.

If they have gone bust, check your paperwork to see if the equipment carried an 'insurance-backed guarantee policy' that covers you if the maker's no longer around to honour the guarantee.

If not, you could try asking the administrator (who is responsible for sorting out the winding up of the company) to get repairs or a replacement. If they've sold the company on, the new owners may take on the liabilities/responsibilites which could include honouring guarantees.

If the directors of the company in liquidation have set up another company or alternative business you could also consider contacting them and asking them to honour the previous company's guarantees.

If you took out a separate paid-for extended warranty, that may be with an insurer or other third-party, not with the manufacturer that's gone bust. Again, check your paperwork.

And remember, you don't need a manufacturer's guarantee to pursue a claim about a faulty good with your installer if your consumer rights have been breached.

A part for my biomass boiler has buckled. My installer supplied and installed the system. He says I'll have to pay for the faulty part to be replaced because it's outside the manufacturer's two-year parts guarantee. Is he right?

There is a lot of confusion about this but the fact is that you have consumer rights in law with whoever **sold** you the goods – here, your installer. The guarantee offered by the manufacturer is **in addition to** those rights. In other words, you still have those legal rights even if the manufacturer's guarantee has expired or the manufacturer's no longer around. And if you paid on credit, you may have rights with the finance provider or credit card company.

Rights against your installer

By law, goods sold to consumers must be of satisfactory quality, must do what they're supposed to do (be 'fit for purpose') and must match any description you've been given of them. If they don't, you can seek a remedy – a repair, a replacement or even a partial or complete refund in certain circumstances – from your installer. And those rights last for up to six years (or five in Scotland), even if the manufacturer's guarantee is for less than that.

If something goes wrong within 6 months of install, the law assumes that the fault with the equipment was there when it was sold. After 6 months, the 'burden of proof' falls on you, the consumer. So, if the installer won't accept that the part buckling means it was faulty all along, you could have to get independent expert advice to prove it.

For more on your rights, see the Which? guide here:
http://www.which.co.uk/consumer-rights/advice/what-do-i-do-if-i-have-a-faulty-product

If the part buckled after more than six months but within the two-year guarantee period, it would be up to you whether you wanted to make a claim under the Consumer Rights Act with your installer or with the manufacturer under the guarantee. When deciding, bear in mind:

- manufacturers' guarantees usually undertake to repair or replace a faulty item without quibble for however long the guarantee lasts ie you won't have to prove it was faulty when you got it
- manufacturers' guarantees sometimes only cover the cost of parts, not the labour costs involved in replacing an item. Under your CRA rights, it's the supplier's responsibility –

here your installer – to meet the costs of replacement if that's the only remedy available.

If you paid on credit

If you paid for your , under Section 75 of the Consumer Credit Act 1974, the finance provider is jointly and severally liable for any breach of contract or misrepresentation by the installer. Depending on the nature of your complaint, you may wish to consider contacting the finance provider to ask them to investigate it. For more on this see RECC's FAQs.

I've had my system for over 10 years, it's out of guarantee and it's not working. What can I do?

If a product develops a fault and/or is more than 6 years old and out of guarantee, you'll normally have to decide whether you want to pay for a repair or buy new parts. Neither the manufacturer nor your installer is legally obliged to offer any remedy, though they may help. Contact your installer (or another certified MCS installer) and ask them to inspect your system. The installer will charge you if they carry out any remedial work, but this should be a reasonable charge, and you should be provided with a quote in advance for you to agree to.