



INDRA Smart PRO

Warranty Statement 5 Years

What does this warranty cover?

1. Provided that you comply with your obligations in this warranty, this warranty will cover repairs for material faults with your Smart PRO due to manufacture (a fault).

How long does it last?

2. Your Smart PRO is covered by a five year limited warranty starting on the date of installation (the warranty period).

Who is the warranty provided by?

3. Your warranty is provided by Indra Renewable Technologies Limited (Indra)

How do I let you know there's a fault with the Smart PRO?

4. The Indra Smart PRO is sold through our retailer partners, in the event of a fault please contact the retailer you purchased the Smart PRO from in the first instance quoting the serial number, the date of Installation and a brief description of the fault and their support teams will get in touch with you to diagnose the problem and arrange a support visit if necessary.
5. If you are not able to contact your retailer you can notify us as soon as possible, and within the warranty period, by sending an email to support@indra.co.uk quoting the serial number, the date of installation and a brief description of the fault, and our support teams will get in touch. If you do not do this, you will not be covered by this warranty.

Will you need to inspect the Smart PRO?

6. If you notify us in accordance with clause 5, we may need to visit your property to inspect the Smart PRO. We'll make an appointment with you to do this. You agree to allow us onto your property to carry out an inspection of the Smart PRO. Instead of an on-site visit, we may require you to return the Smart PRO to us for inspection for which Indra will reimburse reasonable removal and postage costs. We will determine, in our discretion, whether there is a fault with your Smart PRO.

Who pays for any repairs?

7. We will cover the cost of all parts and labour for repairing faults that are covered by the warranty, including delivery. Instead of carrying out a repair, we may replace your Smart PRO with similar quality new or reconditioned equipment. If we determine that an issue or defect is not covered by this warranty, or if you do not keep an appointment, we reserve the right to charge a reasonable fee for the visit to your property to inspect your Smart PRO, and we may also be able to provide you with a quote to fix or replace.

Where will we carry out repairs?

8. Where possible, we will carry out fault repairs on site. We may need to take your Smart PRO away to be repaired. If we aren't able to carry out fault repairs, we may replace your Smart PRO.

What isn't covered by this warranty?

9. This warranty will not apply in the event of a fault arising, directly or indirectly, from:
 - a. failure to comply with the Smart PRO User Guide or any other oral or written instructions we give you;
 - b. if you continue to use the Smart PRO after you believe you have discovered a fault;
 - c. you attempting to (or allowing any third party not approved by us to) install or carry out any repairs, replacement, modifications or alterations to the Smart PRO, its software or ancillary equipment, in any way;
 - d. installation which does not comply with Indra's standards, as defined within the most recently released version of the product Installation Manual;
 - e. damage due to theft, vandalism, misuse, inappropriate use, or lack of supervision;
 - f. use of any non-original parts in, or linked to, the Smart PRO;
 - g. any misuse, neglect, negligence, tampering with or damaging the Smart PRO (including disassembling it);
 - h. external factors, including, but not limited to: faulty or damaged electrical wiring, junction boxes, circuit breakers, receptacles or power outlets, the environment or an act of God, including, but not limited to, fire, earthquake, water, lightning and other environmental conditions;
 - i. use for commercial purposes;
 - j. abnormal storage or working conditions and not complying with our instructions regarding the space around the Smart PRO; and
 - k. general appearance, normal ageing and wear and tear of the Smart PRO; or
 - l. any other cause not attributable to a fault with the manufacture of the Smart PRO.

Will repairs and replacements be covered by this warranty?

10. If we repair or replace your Smart PRO during the warranty period, the repaired item or replacement will be covered under this warranty, but the original warranty period will not be extended.
11. Any Smart PRO (or parts) which we remove will become property of Indra.

Limitations and exclusions

12. This warranty is the only express warranty made in connection with your Smart PRO. Any terms, conditions and warranties implied by consumer law or laws relating to the sale of goods and services are excluded from this warranty to the fullest extent possible under law. This does not affect any mandatory rights or remedies you have under applicable law.
13. Indra will have no liability to you, howsoever arising, for any (a) indirect, incidental, special or consequential damages; or (b) loss of vehicle value, loss of time, loss of income, loss of use, loss of personal or commercial property, inconvenience, emotional distress or harm, commercial loss (including but not limited to lost profits or earnings), towing charges, bus fares, vehicle rental, service call charges, lodging expenses, damage to tow vehicle, and incidental charges such as telephone calls and mailing expenses.
14. In any event, Indra's maximum aggregate liability under this warranty or in connection with the Smart PRO will be limited to the reasonable cost of repair or replacement of the Smart PRO.
15. The above limitations and exclusions shall apply whether your claim is in contract, breach of warranty or condition, misrepresentation (whether negligent or otherwise), or otherwise, even if we are advised of the possibility of such damages or such damages are reasonably foreseeable.
16. Nothing in this the warranty shall exclude, or limit, our liability for death or personal injury caused by Indra's negligence or for fraud or fraudulent misrepresentation.

Assignment

17. You may not assign your rights under this warranty. We may assign this warranty without requirement of your consent.

Law and Jurisdiction

18. This warranty and any non-contractual obligations arising out of or in connection with it or its subject matter shall be governed and construed in accordance with English law and you agree that the English courts will have jurisdiction to settle any dispute or claim arising out of or in connection with this warranty or its subject matter or formation.

Contact INDRA

For more information, please contact us;



INDRA Renewable Technologies
Unit 1, Sentinel House,
Sparrowhawk Close, Malvern,
Worcestershire, WR14 1GL



United Kingdom 01684 770 631
Worldwide 00441684 770 631



Visit www.indra.co.uk