# Viessmann VPlus Programme

### Terms and Conditions – 24<sup>th</sup> March 2025

This document sets out the revised terms and conditions of the VPlus Programme effective from 24<sup>th</sup> March 2025.

#### Introduction

Viessmann Limited is a company registered in England and Wales under company number 02305071 and whose registered office is situated at Hortonwood 30, Telford, Shropshire, TF1 7YP, Hereinafter called "Viessmann". The VPIus Programme is operated by Viessmann under which VPIus Rewards may be obtained via the purchase and registration of qualifying Viessmann products.

#### Definitions

- "Account" means the Member's account within the Programme detailing the Rewards collected and redeemed;
- "Products" the goods and products listed in the rewards catalogue;
- "Member" and "Membership" means Viessmann installers that join the Programme;
- "Qualifying Products" means Viessmann products for which Rewards will be awarded, as determined by Viessmann from time to time and as set out in the eligible products table on the Website;
- "Rewards" means items which are eligible for redemption within the Member's Account;
- "Programme" means the VPlus Programme
- "Tier" means Bronze, Silver, Gold or Platinum;
- "Website" means www.vplus.viessmann.co.uk or www.vplus-rewards.viessmann.co.uk

Viessmann can cancel, withdraw or alter the Programme at any time, including these terms and conditions or any individual Account.

#### 1. Membership

1.1. Membership of the Programme is open to businesses and/or individuals:

- who supply and install heating or renewables products manufactured by Viessmann;
- whose principal place of business is situated in the UK and Channel Islands; and
- who are either:
  - Gas Safe registered; and/or
  - MCS accredited (other accreditations accepted at our discretion).

1.2. When the Member applies to become a Member of the Programme, they agree that the application and Membership of this Programme shall be governed by these terms and conditions.

1.3. Membership of the Programme is at the sole discretion of Viessmann, and Viessmann shall not be obliged to accept any applications for Membership of the Programme.

1.4. Access to the Programme will be through the Website.

1.5. Once a year, the Member will automatically be allocated to the appropriate Tier based on the relevant criteria set out by Viessmann.

1.6. The current membership Tiers are:

- a. Platinum Member 76 or more product registrations in previous 12 months.
- b. Gold Member 36-75 product registrations in previous 12 months.
- c. Silver Member 16 35 product registrations in previous 12 months.
- d. Bronze Member 1 15 product registrations in previous 12 months.

1.7. Gold/Silver/Bronze Members have the opportunity to progress to the next membership level and how this is achieved will be communicated with each member.

1.8. Viessmann reserves the right to review, amend or withdraw any membership level and/or eligibility criteria, including any targets or enhanced benefits at any time entirely at their discretion.

1.9. After allocation, the Member will remain at that level for at least one year and will only be demoted if the number of Qualifying Products over the last rolling year is less than the qualifying amount.

#### 2. Rewards

2.1. Qualifying Products registered with the Programme within 30 days of installation earn the Member Rewards.

2.2. The amount of rewards awarded for a Qualifying Product will be stated on the Website. Viessmann may determine and change from time to time without notice how much will be awarded for each Qualifying Product.

2.3. VPlus rewards are not available to Members who receive rebate payments under a separate contract support arrangement.

2.4. Viessmann reserves the right in its sole discretion to withhold or withdraw the Programme at any time upon reasonable notice.

2.5. Orders cancelled after registration on the Programme will not be eligible for Reward.

2.6. Viessmann may determine and change the nature and quantity of Rewards which are offered from time to time without prior notice to the Member. All Rewards are subject to availability, and the Member should not assume that any given Reward will be available or continue to be available in the future.

#### 3. Registering for Member Rewards

3.1. Registration for Rewards must be made within 30 days of installation of the Qualifying Product ("Registration") and will need to be verified with a valid barcode/serial number for the Registration the Member is making.

3.2. The date of purchase of a Qualifying Product will be defined as the date on the proof of purchase (merchant invoice), and installation must be made within 2 years of this date.

3.3. If accepted, Registrations will appear on the Member's online account where the Rewards will be available for redemption.

3.4. Viessmann reserves the right to audit all Registrations.

3.5. Viessmann's decision regarding Registrations is final and binding in all matters concerning the Programme.

3.6. No Claims will be accepted following the end of the associated Rewards Programme.

3.7. Viessmann reserves the right to reject any Claim that does not comply with these terms and conditions.

#### 4. Rewards

4.1. Rewards will be made in a format dictated by Viessmann

4.2. All Rewards earned must be redeemed within 24 months of Registration or they will expire ("Expired Rewards"). Viessmann may remove Expired Rewards from Member's Accounts.

4.3. It is the Member's responsibility to ensure that Rewards/Product deliveries can be accepted and signed for.

4.4. Rewards and Products cannot be delivered outside England, Wales or Scotland.

4.5. No Rewards can be exchanged other than those damaged in transport or faulty on receipt.

4.7. If the Member registers a Qualifying Product through the Programme, the Member may not use the same Qualifying Product purchase for any other promotions or rebates that Viessmann may be offering, unless otherwise stated on the specific rules and conditions of a particular promotion.

#### 5. Orders

5.1. A Member can place an order for Products by submitting an order on the Programme ("Order"). The Member will have an opportunity to check and correct any input errors in their basket up until the point at which they submit the Order by clicking the confirm order (or similar) button on the checkout page of the Programme. Members should carefully check orders at each stage of the order process. Once you have clicked the confirm order (or similar) button, you will pay for the Products you have ordered via the Programme with the Applicable Rewards.

5.2. When an Order is placed, the Member does so in accordance with these terms and conditions, subject to Viessmann's acceptance of the order. Viessmann will send Members an email acknowledging receipt of an Order, together with the order number and details of the Product(s) you have ordered. Please note this email is an acknowledgement and is not an acceptance of the Order.

5.3. Unless Viessmann has notified the Member that it does not accept the Order (or offer to make a purchase), Viessmann accepts the Order as follows:

5.4. Subject to clauses 5.2 and 5.3, where you place an order via the Programme, we accept the Order when the Products are despatched to the Member.

5.5. Viessmann may choose not to accept the Order for any reason and will not be liable to the Member or to anyone else in those circumstances. If Viessmann does not accept your order (whether in whole or in part), Viessmann will refund any Rewards redeemed in connection with that order (or that part of the order that we do not accept).

#### 6. Liability

6.1. Viessmann is responsible for losses you suffer caused by us breaking this contract unless the loss is:

- Unexpected. It was not obvious that it would happen, and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- Caused by a delaying event outside our control. As long as we have taken the steps set out in the section We're not responsible for delays outside our control.

- Avoidable. Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.
- A business loss. Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in clause 6.3.
- 6.2. You agree not to use the Rewards for any resale purposes.
- 6.3. Nothing in these Terms limits or excludes our liability for:
  - death or personal injury caused by our negligence;
  - fraud or fraudulent misrepresentation;
  - breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - any other liability that cannot be limited or excluded by law.
- 6.4. Subject to clause 6.3, we will under no circumstances be liable to you for:
  - any loss of profits, sales, business, or revenue;
  - loss or corruption of data, information or software;
  - loss of business opportunity;
  - loss of anticipated savings;
  - loss of goodwill; or
  - any indirect or consequential loss.

6.5. Subject to clauses 6.3 and 6.4, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed £1000.

#### 7. Warranty, Gas Safe Notifications and Benchmark

7.1. Qualifying products must have a serial number with a manufacture date that is within 24 months and has not been registered via contract support, specification or commercial installations.

7.2. Claims must be made and Qualifying Products be registered within 30 days of installation to be eligible for:

- the extended guarantee;
- free Gas Safe notification for boilers; and
- online Benchmark forms for boilers.

Any claims made 30 days after the installation of the Qualifying Product will be subject to the manufacturer's standard guarantee.

7.3. The Member agrees to apply for manufacturers' warranties on all Qualifying Products on the Programme by completing the online registration form and providing the Qualifying Product serial number.

#### 8. Termination

We make the Programme available to you at our discretion and may terminate your access to the service at any time without notice. Some circumstances in which we may choose to exercise our right to terminate your access to the service include (but are not limited to):

- If you are in breach of these terms and conditions; or
- in the event that you cease to be a member; or

• if our agreement with the corporate member for the provision of the Programme should terminate for any reason.

# 9. Restrictions on and Withdrawal of Membership and Updating of Information

9.1. Viessmann can only accept one Membership per company. A named individual will represent that company.

9.2. Named representatives participating in the Programme must ensure they have their employer's permission prior to application.

9.3. Viessmann reserves the right to refuse and withdraw Membership to the Programme at any time and without being required to state a reason.

9.4. If the Member ceases to trade, goes into liquidation, receivership, is subject to a winding-up, an administration order or bankruptcy proceedings, all awards earned or Claims submitted and awaiting inputting will lapse with immediate effect at the date of ceasing trade, and Viessmann will have no further liability for any rewards within the Programme.

9.5. Neither Claims submitted nor Rewards earned can be transferred to any other Member, whether a Sole Trader, Partnership or Limited Company.

9.6. Members in Great Britain and Northern Ireland agree by accepting these terms and conditions that all applicable Qualifying Products they purchase and register through the Programme will be commissioned by a Gas Safe registered gas installer in England, Wales. Renewable products (heat pumps) registrations must be undertaken by an installer accredited by MCS.

9.7. Membership does not imply any preferred status, recommendation, or endorsement from Viessmann. Membership should not be used as a form of accreditation with customers or other parties. Any Member found to be doing so will have their Membership terminated and any awards earned cancelled.

9.8. Training received through the Programme is not a substitute for accredited or formally assessed training courses or Gas Safe registration and should not be taken as such by the Member or any other party.

9.9. Members' contact information (email, mobile phone number, telephone number and address) together with any other personal data provided to or otherwise held by Viessmann will be stored and used by Viessmann and associated Carrier companies in accordance with the privacy notice.

9.10. Viessmann may from time to time contact Members with relevant information about Viessmann products or services by associated Carrier companies. By accepting these terms and conditions, Members also agree to the terms of some of the specific Rewards offered through the scheme. If Members wish to opt out of this, please click the unsubscribe link in the email body.

9.11. The Member must notify Viessmann if they change their name or address or if there are any other changes. If the Member does not inform Viessmann of a change, Viessmann shall contact the Member at the last address or telephone number provided. The Member can update their profile by contacting the VPlus Team by emailing info-uk@viessmann.com

#### 10. Liability

10.1. Nothing in these conditions shall limit or exclude either party's liability for:

- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- fraud or fraudulent misrepresentation; or
- any other liability which cannot by law be excluded.

10.2. Viessmann excludes and shall not have liability to the Member (whether in contract, tort, or under statute, or for breach of contract, negligence, breach of statutory duty, or otherwise and howsoever arising) for any of the following types of loss or any losses resulting therefrom:

- any special, indirect or consequential loss;
- any loss of profit, use, expectation, anticipated savings, data, production, business, revenue, contract or goodwill;
- any costs or expenses, liability, commitment, contract or expenditure incurred in reliance on or in the expectation of the scheme rewards being provided in accordance with the scheme; or
- losses suffered by third parties or the Member's liability to any third party.5.3. all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these terms and conditions.

#### 11. Fraud and Other Events

11.1. Viessmann may release some personal information about Members to fraud prevention agencies. Viessmann will inform fraud agencies if Members give false or inaccurate information and Viessmann suspects fraud.

11.2. The fraud prevention agencies will share search details and account information with Viessmann and other organisations so that Viessmann and they might:

- assess applications for services and manage accounts;
- check the Member's identity to prevent money laundering;
- prevent, detect or prosecute fraud and other crimes; and
- recover and trace debts.

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11.3. Members may not assign any or all of their rights or obligations under these terms and conditions but Viessmann may do so at any time.

11.4. Each of these clauses is separate from all other clauses, so that if one clause is found to be void or otherwise unenforceable, it will not affect the validity of any of the others.

11.5. If Viessmann does not enforce any of its rights under these terms and conditions, or if Viessmann delays in enforcing them, that does not prevent Viessmann from taking any action to enforce their rights in the future.

11.6. Upon termination of the Programme, the terms of these terms and conditions that are capable of continuing to apply and remaining in force will do so.

#### 12. Other Information of Which You Need to Be Aware

12.1. Any contract between Viessmann and Members shall be governed by English law, and the courts of England and Wales shall have exclusive jurisdiction over any dispute.

12.2. The parties to these terms and conditions do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

12.3. The Member's password or any other piece of information as part of Viessmann's security procedures must be treated as confidential. The Member must not disclose it to any third party.

12.4. Viessmann has the right to disable any user identification code or password, whether chosen by the Member or allocated by Viessmann, at any time, if, in Viessmann's reasonable opinion, the Member has failed to comply with any of the provisions of these terms of use.

12.5. If the Member knows or suspects that anyone other than the Member knows their user identification code or password, they must promptly notify Viessmann at <u>info-uk@viessmann.com</u>.

#### 13. Conditions for Use

13.1. Access to, and use of, this site is subject to the following Terms and Conditions.

13.2. Use of this site constitutes your acceptance of these Terms and Conditions, which take effect immediately on your first use of the site. Viessmann Limited reserves the right to change these terms and conditions at any time by posting changes online.

13.3. You are responsible for reviewing regularly information posted online to obtain timely notice of such changes. Your continued use of this site after changes are posted constitutes your acceptance of these Terms and Conditions as modified by the posted changes.

13.4. Material may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way except for your own personal non-commercial home use. Any other use requires the prior written permission of Viessmann Limited. You agree not to adapt, alter or create a derivative work from any of the material contained in this or use it for any other purpose other than for your personal non-commercial use. You agree to use this site only for lawful purposes, and in a manner that does not infringe the rights of or restrict or inhibit the use and enjoyment of this site by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person and the transmission of obscene or offensive content or disruption of normal flow of dialogue within this site.

13.5. Viessmann Limited will use its reasonable efforts to ensure that the site is available for use and that the content thereon is accurate and up to date. However, use of the site is free and the site and the information, names, images, pictures, logos and icons regarding or relating to Viessmann Limited, its products and services (or to third party products and services), is provided 'AS IS' and on an 'AS AVAILABLE' basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. Viessmann Limited does not warrant that the functions contained in the material contained in this site will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or bugs and Viessmann Limited does not represent the full functionality, accuracy, and reliability of the materials contained on the site.

13.6. Where you are invited to submit any contribution to this site (including without limitation any text, graphics, video or audio) you are required by such submission to grant the Viessmann Limited (the "Promoter") a perpetual, royalty-free, non-exclusive, sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, and exercise all copyright and publicity rights with respect to any such work worldwide and/or to incorporate it in other works in any media now known or later developed for the full term of any rights that may exist in such content, consistent with privacy restrictions set forth in the Promoter's Privacy Policy. If you do not wish to grant such rights to the Promoter, you should not submit your contribution to this site. By submitting your contribution to this site, you warrant that such contribution is:

- Your own original work and that you have the right to make it available to the Promoter for all the purposes specified above;
- Is not defamatory; and does not infringe any law.

## 14. Find an Installer List Code of Conduct

14.1. By agreeing to the Code of Conduct in this clause 9 ("Code of Conduct"), the Member will be listed on the Find an Installer tool, through which homeowners seeking a new heating system will be able to access Member details.

14.2. To remain on the Find An Installer Website, the Member must register at least three boilers per year.

14.3. As a Viessmann installer, the Member agrees to:

- Act in a polite, professional, courteous, lawful and ethical manner, maintaining the highest levels of customer service and after-sales care at all times;
- Provide a clear and accurate quotation on price, installation specification, payment terms and contract duration, in a written format;
- Show company identification including an appropriate Gas Safe Registration card, demonstrating the type of gas work the Member is approved to carry out;
- Provide the opportunity for the homeowner to validate registration;
- Provide the homeowner with a written guarantee covering workmanship for a minimum period of one year;
- Maintain all necessary registrations, licenses, insurances, and consents for the performance of the works, and third-party public liability insurance cover of at least £1m. Gas Safe (or RGII in Northern Ireland) membership will be maintained;
- Maintain all necessary work skills and knowledge, accepting responsibility for the actions of employees, subcontractors, and other appointed representatives;
- Conform to all relevant Building Regulations legislation, including notification to Gas Works Notifications following completion of work;
- Install, commission and service products in accordance with Viessmann's published instructions;
- Complete all product benchmarks and registrations as required;
- Give a full and clear explanation and demonstration of the product or system and its operation;
- Hand over and explain to the homeowner the manufacturer's instructions, including the Benchmark Checklist, on completion of the installation;
- Advise the homeowner of product servicing requirements in line with Viessmann's recommendations to ensure safety and efficiency;
- Provide the homeowner with names of references if requested;
- Offer suitable services following installation, such as an extended warranty policy;
- Keep mess and disruption to the customers' home to a minimum;
- Deal with any requests that homeowners may have promptly and efficiently, and provide them with contact details in case they need to get in touch after the installation;
- Acknowledge that the homeowner may be contacted by Viessmann to request feedback on the quality of service they received.

The above Code of Conduct is a voluntary agreement made by the Member and the customer. The Member has agreed to conform to the requirements of the Code of Conduct. Viessmann cannot accept any liability on behalf of the Member. The legal obligations relate to the Member and customer. Viessmann takes the listing of Members on the Website extremely seriously, and any Member who is shown not to demonstrate the aims of the Code of Conduct will be removed from the Find an Installer Website.