

Limited Product Warranty

Heat Pumps

BoroChi Climate Solutions GmbH

Manufacturer: BoroChi Climate Solutions GmbH, Bertha-Benz-Str. 5 / Alt-Moabit 2, 10557 Berlin, Germany.

Warranty scope at a glance

Product family: BOROCHI heat pumps

Territory: Germany, Austria and Switzerland (DACH region)

Standard warranty: 24 months from initial installation

Extension: up to 5 years at no extra charge with BoroChi AI Operations Cloud connection

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Document No.: BOR-DE-WP-001-A

Version 1.0

Warranty notice

Manufacturer: Borochi Climate Solutions GmbH (hereinafter “Borochi”), Bertha-Benz-Str. 5 / Alt-Moabit 2, 10557 Berlin, Germany.

This Limited Warranty applies to BOROCHI heat pumps (hereinafter “Products”) purchased by end customers (“Customers”) through authorized specialist partners (plumbing/heating trade) or through direct sales.

Relationship to statutory rights (mandatory notice pursuant to § 479 of the German Civil Code (BGB)): This Limited Warranty is a voluntary additional service provided by Borochi. It applies in addition to the customer’s statutory rights in respect of defects and does not restrict them. Exercising the statutory rights in respect of defects is free of charge for the customer. This warranty applies to products purchased and installed in the Federal Republic of Germany, Austria, or Switzerland (DACH region).

1. Definitions

- Standard warranty: 24 months from initial installation; supplied as standard with the Product and not separately saleable.
- Extended warranty (cloud connection): Extension at no extra charge to a total term of 5 years, provided the heat pump is registered on the Borochi AI Operations Cloud within the first 3 months after the warranty start date and remains online during the extension period.
- Authorized specialist partner: A plumbing/heating trade business contractually authorized by Borochi to install and commission the Products.

2. Warranty Period

2.1 Start of the warranty period

The warranty period begins on the earlier of the following two dates:

1. Date of initial installation and commissioning at the end customer.
2. 180 days after dispatch by Borochi or the authorized distributor.

2.2 Warranty periods

Product category	Product type	Standard warranty period	Extended warranty
Heat pump	BORO08HP, BORO10HP, BORO12HP, BORO14HP, BORO16HP	2 years, extendable to 5 years at no extra charge with cloud connection	On request

Note: The figures above are baseline values. Differing provisions in the respective purchase contract may extend the warranty periods stated above, but may not shorten them below the values stated here.

2.3 Conditions for the extension to 5 years

1. The system must be registered and brought online on the Borochi AI Operations Cloud within the first 3 months after the warranty start date.
2. During the extended warranty period (years 3–5), the system must, as a rule, remain connected to the internet and enabled for system monitoring.
3. Short-term interruptions due to maintenance, repair, or temporary loss of the internet connection are harmless.
4. System monitoring enables the digital transmission of operating and fault messages as well as support with diagnostics and service coordination.
5. Data processing: Within system monitoring, Borochi processes operating, status, and fault data of the system, including power and consumption values, temperature and fault messages, serial number. This processing is a

condition for the extension granted at no extra charge and is carried out to provide that extension and for remote diagnostics and service coordination on the basis of Art. 6(1)(b) GDPR. The data is hosted exclusively within the EU (AWS, Frankfurt region) and stored for the duration of the extended warranty period. The standard warranty (2 years) applies independently of any cloud connection. Details are set out in the privacy notice at <https://borochi.de/datenschutz>.

3. Conditions for the validity of the warranty

The warranty applies only if all of the following conditions are met:

1. The device was installed and commissioned by an authorized specialist business in accordance with the installation instructions and in compliance with applicable laws, regulations, and technical standards.
2. The device is operated in accordance with the operating instructions and serviced regularly, at least once a year, in accordance with the maintenance instructions.
3. Repairs are carried out exclusively by BoroChi customer service, a service partner authorized by BoroChi, or a recognized specialist business.
4. Only spare parts and accessories approved by BoroChi are used.
5. The proof of purchase, commissioning report, registration confirmation, and annual maintenance records are retained and presented in the event of a warranty claim.

4. Scope of coverage

BoroChi warrants that the device is free from material and manufacturing defects within the applicable warranty period. A proven material or manufacturing defect will be remedied free of charge by BoroChi customer service or a BoroChi-certified specialist business.

The decision whether the defective device or component is repaired or replaced is at BoroChi's discretion. Parts replaced under the warranty become the property of BoroChi.

Unless otherwise agreed, the BoroChi warranty covers hardware material costs only.

4.1 Transport

1. BoroChi covers standard shipping costs within Germany and the DACH region. Express and special shipping costs are borne by the claimant.

4.2 Return of defective products

1. Defective products are to be sent to return locations designated by BoroChi, packed in the original or equivalent protective packaging, subject to prior coordination.
2. If the return is not made within 4 weeks of receipt of the replacement device, BoroChi may charge for the cost of the replacement device.

5. Extended warranty at no extra charge

Product series	Maximum total term
Heat pump	Extension up to a maximum total term of 5 years at no extra charge with cloud connection

For additional paid extension options, please contact the BoroChi team. A paid extension can only be purchased during the ongoing warranty period.

6. Not covered by the warranty

6.1 Situations in which no warranty service can be provided

1. Force majeure: natural disasters, fire, flood, earthquake, lightning, and the like.
2. Societal disruptive events: unrest, war, strikes, official orders.
3. Failure of the energy or resource supply.

6.2 Excluded damage and situations

1. Wear parts.
2. Faults due to non-compliance with the operating, installation, maintenance, or service instructions.
3. Faults and damage due to unforeseen external influences or improper handling, in particular frost, short circuit, unsuitable heating fill water, improper storage, or external force.
4. Faults due to improper repairs or interventions by unauthorized third parties.
5. Faults caused by the installation or connection of non-approved spare parts or accessories.
6. Faults due to annual maintenance not being carried out or not being carried out properly.
7. Damage due to normal wear or natural aging.
8. Costs arising solely from the need to make the device accessible, expose, or dismantle it for the warranty service.

All warranty services apply exclusively to products manufactured or certified by Borochoi and do not include third-party components.

6.3 Limitation of liability

Borochoi's liability under this warranty is limited to direct, demonstrable damage that is proven to be based on a product defect or fault on the part of Borochoi. Borochoi is not liable for indirect damage such as lost profit, reputational damage, loss of use, or other consequential damage. The maximum liability shall in no case exceed the purchase price paid by the customer for the product concerned.

The foregoing limitations of liability do not apply to damage arising from injury to life, body, or health, to damage resulting from an intentional or grossly negligent breach of duty by Borochoi, or to liability under the German Product Liability Act (Produkthaftungsgesetz). In such cases, Borochoi is liable without limitation in accordance with statutory provisions.

7. Transferability

The warranty is product-related and, in the event of a change of ownership, e.g. sale of the property, passes to the new owner for the remaining warranty period. The condition is that the change of ownership is notified to Borochoi within two months, presenting the proof of purchase and suitable evidence.

8. Warranty handling

1. Contact the installation partner or Borochoi customer service for an initial diagnosis.
2. Presentation of the proof of purchase, the commissioning report, and the most recent maintenance record.
3. Submission of a written damage report to Borochoi or the authorized distributor.
4. Return or release of the defective product in accordance with Borochoi's instructions.

Contact

E-mail: service@borochoi.de

Phone: +49 (0) 17630693943

Online support: <https://borochoi.de/support>

9. Applicable law and place of jurisdiction

This warranty and all claims arising from it are governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Mandatory consumer-protection provisions of the country in which the customer has their habitual residence as a consumer remain unaffected.

If the customer is a merchant (Kaufmann), a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this warranty is Borochi's registered office.

10. Version control

Item	Details
Document No.	BOR-DE-WP-001-A
Version	1.0
Date	01.08.2025
Owner	Borochi Climate Solutions GmbH

Borochi Climate Solutions GmbH reserves the right to amend this document for future product sales. Amendments apply exclusively to products purchased after their publication; warranty claims already granted remain unaffected.