

Remote access contract ISG Web Monitoring

	System Operator	Manufacturer
Name/Company		Stiebel Eltron UK Ltd
Address 1		Unit 12
Address 2		Stadium Court
Postcode		CH62 3RP
Phone		0151 346 2301
Email		technical@stiebel-eltron.co.uk

1. Subject of the service contract - any device or location

1.1 The following service contract for the services listed in paragraph 3 of this contract shall be concluded between the manufacturer and the installer.

2. Requirements for the services listed in paragraph 3

2.1 On site is an Internet Service Gateway (here after called ISG) and the system operator has concluded an effective ISG service contract with the installer.

2.2 The ISG is connected to the Internet and provides ongoing data to the central server (here after called Service World).

2.3 The plant operator has given consent to the installer – in accordance with appendix 1 – to inspect the setting and data of the heat pump on the central server and to modify setting of the heat pump. If the plant operator and the actual users are not the same (for example a tenant living in the property), then the aforementioned consent form in Appendix 1 of both the operator and the user must be issued.

3. Scope / liability of the client in case of improper use of access

3.1 In the event that the consent is withdrawn in accordance with Appendix 1, access to the data is immediately denied.

3.2 Access is enabled by username and password. These details are kept carefully by the customer and are to be considered confidential. For damages resulting from the misuse of his access, the client is responsible.

4. Price

4.1 In order to the service world according to paragraph 3.1 of this contract the client will have an annual access fee. The amount of this payment varies and once agreed upon is to be confirmed in writing to all parties.

5. Liability

5.1 The installer shall be liable in cases of intent and gross negligence, injury of life, body or health, in breach of an assumed warranty, fraudulent intent, in the case of claims arising from product liability or because of breach of contract.

5.2 The claim for damages for breach of contract is limited to the typical, foreseeable damage, unless one of the other 5.1-called case in point.

5.3 The installer is not liable for damages caused by server downtime or loss of the Internet connection.

6. Duration / Termination

6.1 The service contract assigns the following date into force:
and extends for another year if it is not terminated in accordance with clause 6.2 or 6.3.

6.2 The contract may be terminated with notice by either party by giving three months' notice to the end of the month.

6.3 The Parties have the right to terminate the contract with immediate effect without notice if

- The operator and / or the actual user has revoked his / her consent or
- The access given to the installer has been misused or
- The annual access fee is not paid in time or
- The other party becomes insolvent or insolvency proceedings or liquidation procedure is carried out on their assets or further continuation is uncertain.

Appendix 1

Consent

1. hereby declare (s) I / we give our consent to the installer listed below

	Installer
Name/Company	
Address 1	
Address 2	
Postcode	
Phone	
Email	

access via the ISG to the following equipment and data stored in the service world

Installed heat pump / ventilation Integral device location of the device

ID No.

1. I / We hereby authorize the installer to view the data stored in the service world and to have access to the settings of the system.
2. If the system operator and the actual users are not the same (for example, a tenant living within the property), this consent must be given by both the operator and the user.
3. This declaration of consent may at any time be revoked in writing to Stiebel Eltron. If plant operators and users are not identical, this consent can be revoked by both the operator and the user.

The withdrawal of consent shall be sent to the following:

	Manufacturer
Name/Company	Stiebel Eltron UK Ltd
Address 1	Unit 12
Address 2	Stadium Court
Postcode	CH62 3RP
Phone	0151 346 2301
Email	technical@stiebel-eltron.co.uk

Installer Signature Date

System Operator Signature Date