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## **Manufacturer's Guarantee & Claims Procedure** **Updated: March 2026**

### **Our Guarantee:**

If a manufacturing defect causes a product that we have manufactured to fail within five years of purchase (or seven years for registered Heat Geek-designed products), we will repair or replace it at our own cost. This guarantee applies only where the product has been installed, used, and maintained in full accordance with our manufacturer's instructions.

For unvented cylinders, a full annual service record (including the qualified engineer's invoices) must be provided, with no more than a 12-month period between installation, the first service, and each subsequent service.

This guarantee does not cover corrosion, stress fatigue, incorrect installation, accidental damage, or any other failure arising from conditions outside of our control.

Removal of our products from the UK voids this guarantee entirely.

Our Customer Service Team takes every claim seriously and will guide you through the process attentively, always aiming to achieve the most satisfactory outcome possible.

To make a claim against this guarantee, please review pages 2-3 of this document and then complete the claims form on page 4.

### **Our Legal Obligations Regarding Consequential Losses**

An extract from section "6. Warranty" of our Conditions of Sale:

*The provisions of the Sale of Goods Act 1979 and Unfair Contract Terms 1977 shall apply to this contract but this guarantee is given in lieu of all warranties or conditions and liability whatsoever implied by law, statute or otherwise and in particular, without prejudice to the generality of foregoing the Company shall not be liable for loss of profit or goodwill of the Buyer or any other person arising, directly or indirectly from any breach of this contract or for any other indirect or **consequential damage and loss** whatsoever, save as provided in this clause. Neither the Company nor its servants and agents shall be under any liability whether in contract, tort or otherwise howsoever, in respect of the goods or any inquiry, damage or loss whatsoever and howsoever resulting therefrom or from any work done in connection therewith.*

## Our Claims Procedure

The term “claimant” refers to the party who originally ordered the product and who is now submitting a claim.

Before we can process a claim, we must confirm that the product is within its guarantee period and that all guarantee conditions have been met. To confirm this, we would require the claimant to complete the claims form on page 4 of this document.

Once the questions on the claim form have been answered and we have confirmed that all of the guarantee conditions have been met, the claim can be processed. Our Customer Service team will email the claimant with confirmation of this and Cc our Managers.

A Manager will then take over to discuss the issue with the claimant and agree a suitable way forward. If we’re unable to confirm the cause of the issue from any of the evidence provided, we will (at some point) require to inspect the potentially faulty product at our factory to determine whether any manufacturing defects exist and what has caused them.

**Please be assured that the top priority of our inspections is always to establish the facts—whether they leave us liable or not—and to handle the outcome in a way that is as fair and satisfactory as possible, for everyone involved.**

If/ when a Manager has determined that the correct course of action is to replace the product, there are two options for how this can be handled, depending on what is best for the end user (see page 3).

## Replacement Options

### Replacement Option A – Replacement Before Inspection (Occupied Property)

1. To minimise disruption to the property's hot water supply, the claimant may **place an order** for a replacement product at the same value as the original. This will usually be manufactured and delivered within 5 working days (or as quickly as possible).
2. Once swapped over, the removed product should be secured to the pallet that the replacement arrived on, using the ratchet straps supplied with it. We strongly recommend taking photographs *before* collection takes place – this ensures that there's evidence of the product's condition in case of transit damage. If photos are not taken, we cannot guarantee that the carrier company will take responsibility for it.
3. Once we're notified that the product is ready for collection, we will arrange for it to be collected by our carrier company on the next working day (UK only).
4. Upon arrival at our factory, we will inspect the product promptly, confirm whether any defects exist, determine their likely cause, and provide a written or verbal report as preferred.
5. If a defect is confirmed as resulting from sub-standard manufacturing materials or workmanship, we will credit the value of the original product and cover all associated transport charges.
6. If no manufacturing defect is found, or the issue is found to be caused by factors outside of our control (such as corrosion, stress fatigue, incorrect installation, accidental damage, etc), we will not be obliged to credit the value of the returned product. We will, however, be happy to discuss alternative options with the claimant regarding what to do with the returned product, e.g. repair it for a quoted cost, return it unrepared, recycle it for scrap value, etc - other ideas are welcome. In this case we may also require to invoice for our costs.

### Replacement Option B – Inspection Before Replacement (Unoccupied Property)

1. If the property is unoccupied and the product can be removed for inspection without requiring a replacement first, please disconnect it, secure it to a pallet, and let us know when it is available for collection.
2. Once received at our factory, we will promptly inspect the product to determine whether a manufacturing defect exists.
3. If a defect is found and confirmed to have resulted from sub-standard materials or workmanship, we will repair or replace the product (whichever is most appropriate) and cover all transport charges.
4. If a defect is found and is determined to have resulted from conditions outside of our control (or if no defect is found at all), we will request that the collection, inspection, repair/ replacement, and redelivery charges be covered by the claimant before any further action is taken.
5. In most cases, we will aim to deliver a repaired or replacement product within 5 working days.

**NEWARK CYLINDERS CLAIM FORM**

1. What is the reason for this claim?  
.....

2. On what date did you first notify us of this?  
.....

3. Via what contact method did you notify us?  
 Phone     Email     WhatsApp     Other (specify) .....

4. What was the name of the company/ individual who placed the order?  
.....

5. What was the original purchase order reference?  
.....

6. When was the product originally ordered?  
.....

7. Is the product in question an unvented cylinder?  
a. If yes, has it been more than 12 months since its installation?  
.....  
b. If it has been more than 12 months since its installation, are you able to provide its annual service record (and invoices for each service)?  
.....

8. Is the product installed within the UK?  
.....

9. If this claim is due to a suspected leak within the product’s construction, have all of the *external pipework* connections been thoroughly inspected for leaks (particularly any connections that are positioned on top of the product, which could run down within the product’s casing and out at a lower point)?  
.....

10. What is the water source of the property at which this product is installed (e.g. Mains supply, well, bore-hole, spring, etc.)?  
.....

11. If/ when we have determined that the correct course of action is to replace the product, there are two options for how this can be handled - these are explained on page 3 of our claims procedure. In this event, which option would you prefer?  
 Replacement Option A                       Replacement Option B

12. If you have selected Replacement Option A, we will require a new purchase order for the replacement unit (the returned unit will be credited if/when our inspection identifies a manufacturing defect). What is the new PO reference?  
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