



Ryan Lee Scerri

Vs

Electrofix Ltd

CCT 99/24/CC

Today 18TH February, 2025

The Tribunal;

Having seen the claim filed by claimant on the 10th May 2024, whereby claimant requested payment of €2,147 (two thousand, one hundred and forty seven euros) or alternatively a replacement of a solar water heater bought from respondent company in August 2021.

Having seen that respondent company duly notified on the 17th May 2024 with the Notice of Claim, and Notice of Appointment of Sitting submitted a reply, whereby respondent company listed the points contesting the claim.

Having seen the acts of the case.

Having heard claimant give evidence on oath during the sitting of the 25th June 2024.

Having seen that no one appeared in representation of respondent company for the sitting dated 24th September 2024, which sitting was scheduled for respondent's company evidence.

Considers;

It results that claimant purchased a 'Sonne' solar water heater system in August 2021 from respondent company. The solar water heater system was covered with a ten year warranty, and as claimant confirms, the system was serviced every two years by respondent's company technician.

Claimant explains that in August 2023 an inspection was carried out by respondent's company technician. On that day the solar water heater has found to



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be fully operational, and no faults were reported. Respondent's company charged claimant €80 (eight euros) for the inspection.

In March 2023 the tank of the water heater developed a leak, and following an on-site inspection by Electrofix technician, it was certified as irreparable. Several exchanges followed between claimant and respondent company, and in April 2024 respondent company informed claimant that the solar water heater manufacturer 'Sonne' was no longer a vendor. Subsequently, respondent company offered claimant a refund of €1,779 (one thousand, seven hundred and seventy nine euros), an offer which claimant declined.

In view that no agreement was reached between parties, claimant had to seek redress and file these proceedings, requesting either the value of a new solar water heater system, or alternatively an order binding respondent company to install a new solar water heater system equivalent to the one originally purchased.

The Tribunal, having seen the acts of the case, the documentation filed by both claimant and respondent company, is of the opinion that the version presented by claimant is correct and truthful.

The Tribunal notes that claimant's version has been consistent throughout. It transpires that the solar water heater system in question is covered by a ten year warranty, and the Tribunal is of the opinion that claimant is to receive a replacement of the solar water heater system originally purchased from respondent company.

Consequently and upon review and careful examination of the facts of this case, and also upon review of the documentation and acts of these proceedings, in line with Chapter 378 of the Laws of Malta, the Tribunal accedes to the request filed by claimant and orders respondent company to replace the solar water heater system originally purchased by claimant. The replacement of the solar water heater system is to be equivalent to the one as originally purchased, and claimant is to return any components of the system originally purchased to respondent company.

The expenses of these proceedings are to be exclusively borne by respondent company.

A handwritten signature in blue ink, appearing to read 'C. Cherrett'.

Dr Charmaine Cherrett

Arbiter