

TERMS AND CONDITIONS

1. USE OF THE-RADIATORS.COM

1.1 This page contains information on the terms and conditions for purchases from Senia G Ltd, trading as *the-radiators.com* (Company No: 9927154. VAT: 256 6136 94). These terms and conditions apply to the purchase of any goods/products from *the-radiators.com*. These products are manufactured individually, tailor-made according to the size and colour specifications of the customer. By accessing our website and/or placing an order you agree to be bound by all of the terms, conditions and policies set out below or within the website. Nothing in these conditions affects your rights as a consumer. Please read these terms and conditions carefully before placing your order with *the-radiators.com*.

1.2 *The-radiators.com*, at its discretion, may change, modify, add or remove these terms and conditions at any time and therefore it is important to read these each time you make a purchase order.

2. CONTRACT AND TERMS OF PAYMENT

2.1 When you send your order you receive an automatic email that confirms that your order has been received and you have made the payment but does not yet conclude the sales contract by accepting this offer to buy. All orders are subject to these Terms and Conditions.

2.2 Orders placed through the website represent an offer to purchase a product. It is accepted for each product when we send you a second email within 3 workdays to confirm that the order has been received. Our acceptance of your order brings into existence a legally binding contract between us. We reserve the right to reject any order for any reason.

2.3 The prices payable for goods that you order are as set out in our website. All prices are in Euro and include VAT.

2.4 We will charge your account for payment upon receipt of your order. *The-radiators.com* cannot accept an order until payment is received in full for all products and any related delivery charges.

2.5 While we try to ensure that all prices on our website are accurate, errors may occur. Wherever it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email and give you the option of purchasing the goods at the correct price stated in the email or cancelling it. If you cancel your order and you have already paid, you will receive a refund.

3. DELIVERY AND RETURNS

3.1 All delivery schedules and charges are clearly displayed in the product descriptions or 'Purchasing & Delivery' menu point.

3.2 Standard delivery is available to all European Union (EU) addresses.

3.3 We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Any changes to your delivery address after your order has been processed for despatch may result in additional administrative charges.

3.4 When your order contains a mix of products with different delivery lead times, the longest lead time will apply to the whole order.

3.5 Specific delivery times cannot be given. Delivery is in workdays, Mon to Fri 8am to 5pm. This will be confirmed by *the-radiators.com*. Delivery is to street gate location only. Due to insurance guidelines, the drivers – who do the deliveries by themselves – are not permitted to carry the radiator(s) any farther. You have to ensure enough people are available at the delivery address to carry the radiator(s). As drivers are not insured to take their vehicles on roads other than public highways, deliveries will be made to the closest accessible point only. Please inform us of any unusual circumstances regarding access to your shipping address.

3.6 When a delivery date has been arranged please ensure that you or your approved agent is

available at your address to accept the delivery. Should our delivery agent arrive and there is no one available to accept delivery, unfortunately you incur a second delivery charge or you will need to pick the goods up at an address provided by the delivery company.

3.7 Before signing for goods please ensure that all products have been carefully inspected for any courier damage. If you notice any minor damage on the packaging, please inevitably register it on the delivery sheet (describe the damage in detail). Please take photos and keep the packaging as well. In the unlikely event of damage please return the damaged goods.

3.8 Always check your product within 24 hours of receipt. If the product is found to be damaged or anything is missing notify us immediately and certainly within 24 hours of delivery. Failure to notify us within 24 hours of any discrepancy, fault or damage in mail may invalidate any claims.

3.9 Please do not install any goods that appear damaged. If you install the goods, you are deemed to have accepted them.

3.10 You are advised not to book an installer or contractor until your goods have arrived and have been checked. *The-radiators.com* is not liable for any installer or contractor costs, consequential loss or compensation in any way.

3.11 *The-radiators.com* will make every effort to deliver goods on the date or within the dates quoted, however such dates are a guideline only and *the-radiators.com* shall not be held liable in any way due to delayed deliveries that are out of our control.

4. CANCELLATION AND AMENDMENT

4.1 The design radiators supplied by *the-radiators.com* are manufactured individually, tailor-made according to the size and colour specifications of the customer. Therefore you cannot cancel your special made-to-measure order. Please note that your right to return goods specified by law does not apply in this contract where the goods are non-stock items and are manufactured for you and customised to your specifications.

4.2 Colours can appear slightly different to those on a PC or a mobile device screen due to different settings. Orders for made-to-order products including RAL Classic Colours once acknowledged by *the-radiators.com* cannot be cancelled.

4.3 *The-radiators.com* reserves the right to cancel the contract between us - even after we have sent you an order confirmation email - if:

- we do not deliver to your area; or
- one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our manufacturers; or
- the manufacturer is unable to supply the ordered radiator due to technological or other reasons.

4.4 If we do cancel your contract *the-radiators.com* will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of the cancellation.

4.5 You have the right to amend your made-to-measure order within 3 days. You will need to notify us via email if you wish to amend your contract.

4.6 *The-radiators.com* will notify you in email about the acceptance of the amended contract and about any new condition (e.g. price, shipping charge or deadline). You have the right to refuse the amended conditions, in which case the original contract/order will be reinstated; the shipping deadline, however, may change.

4.7 You can amend your order concerning the size, colour, orientation and the accessories of the radiator. You can amend the fuel type of certain radiator models. The model and material of the radiator cannot be amended.

4.8 If you amend your order, you may find there are changes to your delivery timescale and/or the price that you pay for the item. You will be charged the selling price on the day you amend the order. If the amendment entails a lower selling price, *the-radiators.com* will refund you the difference within 30 days.

5. WARRANTY

5.1 All radiators purchased from *the-radiators.com* are covered by a guarantee of the manufacturer. You will find the guarantee period in the product description.

5.2 In case of a defective product *the-radiators.com* will notify the manufacturer of the problem. The manufacturer is liable for the repair of the failed product or the provision of a replacement free of charge within the guarantee period. It will be determined at the discretion of the manufacturer as to which action to take.

5.3 The defective product will be shipped from your home to the manufacturer by *the radiators.com*. You are to ensure that the faulty product is taken off the heating system and the wall, is safely packed for shipping and the repaired or replacement product is installed. *The-radiators.com* is only liable for the delivery of the defective product to the manufacturer and the delivery of the repaired or replacement product back to your home.

5.4 When the guarantee period of the whole product expires, the guarantee period of the repaired parts will expire at the same time. The same applies to full replacement as well.

5.5 The guarantee is only valid and enforceable if the problem arising within the guarantee period is reported immediately or within a reasonable time after discovery of the defect or failure in email to *the-radiators.com*.

5.6 All warranty conditions will be invalidated if you or a third party makes repair or modifications without the written consent of the manufacturer.

5.7 This warranty specifically excludes defects resulting from mechanical damages, acts of God, misuse, abuse, transportation and storage damages, neglect, alteration, modification, improper installation, chemically aggressive environment and contamination by any improper liquids or other elements. The warranty also excludes expendable materials (e.g. seals), damages caused by using a non-standard heating medium (e.g. used water) in the system, sludge and corrosion damages caused by improper cleaning and servicing.

5.8 In the case of complaints about heat output you have to provide the proper conditions (required by the inspection agency) for the inspection on the premises.

5.9 *The-radiators.com* disclaims any liability for repair costs, fault inspection expenses and consequential loss or compensation occasioned by unauthorised dismantling of the system.

5.10 Where any valid claim in respect of any of the goods which is based on any defect in the quality or condition of the goods or their failure to meet specification (other than in respect of a bespoke specification) is notified to *the-radiators.com* in accordance with these conditions of supply, *the-radiators.com* shall be entitled to replace the goods (or the part in question) free of charge or, at our sole discretion, refund you the price of the goods (or a proportionate part of the price), but we shall have no further liability to you.

6. LIABILITY

6.1 The Safety Notice in the Appendix to the Terms and Conditions constitutes an inseparable part of the Terms and Conditions. On purchase, by accepting the Terms and Conditions you acknowledge that you are aware of the regulations defined in the Safety Notice and accept that you act in compliance. Senia G Ltd disclaims any liability for injuries or material damage caused by your failure to comply with the regulations.

6.2 Both parties shall only be liable under this contract for losses, which are a reasonably foreseeable consequence of the relevant breach of contract. Neither party shall have any liability to the other party for a claim of loss of profits.

6.3 We will not be liable to you for any loss or damage which you suffer as a result of any breach of contract by us, including, but not limited to, consequential loss to you and/or loss or damage to the property of third parties. In any event our liability to you arising directly from our negligence will not exceed the invoice value of the goods.

6.4 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The

importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

6.5 Please be advised that you need to comply with all applicable regulations and legislation and where applicable you are responsible for ensuring all that only suitably qualified tradesmen are engaged to install goods purchased from our site. *The-radiators.com* is not liable for any loss due to careless or incompetent installation or any consequential damage or injury caused the installation of damaged radiators.

Please contact us if you have any queries about these terms and conditions or if you have any comments or complaints on or about our website: *info@the-radiators.com*.

APPENDIX

SAFETY NOTICE

In order to avoid accidents keep to the following safety regulations:

INSTALLATION AND MAINTENANCE OF RADIATORS

- All radiators must be installed and maintained by a certified professional, who provides legal guarantee for the work done.
- The radiators must be installed exclusively by certified fittings provided by the manufacturer.
- The radiator must be fixed soundly to the wall; as radiators are very heavy, torn out of the wall they can do extensive damage and seriously injure people nearby.
- Radiators can be fixed to walls that can carry their weight. Too thin and drywall walls must be reinforced by a professional before installation.
- Use the radiators strictly according to their purpose.
- Radiator holders are designed to safely carry the weight of the radiator; for this reason never put any extra weight on it, cling to it or lean, sit or stand on it even for a second.
- The radiator should not be placed behind or below furniture or other obstacle for the circulation of air.
- The radiator can be damaged by mechanical force caused by hard objects, so avoid this by all means.
- If you notice any damage, fracture, etc. on the radiator, switch it off immediately or turn off the heating. In the case of electric and hybrid radiators disconnect the device from electricity.

HOT WATER RADIATORS

- Faulty or damaged radiators can leak hot water, which might cause serious burn injuries. In case you cannot wait until it cools down touch the hot radiator with utmost care.

ELECTRIC AND HYBRID RADIATORS

- Electric and hybrid radiators must be handled with the same level of caution and safety measures as any other electrical household appliances.
- Keep the electrical cord intact. Cords must not get in contact with the hot radiator.
- Electric/hybrid radiators in rooms with running water can be installed only in areas determined by the IP Code provided with each electric/hybrid radiator. The IP zones drawing can also be found with these models. (The IP Code, International Protection Marking, IEC standard 60529, sometimes interpreted as Ingress Protection Marking, classifies and rates the degree of protection provided against intrusion (body parts such as hands and fingers), dust, accidental contact, and water by mechanical casings and electrical enclosures.)

GLASS AND MIRROR RADIATORS

- Although tempered glass, used for glass and mirror radiators, is many times stronger than float glass and complies with the EU standards, it is apparently not unbreakable, consequently it needs caution (despite the fact that, when broken, it usually will break into small fragments, which are less likely to cause serious injury.).
- Do not let any mechanical force caused by hard and sharp objects damage the surface of the glass/mirror.

CHILD SAFETY

- Unless the heating temperature is set low make sure that children are supervised near the radiator. As the body surface of a child is bigger than that of an adult, and their skin is considerably thinner, a hot radiator or hot water leaking from a damaged radiator can do more serious burn injuries to them.

- Some radiator models have sharp edges, which can also cause injuries to children. For this reason, if you live with children, or have children around unsupervised, install only radiators with rounded edges.
- Keep children away from the cord of the electric/hybrid radiator. The best solution is wires hidden in the wall or the use of cord cover.