

THE ECONOMY RADIATOR COMPANY
TERMS AND CONDITIONS FOR SALE OF GOODS AND SERVICES

Please read these terms and conditions carefully. They contain important information about your rights and obligations.

By sending us your order, you agree to be legally bound by these terms and conditions.

1. Introduction

1. In these Terms and Conditions the following words have the meanings shown:
- | | |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| "We", "us" "our" | The Economy Radiator Company, which is the trading name of MWRAD Limited (company number 6840556) |
| "Website" | www.royale-radiators.co.uk and www.economy-radiator.co.uk |
| "Products" | any radiators, heaters, ancillary or similar products and installation or related services we offer for sale |

2. Your order

- 2.1 We will assume that when placing an order you have provided us with complete and accurate information as required for each Product. We will not be responsible for loss or damage caused by Products incorrectly ordered.
- 2.2 We are entitled to refuse any order placed by you without being required to give any reason.
- 2.3 We have used our best endeavours to ensure that our Products comply with the laws of England and Wales. We do not offer the Products for sale to persons resident outside the UK.

3. Your promises to us

You warrant to us and guarantee that

- 3.1 you are over 18 and capable of forming a binding legal contract.
- 3.2 the information you provided when you placed an order is correct and appropriate to the Product you want. NOTE: We accept no liability for loss resulting from our reliance on such information.
- 3.3 before sending us your order, you have read and understood the advice and information we have provided about use of the Products, have checked the correct specification of the Products for the use to which they are to be put, and have raised any specific queries with us.
- 3.4 you are competent to install (unless you request that we install) and use the Products.

4. Buying Procedure

- 4.1 Our contract will be made when we accept your order.
- 4.2 Any times or dates stated for delivery are estimates only. We accept no liability for delays.
- 4.3 We aim to dispatch the Products you have ordered to the address given in your order, within 10 working days after receipt of your payment, and if we are not able to do this we will contact you.
- 4.4 If the Product you ordered is unavailable for delivery within 21 days of the date of order, we will offer you a refund of any payment you have already sent us if you then wish to cancel your order.
- 4.5 If your order is not received within 3 working days of the date on which delivery was estimated to occur then you should notify us with your order number.

5. Deductions from your credit/debit card

We reserve the right to deduct an administration fee from your credit or debit card to cover our reasonable expenses if the Products are not delivered because you provided incorrect information to us when you placed the order, or if we incur any other expense caused by your breach of these terms.

6. Order Cancellation and Returns

- 6.1 Unless you have asked us to install a Product within 7 days after our contract is made and we have started doing so, you may cancel your order up to seven (7) working days after the date of our contract for any reason (including if you simply change your mind). You may not cancel our contract once the Product has been or is being installed.
- 6.2 To cancel your order you must notify us in writing (including email), using the slip on our order acknowledgement if you wish. If you cancel after delivery you must return the Products within seven (7) working days. We will then send you a refund within thirty (30) days.
- 6.3 If you cancel your order you must arrange your own return or pay the costs of returning the Products to us. If you inform us in writing that you want us to arrange for collection of returned Products there will be a maximum of £25 charge per box for returns from England and Wales (£50 per box from Scotland and Northern Ireland) and this will be deducted from any amount to be refunded to you. However you do not have to pay the cost of returning any goods which (a) were faulty or (b) not what you ordered.
- 6.4 If we accept your cancellation but you do not return the Products you must pay us the cost of recovering the Products from you, and we will be entitled to recover payment under clause 5 above.
- 6.5 While they are in your possession, you must take reasonable care of the Products you intend to return to us. *You must not install or use any products that you intend to return to us:* products may not be returned once you have started to install them, unless they are faulty. All products must be

returned to us in the original packaging suitable for resale. You hereby agree to indemnify us against all costs we incur due to your use of returned products, or other breach of this clause.

6.6 If you notify us in writing within 7 days after delivery that the Product delivered is (a) not what you ordered, or (b) does not correspond with its description, or (c) is not of a satisfactory quality, or (d) is not fit for any purpose which was notified to us in writing and confirmed by us in writing before you placed the order, then we will, at our option, either deliver to you a replacement Product or refund to you the Price paid and your reasonable costs of returning the Product.

6.7 If you return the Products because they are damaged or faulty then please include with the returned Products a written explanation of the fault or damage.

6.8 The address to which products should be returned, and notice of cancellation or any complaints etc may be sent is: The Grange, Little Hutton, Sessay, Thirsk YO7 3BQ

7. Product information: limitation of liability

7.1 We reserve the right to alter, suspend or discontinue any aspect of our Website, brochure or Products.

7.2 We rely upon the information provided to us by the manufacturers of the Products and accordingly accept no liability for any loss or damage caused by changes they make where these changes have not been notified to us.

7.3 We do not verify Product information and (to the extent permitted by law) we do not accept liability for damage or loss however arising from inaccuracy or other defect in Product information provided by the manufacturer. Any queries about any of our Products should be addressed to us prior to your placing your order.

8. Copyright and monitoring.

8.1 The intellectual property rights to the contents of our Website are protected by local and international copyright laws. The owners of these rights are ourselves or our suppliers. All product and company names and logos mentioned in our Website and written material are the trade marks, service marks or trading names of their respective owners.

8.2 You may not modify, copy, reproduce, republish, upload, post, transmit or distribute any material or information from our brochure or Website including but not limited to text, graphics, video, messages, and code without our prior written consent, except where we expressly invite you to do so.

9. Liability

9.1 We promise that (a) we have the right to sell the Product to you; and (subject to your checking that your order and installation complies with our recommendations and advice) (b) the Product will be fit for any purpose which you have notified to us in writing and which we have confirmed to you in writing prior to your placing the order.

9.2 To the maximum extent permitted by law, we exclude all liability for (a) damage or loss whether direct or indirect arising from breach of an express or implied term of our contract, any failure or delay in delivery, or any conditions, warranties, or representations relating to any Product or installation, (b) indirect or consequential loss or damage howsoever caused, or for any direct or indirect loss of profit, revenue or business, however caused even if foreseeable and (c) loss or damage caused by any inaccuracy, error or omission on our Website or any printed material we supply. We do not warrant or represent that our published information is accurate.

9.3 If we are liable to you for any reason, our liability will be limited either to £1,000 or to the amount paid by you for the Product (if any) to which the damage relates, whichever is the lower.

9.4 The limitations and exclusions in this clause (a) apply only to the extent permitted by law; (b) do not affect your non-excludable statutory rights; and (c) do not apply to any liability we may have for death or personal injury resulting from our negligence or for fraudulent misrepresentation.

10. General

10.1 The contract resulting from your order is personal to you. We may, but you may not, assign any rights and/or delegate any obligations under the contract you enter into with us.

10.2 Our order acknowledgement and these terms comprise the whole agreement between you and us to the exclusion of all other terms save those which are in writing signed by our authorised representative.

10.3 If anything in these terms shall become or be declared illegal or unenforceable for any reason whatsoever, it shall be deemed to be deleted from the contract without affecting the remaining terms.

10.4 Our contract with you is governed by English law and subject to the non-exclusive jurisdiction of the English courts.

10.5 Except in respect of a payment obligation, neither of us will be liable for any failure to perform any obligation to the other due to causes beyond our respective reasonable control.

10.6 Failure to enforce or delay by either party in enforcing an obligation or exercising a right under these Terms will not constitute a waiver of that obligation or right.

10.7 Our contract with you does not confer rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.