

1. PLACING AN ORDER

1.1. Orders must be placed via email or fax. Purchase order may contain the following information: part numbers EG RC4TT, quantities, trade price, discount, delivery address. If delivery date is not specified on the purchase order it will be dispatched at Haverland's earliest convenience.

1.2. If a Buyer wishes to amend or cancel an order, such changes must be notified to Haverland immediately and confirmed in writing. The Buyer accepts the financial consequences of any changes to any order. Haverland can make no guarantee that required changes will necessarily be actioned if the order has already been passed through to the warehouse.

2. PRICE

2.1. The price of the Goods ("Price") is listed in Seller's price list in force at the time of order and excludes VAT or similar taxes, customs duty and, where delivery is not to Seller's premises, charges for transport, packaging and insurance all of which shall be paid by Buyer in addition.

2.2. Prices listed or quoted are based on costs prevailing at the time when they are given or agreed

2.3. Prices quoted are applicable to the quantity specified and on the information provided by the Buyer at the time of order. In the event of orders being placed for lesser quantities, or if there is any change in specifications, delivery dates, or delay is caused by the Buyer's instructions or lack of instructions, Haverland shall be entitled to adjust the price of the Goods as ordered to take account of the variations.

2.4. Our products are supplied packaged with brackets, screws and fixings, the cost of which is included in the sale price.

3. PAYMENT

3.1. Credit facilities may be withdrawn or reduced at any time at Haverland's sole discretion.

3.2. The Buyer may not withhold payment of any invoice or other amount due to Haverland by reason of any right of offset or counterclaim, which the Buyer may have, or allege to have, for any reason whatsoever.

3.3. The Seller may invoice the Buyer for the Price and all other amounts at any time after delivery. Buyer shall pay each invoice within the agreed terms and date of payment. Seller may charge interest at 2% per annum above the base rate of HSBC Plc on any overdue amount.

4. DELIVERY

4.1. Delivery of the Goods shall be made by Haverland delivering the Goods to the wholesaler in the United Kingdom specified in the Buyer's order.

4.2. Each order should constitute a separate contract and conditions will not be transferred to future orders.

4.3. Orders received before 12 pm are normally processed and dispatched in 24 hours. Please allow 2/3 days for Scotland.

4.4. Delivery dates are approximate and time for delivery is not of the essence.

4.5. Time for delivery shall not be of the essence of the Contract.

4.6. For the avoidance of doubt, and without detracting from any other provisions of these Terms, Haverland shall not be liable for any damages whatsoever whether direct or indirect, including for the avoidance of doubt any liability to any third party resulting from any delay in delivery of the Goods, or failure to deliver the Goods in a reasonable time - whether such delay or failure is caused by our negligence or otherwise howsoever.

4.7. If an order is below £400.00 net (ex VAT) the Buyer will be liable for delivery charges of £40.00 for England & Wales and £60.00 for deliveries to Scotland

4.8. The price agreed includes our normal delivery charges for one delivery but Haverland may make an additional charge if Haverland incur further costs or expense such as (but not limited to): i) complying with the Buyer's request for delivery outside our normal delivery pattern or trading by installments, ii) orders of small value, iii) more than one delivery.

4.9. If the Buyer collects Goods from Haverland, the Buyer is solely responsible for the size, weight and positioning of the load on the vehicle and shall indemnify Haverland in respect of all costs, claims, losses or expenses Haverland may incur as a result of the Buyer collecting the Goods.

4.10. The Buyer will indemnify Haverland in respect of all costs, claims, losses or expenses Haverland may incur as a result of delivery in accordance with the Buyer's instructions. This indemnity will be reduced in proportion to the extent that such costs, losses, claims or expenses are due to our negligence.

5. NON-DELIVERY

5.1. If Haverland delivers the Goods at any time thereafter, Haverland shall have no liability in respect of such late delivery

5.2. Any claim for damage or shortage must be made in writing within 7 days of the date of delivery. In the absence of such a claim, Buyer will be deemed to have accepted the Goods. Any claim for non-delivery must be made within 7 days of the date of Seller's invoice.

11. Risk in the Goods shall pass to Buyer on delivery or, if Buyer fails to take delivery, when Seller has tendered delivery.

5.2. Non-delivery after the Delivery Date and the Seller fails to deliver the Goods within 28 Business Days after receiving such notice the Buyer may cancel the order.

5.3. If the Buyer fails to receive the order, due to their own fault, error or omission Haverland shall not be liable for the cost of the second delivery.

6. INSPECTION / SHORTAGE

6.1. The Buyer is under a duty to inspect the Goods on delivery or on collection as the case may be, but nothing in these Terms shall require the Buyer to break packaging and/or unpack Goods which are intended to be stored before use.

6.2. Where the Goods cannot be examined the carriers note or such other note as appropriate shall be marked "not examined". If a fault is detected while examination of the goods, this fault should be marked on the delivery note.

6.3. Haverland shall not be liable for i) any damage or shortages that would be apparent on reasonable careful inspection, ii) where it is, or would have been, apparent on a reasonable inspection that the Goods do not conform with the contract or are not otherwise as ordered or described with the Contract or (where the Contract is a contract for sale by sample) that the bulk does not compare with the sample.

6.4. In any event Haverland will be under no liability if a written complaint is not delivered to Haverland within 3 (three) days of delivery detailing the alleged damage or shortage. Such notification should be by fax or e-mail and followed up by telephone to ensure receipt by Haverland of same.

6.5. In all cases where defects or shortages are complained of, Haverland shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to Haverland before any use is made thereof or any alteration or modification is made thereto by the Buyer.

6.6. Haverland shall make good any shortage in the Goods and where appropriate replace any goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

6.7. The Buyer shall be under no right to claim any damage or shortage when goods have been delivered by non-authorized carrier of Haverland.

7. RETURNS / REFUNDS

7.1. The Buyer can only return unwanted goods within 7 (seven) Business Days when these fully re-saleable condition; box must be unopened and a picture must be sent to Haverland to confirm the conditions mentioned before.

7.2. No goods will be accepted for return without the express written consent from Haverland UK. A re-stocking fee of 20% of the order value will apply to cover administrative costs. The cost of returning the items will be borne by the Buyer. All returns to our warehouse must be arranged in advance with a member of Haverland staff. Once inspected, a credit note will be issued in respect of the returned items.

8. TITLE AND RISK

8.1. Risk in the Goods shall pass to the Buyer when the Goods are delivered.

8.2. The property in the Goods shall remain with Haverland until the Buyer pays all sums due to Haverland, whether in respect of this Contract or otherwise.

8.3. Haverland shall be entitled, at any time, to recover any or all of the Goods in the Buyer's possession to which Haverland have title and for that purpose, Haverland, our employees or agents may, with such transport as is necessary, enter upon any premises occupied by the Buyer, or to which the Buyer have access and where the Goods may be, or are believed to be, situated.

9. LIABILITIES

9.1. Haverland shall not be liable by reason of any misrepresentation (unless fraudulent) or any breach of warranty condition or other term express or implied or any breach of duty (common law or statutory) or negligence for any damages whatsoever. Instead of liability in damages, Haverland undertake liability under Clause 9.2. below.

9.2. Where but for the effect of Clause 9.1. of these Terms the Buyer would have been entitled to damages against Haverland, Haverland shall not be liable to pay damages but subject to the conditions set out in Clause 9.3. below shall at our sole discretion, either repair the Goods at our own expense, or supply replacement Goods free of charge or refund all (or where appropriate part) of the price of the relevant Goods.

9.3. Haverland shall not be liable under Clause 9.2

9.3.1. If the Defect arises from wear and tear

9.3.2. If the Defect arises from willful damage, negligence, abnormal working conditions, misuse, alteration or repair of the Goods, failure to follow British Standard or industry instructions relevant to the Goods, or storage of the Goods in unsuitable conditions (but this sub-clause shall not apply to any act or omission on our part).

9.3.3. Unless after discovery of the Defect Haverland is given a reasonable opportunity to inspect the Goods before they are used, or in any way interfered with. For the avoidance of doubt, Haverland acknowledge that the costs of suspending works are relevant to the determination of what is reasonable opportunity and this sub-clause shall not apply to any works affecting the Goods, which it may be reasonably necessary to carry out in the interests of safety and/or as emergency measures.

9.3.4. If the Defect would have been apparent on a reasonable inspection under Clause 6.1 of these Terms at the time of unloading, unless the Buyer advise Haverland by telephone immediately and written notice of any claim is given to Haverland within 3 (three) working days of the time of unloading.

9.3.5. If the Defect is discovered within four months from the date of delivery, unless the Buyer give Haverland written notice of the Defect within 3 (three) working days of it being discovered.

9.3.6. If in any case the Defect is discovered more than 4 months from the date of delivery.

9.4. If the Goods are not manufactured by Haverland, or have been processed or milled by a third party - whether or not at the Buyer's request - our liability, in respect of any Defect in workmanship or materials of the Goods, will be limited to such rights against the manufacturer or the third party as Haverland may have in respect of those Goods.

10. GENERAL

10.1. This Contract shall be governed and interpreted according to the Law of England and Wales and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.

10.2. Seller shall not be liable for any delay or failure due to any cause beyond its reasonable control ("Force Majeure Event"). Nothing in this Contract is intended to, or will grant any right, to any third party to enforce any Terms of this Contract, be it express or implied.

10.3. Nothing limits or excludes liability for death or personal injury arising out of negligence, for fraud, fraudulent misrepresentation, criminal acts or the tort of deceit, for breach s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982 or for implied statutory undertakings as to title, quiet possession or freedom from encumbrances or where contrary to law.

10.4. Termination or expiry of the Contract shall not prejudice any accrued rights or affect any provision which is expressly or implied intended to survive. All waivers must be in writing. No remedy under these Terms is intended to be exclusive. If any provision of these Terms is held invalid or unenforceable the validity of the other provisions shall not be affected. A person who is not a party to the Contract shall not have any rights to enforce its terms.

WARRANTY TERMS & CONDITIONS



1. Haverland guarantees that the goods upon delivery of the ITEM to you and for the specified periods:

- 1.1 are in agreement in all material respects with the relevant description, depending on any conditions or information in brochures, advertisement or in other documents;
- 1.2 are of satisfactory quality;
- 1.3 are suitable for the purposes specified by Haverland or for any appropriate purpose for which you utilise the goods;
- 1.4 do not exhibit any significant defects with regard to the structure, material and processing;
- 1.5 satisfy all applicable legal and regulatory requirements with regard to sales of the goods in Europe.

2. For Radiators: HAVERLAND guarantees against material, design or manufacturing faults at the moment of its original acquisition for 2 years. The electronic component and paintwork/finish for 3 years and 10 years for the aluminum body (exclude accidental damage, transport, and misuse).

For Towel Rails: HAVERLAND guarantees against material, design or manufacturing faults at the moment of its original acquisition for 2 years.

Haverland grants this warranty in addition to your legal claims with regard to goods that are defective or do not satisfy the warranty conditions in other respect. Your local consumer advice centre or authority for consumer protection will provide you with information about your legal claims.

3. If, during the guarantee period, the product were to become faulty and this is due to a design, material or manufacturing fault, HAVERLAND will repair or replace the product, whichever it deems appropriate, under the conditions stipulated below:

3.1 The guarantee is only valid if the original invoice or receipt to the purchaser is presented, and when the aforementioned guarantee stipulates the model of the product (shown on the technical characteristics sticker) and date of purchase. HAVERLAND reserves the right to refuse the guarantee service if this information has been removed or modified after the original purchase of the product.

3.2 The guarantee only applies to the cases relative to material, design or manufacturing faults; under no circumstances does it cover damage to the radiator due to the following:

- 3.2.1. Due to intentional damage, accident or negligence by you or third parties Repairs performed by unauthorized service workshops or the opening of the radiator by unauthorized persons.
- 3.2.2. Unforeseen accidents that are out of HAVERLAND's control, such as lightening, power surge, fires, floods, public disturbances, etc.
- 3.2.3. The repairs or replacements covered by this guarantee do not allow the extension or new startup of the guarantee period.
- 3.2.4. Faulty pieces or components removed, remain the property of HAVERLAND.
- 3.2.5. Damages caused on the transport of the units which are not made by HAVERLAND's transport company.
- 3.2.6. This guarantee does not affect the purchaser's rights against those of the distributor or installer that could arise from the sale contract.
- 3.2.7. In the absence of an applicable national legislation in force, this guarantee will serve to be the purchaser's only protection. HAVERLAND, its offices, distributors and installers will not be held responsible for any kind of damages, either fortuitous or accidental derived infringing any implicit regulation related to this product.

4. Consult either an authorized HAVERLAND specialist dealer or HAVERLAND directly at support@haverland.co.uk . HAVERLAND will ask you to take the HAVERLAND together with your proof of purchase to an authorized HAVERLAND specialist dealer. At its own discretion, after having verified that the goods are defective, HAVERLAND will:

- refund, in whole or in part, the costs for the defective goods,
- or replace the defective goods or repair the defective goods.

5.1 If you or HAVERLAND do not abide by this warranty, then subject to provision 5.2 no party shall be liable for any of the resulting losses to the other party with the exception of losses representing a foreseeable consequence of non-compliance with this warranty.

5.2 Neither you nor Haverland shall be liable for losses due to Haverland's non-compliance with this warranty, specifically including the following:

- 5.2.1. Loss of income or earnings;
- 5.2.2. Loss of business;
- 5.2.3 Loss of expected savings;
- 5.2.4. Loss of data or
- 5.2.5. Any lost time.

5.3. Provision 5.2, however, does not prevent claims with regard to foreseeable losses or damage to objects in your possession. This provision in no way includes or limits the liability of HAVERLAND for:

- Death or injuries due to negligence on the part of HAVERLAND or
- Fraud or fraudulent misrepresentation or
- Any other matter in which it would be unlawful or illegal for HAVERLAND to exclude its liability or to attempt such.

USE GUARANTEE

1. Under no circumstances may goods supplied by HAVERLAND be returned without our prior written consent. To verify the faulty unit the customer must provide the following information:

- 1.1 Model, serial number and wattage of radiator (shown on the technical characteristics sticker). HAVERLAND reserves the right to refuse the guarantee service if this information has been removed or modified after the original purchase of the product.
- 1.2 Original Invoice provided to the client by the Wholesaler.
- 1.3 Identified problem.
- 1.4 Delivery / Collection address and contact telephone number. The faulty unit must be on site before the replacement unit is delivered.

2. Once the faulty unit is verified, the client will receive a Returns Label by email, which should be printed and placed on a visible part of the radiator's box. The Returns Label will include the following information: Incident number, Radiator Model, Wattage, Items, Issue, Delivery and Collection Address, Client Number.

3. The faulty unit must be always returned inside a box. This box can be the one originally used when delivered, or it can be the one where the replacement arrives in. It is IMPORTANT that the product is returned in good condition.

4. Deliveries are made between 9am – 5.30pm; unfortunately no specified time frames can be given. HAVERLAND will cover the cost of 2 attempts of delivery. If it fails to deliver a third time due to the client's negligence, the client will cover the delivery/collection charges.

5. Please note that guarantee is not extendable. The replacement unit will have the same warranty as the faulty one. The warranty starts the date of the purchase of the original unit client's negligence, the client will cover the delivery/collection charges.

