



Terms & Conditions

IntelliHeat Ltd General Terms and Conditions

1. Installation

For safety reasons, products such as electric radiators should only be installed by a qualified person, in accordance with current regulations and the manufacturer's instructions. Reference should be made to Part P of current Buildings Regulations for further information. IntelliHeat Ltd recommends that the customer ensures that all items are received in full prior to booking a qualified installer. Failure to do so may result in additional costs for return visits which IntelliHeat Ltd cannot be held responsible for.

2. Pricing and ordering

All lists pricing from IntelliHeat Ltd is for guidance purposes only and is subject to change without notice. All quotations are valid for a period of 30 days from the official quotation date unless otherwise stated. All customer orders require a valid quotation from IntelliHeat Ltd to be processed and fulfilled. Quotations must be checked for accuracy by the customer before confirming an order. IntelliHeat Ltd accepts no responsibility or liability for incorrect orders. Any adjustment or exchange of goods after the delivery has been carried out is at the expense of the customer. All orders are subject to VAT at the prevailing rate.

All special-order requirements must be declared and agreed prior to ordering by the customer, failure to agree this prior to the order (and detailed in the quotation) will result in the order being invalidated and standard terms and conditions of sale will prevail.

3. Cancellation of orders

IntelliHeat Ltd reserves the right to cancel customer orders if the customer fails to adhere to the terms of the order in respect to payment whether in full or in part, or where there is a breach of the terms and conditions at point of sale/order. Customers can cancel an order up to 24 hours after IntelliHeat Ltd has received the order but must pay any applicable charges incurred by IntelliHeat Ltd when a refund is issued. These charges may include but are not limited to applicable card transaction fees and surcharges. This does not apply to faulty or incorrectly supplied goods where your statutory rights are unaffected. In accordance with Distance Selling Regulations 2000, IntelliHeat Ltd reserves the right not to offer refunds on items that have been made to order.

The order will be non-cancellable under the following circumstances:

- I) The order is in transit for customer fulfilment.
- II) The order has been delivered, accepted, and signed for by a nominated recipient.
- III) For bespoke orders where manufacturing of the equipment has commenced.

4. Delivery of orders

IntelliHeat Ltd takes great care to securely package every product that we ship to our customers using suitable packaging and using trusted logistics partners. IntelliHeat Ltd indemnify their position of responsibility at point of shipping and by signing for goods the customer shall assume full responsibility for a consignment delivered to them by the logistics company. If a package or consignment appears to be damaged, this needs to be raised with the delivery representative at point of signature and rejected on these grounds. IntelliHeat Ltd shall not be responsible or liable for any damages or shortfalls of consignments once signed for by the customer on the delivery note issued by the logistics company. Pallet delivery is carried out by a third party, who is contracted to deliver pallets to an address. This does not include the movement of pallets or items within premises. Drivers are not insured or contracted to enter premises for the purposes of handling goods. It is the responsibility of the customer to ensure that access to the point of delivery is available and free from obstruction. Timed deliveries must be agreed in advance and are subject to an additional charge.

5. Delivery Notice Period

Shipping times provided by IntelliHeat Ltd are approximate and for customer guidance purposes only and shall not be grounds for order cancellation. IntelliHeat Ltd shall take reasonable measures to ensure that all orders are processed and fulfilled in a manner that is fair and reasonable.

6. Payment Terms

All customer orders placed with IntelliHeat Ltd require payment in full at the point of order unless otherwise agreed. Where applicable, a minimum deposit of 50% at point of order, with the order balance paid in full by the customer prior to the order being shipped to the customer. Any deposit paid is not refundable unless IntelliHeat Ltd fails to fulfil the customer's order for which the deposit has been taken.

Return Policy

Under the Sale of Goods Act 1979, you may be entitled to a refund, replacement or repair where goods are faulty.

Should you simply change your mind you could claim for a full refund within our "7 days cooling off period" but must be authorised by IntelliHeat Ltd prior to any returns being accepted. A re-stocking charge of £ 25 per item will deducted from the refund. Returned items must be sent back at the

expense of the customer, unopened, unused and in the original packaging. Upon inspection, providing the items returned are in resalable condition, the customer will be issued a full refund within 14 days of receiving the goods back. Any delivery charges will not be refunded. IntelliHeat Ltd does not accept any liability for damage caused if returned items are not properly packaged. Heavy items such as radiators must be returned on a pallet and marked with a returns reference number.

7. Faulty Items

Should a product develop a fault within the manufacturers' warranty period, IntelliHeat Ltd reserves the right to repair or, if necessary, replace the product with the same or an equivalent product depending on availability, only upon presentation of the proof of purchase consisting of original purchase invoice. IntelliHeat Ltd is limited ONLY to the product supplied. Intelliheat Ltd reserves the right to refuse warranty service without the proof of purchase; IntelliHeat Ltd cannot be held responsible to undertake or to cover any costs involved in or connected to such tasks as to disconnect, reconnect or install repaired or replaced items and does not extend to consequential loss or damage arising from a defective product(s).

The guarantee is applicable for the purchaser ONLY and is non-transferable.

Any faulty item must be returned for further inspection before a replacement or repair are agreed.

Any returned items which, upon inspection, are found not to be faulty or to have become faulty due to miss-use, incorrect installation, inappropriate wiring within your property, will, if required, be shipped back to you. However, you will be liable to pay the collection and re-shipping costs as well as a £ 50 administration fee before the item(s) are returned to you plus the cost of the replacement part if already supplied upon previous agreement. Likewise, if it is felt necessary to provide an electrician to visit your property (not always possible or necessary) to inspect the reported fault and the item(s) is found not to be faulty or to have become faulty due to miss-use, incorrect installation, inappropriate wiring within your property etc, you will be charged a call out fee of £ 150 + vat.

8. Collection of item/s

To ensure the safe and undamaged return to us, all items must be properly packaged for collection to ensure that no damage occurs during transit.

9. Original packaging

All items must be packed in the original boxes and packaging, whenever possible using the boxes and packaging the replacement items were delivered in. Each item must be properly packed in the box with all the protective materials as originally packed, and that each box is securely sealed with tape. In case of a faulty item/s it is possible that the original packaging is no longer available, therefore we kindly ask to package the item as securely as possible in bubble wrap to avoid any damage in transit.

Pallet: If the boxed item/s were delivered on a pallet, should this still be available, the item/s should be placed on the pallet and securely tie the box/s (cross-banded) to the pallet.

All item/s must be disconnected, properly packaged as described above, ready for collection on the agreed date, and a designated representative is present on that date to sign the collection confirmation slip and hand over the item/s to the carrier. Failing this, a re-collection/delivery fee will be charged.

Item/s **must not** be returned assembled as this is likely to cause damage during transit, i.e. with bracket attached, must be bagged and included in the box but the original wall brackets and manuals must be retained.

The customer will be charged a handling fee and or other charges for any damage caused during transit if any of the above is not adhered to.

10. Warranty and limitations of Liability

Intelliheat warrants to the original end-user customer that its products are free from defects in material and workmanship on the terms and conditions set forth herein. All products supplied by IntelliHeat Ltd are subject to a limited warranty provided by the manufacturers from the date of purchase by the original end user customer.

IntelliHeat Ltd does not offer extended warranties on or above the direct agreements with these manufacturers. IntelliHeat radiators and towel rails are manufactured to our specification by a third party and are supplied with a limited warranty from the manufacturers.

2 years on fluid and electrical components. First year (Parts and Labour) second year (Part/s only) *.

10 years (Cali Sense & iSense) on outer body and powder coated surface.

6 months (Ex display – discontinued products)

This limited warranty is non-transferable and only applies to the original purchaser.

This limited warranty also does not apply to any product on which the original identification information has been altered, obliterated, or removed, that has not been handled or packaged correctly, or that has been sold as second-hand.

This warranty excludes third party connected equipment.

* The manufacturers' Limited warranty applies **solely** to the replacement of the Product or part(s) and does not cover labour costs or additional expenses. Labour is **solely** covered by the warranty in the first year and only in case the product has been installed by one of IntelliHeat' approved contractors who are self-employed, therefore responsible for the installation of the system.

Faulty items must be returned to IntelliHeat Ltd for inspection at the customer's expense. The Customer is responsible for all shipping / handling charges related to returning the product to Intelliheat Ltd. The product must be appropriately packaged with the original packaging, if possible, and marked with a returns reference number provided by Intelliheat.

IntelliHeat Ltd accepts no liability for the repair or replacement of any item other than the product originally supplied. The warranty is not applicable in cases other than defects in material and workmanship; therefore, claims for damage to any other item, howsoever caused, shall not be considered.

Repair or replacement of parts due to normal wear and tear, abuse or misuse including but not solely limited to the failure to use this product for its normal purposes or in accordance with the manufacturers' instructions for usage and maintenance, are not covered by the warranty.

Repairs or replacements under the terms of this warranty do not give right to extension to or a new starting of the period of warranty. If IntelliHeat Ltd repairs or replaces a unit, the product shall be warranted for the remaining length of the original warranty period and repaired or replaced products may include new and /or refurbished components and equipment; therefore, replacement under the terms of this warranty, maybe fulfilled with functionally equivalent exchange units. All refurbished products have been tested to ensure that they are functionally equivalent to new products.

Any accidental damage as well as damage caused by spillage of food or liquid are not covered by the warranty. All IntelliHeat LTD products have been tested and certified to the highest standards for build quality, energy efficiency and safety by the respective manufacturers. Any indication of running costs given are estimated and in no way guaranteed as the actual costs are reliant on many factors over which IntelliHeat Ltd and the manufacturers have no control. Therefore, neither IntelliHeat nor the manufacturers can be held responsible for ongoing running costs and these are not grounds for return of products.

Jurisdiction These terms and conditions are subject to UK law in England and Wales. The customer, on placing an order with IntelliHeat Ltd, automatically accepts these terms.

All enquiries should be made in writing to: Customer Services, IntelliHeat Ltd, 1 Waterloo close, Thetford IP24 2ZD or please email us with your enquiry to: support@intelligentheat.co.uk