

## Castrads Terms and Conditions

### 1 Pre-Sales

**Pricing** - Where pricing is shown on the web site or in the Company's literature, this is exclusive of Value Added Tax (VAT) charged at the prevalent UK rate, currently 15%.

**Ownership of Goods** - All goods shall remain the property of the Company until paid for in full. No financial offset against the value of goods supplied is permitted for whatever reason without the written agreement of the Company.

**Dimensions** - All our traditional radiators are individually hand cast and assembled, thus total lengths/widths of the radiators can vary slightly. We strongly advise that you position your radiators before installing your pipework. The Company will not be liable for any damage or losses incurred by the purchaser or their representatives for installation of pipework prior to the goods being placed in situ. Unless otherwise specifically requested, radiators will be supplied bushed with ½" bottom pipe bushes.

**Maximum Assembly Size** - All our sectional radiators are assembled to a restricted size due to haulage and manoeuvrability considerations. For most radiators this will be 20 sections; however, for the King 768, Queen, King 670, King 570, King 470 and Two Column 745 radiators, this will be 14, 15, 15, 16, 17 and 17 respectively. Radiators in excess of these sizes will be supplied up to the maximum size, together with additional sections supplied with a radiator tool and assembly instructions for on-site assembly. If assembly size is of key importance to the Purchaser this should be conveyed in writing to the Company.

**Assembly structure** - Most of our sectional radiators will be supplied up to 14 sections with one integral leg at each end of the radiator. For radiators of an odd number of sections in excess of this, radiators will be supplied with three integral leg sections, one at each end and one centrally placed. For radiators of an even number of sections in excess of this, radiators will be supplied with four integral leg sections, one at each end and two centrally placed. However, the Company reserves the rights to vary this assembly structure. If assembly structure is of key importance to the Purchaser this should be conveyed in writing to the Company.

**Painting & Finishes** - Sectional radiators are supplied in a primer coating ready to be painted. The colour of the primer varies by radiator and, although the Company will endeavour to meet the Purchaser's requirements, it cannot be held responsible for failure to supply a particular primer colour. We recommend that primed radiators are painted with either a hammered or enamel top coat (2-3 coats will suffice). Although radiators can be painted with almost any paint, some paint manufacturers tend to be reluctant to give guarantees for prolonged heat resistance, which is why we recommend the use of enamel paint. For painted goods, the Company gives no guarantee that the colour will accord precisely with the advertised colour and the Purchaser accepts that there may be minimal differences. The colour and gloss level in any colour or RAL chart must be used only as a guidance. Please note that colours presented online will vary between different computers and monitors and that printed colours may vary slightly from the actual paint colour.

**Polishing** - Polished radiators are supplied coated with a thin layer of oil. Polished radiators should be kept oiled by applying a thin coat of oil every 2 months. This will protect the cast iron from rusting. Oils used can be anything from Danish oils to WD40 type oils, they must be clear and long lasting. If you forget to oil your radiator, depending on the moisture within the environment, a thin coat of rust may appear. This can easily be removed by applying a thin coat of 'T-Cut' and then re-oiling the radiator. Do not put any damp clothes onto your radiators as this will cause them to rust. There are a number of different types of polished finish available in the UK, if the type of polished finish is of key importance (e.g. to match other radiators), please let us know and we will endeavour to meet your requirements. A photo is always the best recourse in

these circumstances.

**Right of Substitution** - The Company reserves the right to substitute equivalent goods should it deem necessary. All specifications are approximate and the Company shall have no liability in respect of reasonable deviations from those specifications. It also reserves the right to vary the specification of supplied goods and all goods are sold subject to the prices and terms and conditions ruling at the time of delivery.

## 2

### Sales

**Invoice** - It is the responsibility of the Purchaser to check the invoice and ensure that all details on the invoice are correct. The Company will not be held liable for any details that are incorrect if they have not been brought to the attention of the Company prior to the dispatch of goods.

**Payment** - Payment for goods is in full in advance of delivery unless with the prior agreement of the Company in writing. The Company reserves the right to charge interest on any late payments at the rate of 4% above current base rate, i.e. if base rate is 5%, the interest levied by the Company would be 9% per annum.

**Delivery** - Delivery dates are approximate and no liability whatsoever is accepted in respect of late deliveries. Upon request we supply estimated delivery dates. Purchasers are usually notified of confirmed delivery dates 2-3 days prior to dispatch. The Company will not be responsible for any delays in the delivery of goods or services, nor for any damages or loss caused to the Purchaser or other party as a consequence of this delay. The Company will endeavour to meet any special shipping requirements as a courtesy, but will not be held responsible for failure to meet these requirements.

**Shipping** - Radiators will be shipped by a pallet forwarding network using a HGV. When shipped using this method the haulage company will attempt to deliver pallets as close as possible to the Purchaser's required position, usually to the closest hard-standing area. The haulage company is under no obligation to remove items from the pallet, nor carry items into the Purchaser's property. The Purchaser should warn the Company if there is restricted access, soft or gravelled driveways. Should the Company not be notified in advance of any restrictions in delivery access, or should the Purchaser or their representatives not be present to sign for the goods, the Company reserves the right to charge a redelivery fee should redelivery be necessary. Cast iron radiators are very heavy, please ensure that either sufficient manpower, or lifting gear, is available to unload the pallet. For timed, and/or Saturday deliveries, the haulage company levies additional charges, please contact the Company for details of these charges. Small items will be shipped by Royal Mail. The Company will not be held responsible for any failure of the pallet forwarding network or Royal Mail to deliver within any specified period.

**Acceptance of Deliveries** - Please ensure that goods are unpacked when they are delivered and check them against the delivery note. Any goods damaged in transit must be reported to us within 3 days of delivery. The Company will not be held liable for any damaged goods if not reported to us within this three day time period. The Company cannot be held responsible for any damage occurring after delivery.

**Back Orders** - Should any item requested by the Purchaser be on back order, the Company will endeavour to supply such goods as soon as possible; however, the Company will not be responsible for any delays in the delivery of goods or services, nor for any damages or loss caused to the Purchaser or other party as a consequence of this delay.

**Force Majeure** - No responsibility can be accepted by the Company for any failure or delay in performance which is wholly or partially due to an Act of God, War, Fire, Explosion, Riot, Civil Commotion, Restriction by Government or other competent authority, Strikes, Lock Outs, Failure in Supplies, or to any cause whatsoever beyond it's control.

### 3 Post-Sales

**Guarantee** - Radiators are guaranteed for a period of 10 years and valves for 5 years from the date of the Purchaser's invoice to be free from any manufacturing defects. The Company will replace any faulty goods free of charge within this period, subject to the following conditions:

- the defect is not due to wear and tear, accident, misuse, improper operation or failure due to incorrect installation;
- the cost of labour is paid by the Purchaser;
- proof of purchase is available;
- powder coating primed radiators by the Purchaser or their agents invalidates the guarantee as the Company has no control over how the radiators have been shot-blasted or heat treated;
- The Company reserves the right to change only the defective section of a sectional radiator;
- Consequential loss – the Company is not liable for any consequential loss caused directly or indirectly by any defect in its goods;
- The benefit of this warranty is given to the first retail purchaser of the goods and is not assignable.

Castrads reserves the right to give a refund of the cost of the goods instead of replacing or repairing them. Such refund would be given after the goods have been returned to Castrads Woodford, Manchester base.

**Returns Policy** - The Company will accept the return of non-faulty goods as long as the goods are fit for purpose and in the same condition that they left its warehouse. Upon the return of such goods in the aforementioned condition a full refund of the cost of the radiator(s) in primer finish will be given within 30 days subject to a 30% restocking charge and the cost of returning the goods to the warehouse. The cost of painting or powder coating is non refundable

**Complaints** - The Company prides itself on the provision of first rate customer service; however, in the unlikely event that you do have a complaint, such a complaint must be furnished to the Company in writing within 7 days of the receipt of goods setting out the grounds of complaint. The Company will ensure that any such complaint is dealt with sensitively and in a timely fashion.

### 4 Legal

**UK Law** - These terms and conditions and any contract formed are subject to UK law and shall be dealt with under the UK legal system only. In these Terms and Conditions the term 'the Company' means C Baylis trading as Castrads. 'Purchaser' refers to the purchaser of any goods or services and the term 'goods' refers to any item sold by the company. Nothing herein referred to shall be deemed to have construed a relationship with any supplier or purchaser of the Company's products or services without the express written permission of the company.

**Copyright** - All text, graphics, formatting or other materials present on the Company's web site or in the Company's printed material shall remain the property of the Company. Any use of the Company's materials without written permission of from the Company is prohibited.

**Web Site** - By using the Company's web site you agree to our terms and conditions. If you do not agree with our terms and conditions you may not use our web site.

**Security** - The Company endeavours at all times to adhere to best practice in respect of security. The Company bears no responsibility for any security breaches howsoever caused; however, it will act to the best of its ability to see that such breaches do not occur and to remedy such a breach in the unlikely event of it occurring. For web-based orders we use a secure processing system (Google Checkout) utilising Secure Socket Layer (SSL) technology. All credit card

numbers are encrypted in the software and the Company holds no credit card details after the order has been successfully placed.

**Privacy** - The Company respects the privacy of its customers and the users of its web site and will never supply any personal details to third parties without permission. We are committed to acting in accordance with the Data Protection Act 1998.