



E-Commerce Terms & Conditions for Heatpumpcylinders.com & Tiger Heat Pumps Ltd

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Where to find information about us and our products

You can find everything you need to know about us, Tiger Heat Pumps Ltd, and our products on our website heatpumpcylinders.com, or from installation manuals and sales literature before you order. We also confirm the key information to you in writing after you order, either by email, or in your online account.

Your legal status as a purchaser under these terms

You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual. In these circumstances you will not benefit from the rights afforded to you as an individual under the Consumer Rights Act 2015.

When you buy from us you are agreeing that:

- We only accept orders when we've checked them.
- Sometimes we reject orders.
- We charge you when you order.
- We charge interest on late payments.
- We pass on increases in VAT.
- We're not responsible for delays outside our control.
- Products can vary slightly from their pictures.
- You're responsible for making sure your measurements are accurate.
- We charge you if you don't give us information we need
- You have rights if there is something wrong with your product.
- We can change products and these terms.
- We can suspend supply (and you have rights if we do).
- We can withdraw products.
- We can end our contract with you.
- We don't compensate you for all losses caused by us or our products.
- You have several options for resolving disputes with us.



- Other important terms apply to our contract.

This is our entire agreement with you

These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

We only accept orders when we've checked them

We contact you to confirm we've received your order and we accept it when we dispatch or supply the product and confirm dispatch or supply to you.

Sometimes we reject orders

Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because a credit reference we have obtained is unsatisfactory, because you are located outside the UK or our delivery areas, as stated on our website or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

We charge you when you order

However, for some products we take payment at regular intervals, as explained to you during the order process. If your product is goods (rather than digital content or services), you will own it once we have received payment in full.

You have no set-off rights

You must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) OR all amounts due under this agreement (from you to us or from us to you) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

We charge interest on late payments

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 20% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.



We pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

We're not responsible for delays outside our control

If our supply of your product is delayed by an event outside our control, such as transportation issues supply chain issues and force majeure, we will contact you as soon as possible to let you know and do what we can to reduce the delay. If we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team to end the contract and receive a refund for any products you have paid for in advance, but not received, less reasonable costs we have already incurred.

Products can vary slightly from their pictures

A product's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different. Because our products are handmade to order, all sizes, weights, capacities, dimensions and measurements indicated on our website can be out by up to 3%.

You're responsible for making sure your measurements are accurate

If we're making or supplying the product to measurements you provide, you're responsible for making sure those measurements are correct. Find information and tips on how to measure or contact our Customer Service Team: sales@heatpumpcylinders.com.

We cannot offer refunds on measurements incorrectly taken by you. We will only offer refunds or exchanges if the products do not match the measurements we describe on the website or in sales literature, including the 3% tolerance described in the previous section.

We charge you if you don't give us information we need

We charge you additional sums if you don't give us information, we've asked for about how we can access your property for delivery, installation or to provide services or if you don't do preparatory work for installation, as agreed with us. For example, we might need to re-deliver on another vehicle or with extra manpower, reschedule services or deliver on a vehicle with capabilities to suit access or unloading requirements.

Your rights

We warrant that on delivery any products which are goods shall:

- conform in all material respects with their description and any relevant specification previously agreed in writing;
- be free from material defects in design, material and workmanship;
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- be fit for any purpose held out by us.

Returning the product to us.

If you think there is something wrong with your product, either before use, or after installation (inclusive of water conditions) as detailed in the installation manual provided with the product, you must contact our Customer Service Team at sales@heatpumpcylinders.com.

Your remedies

Unless an exception applies (see Exceptions below) , where upon delivery or immediately after installation of the product you believe that the product is not fit for purpose or is in otherwise in breach of the warranty, you must give notice to us in writing with a description of the issue with the product. [You must then return the product to us/we will arrange the collection of the product] at which point we will take payment of £300 from you for restocking and testing the product (the **Testing Fee**) and within 30 days of our receipt of the product we issue a testing report to you confirming whether there is a fault with the product.

If there is a fault with the product not caused by you or as a result of your installation of the product not in accordance with the instruction manual, we will refund the Testing Fee and the price of the product, or arrange for a replacement product to be provided to you at no additional cost to you.

If there is no fault with the product we will return the product to you.

We will under no circumstances carry out repair works to any product in situ within a property.

Exceptions to warranty

We will not be liable for a product's failure to comply with the business customer warranty if:

- you make any further use of such product after telling us it is non-compliant;
- the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- the defect arises because we followed any drawing, design or specification supplied by you;

- you alter or repair the product without our written consent; or
- the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working and water conditions.

We can change products and these terms

We can always change a product:

- to reflect changes in relevant laws and regulatory requirements, such as the increasing energy performance requirements detailed in the Energy Related Products Directive 2014, European Regulations, or in G3 and/or part L of the UK Building Regulations or any future amendment to them, or subsequent legislation or regulations which supersede them;
- to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the product; and
- to update digital content, provided that the digital content always matches the description of it that we provided to you before you bought it. We might ask you to install these updates.

Changes we can only make if we give you notice and an option to terminate

We can also make the following types of change to the product or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team to end the contract before the change takes effect and receive a refund for any products you've paid for in advance.

We can suspend the supply of a product. We do this to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the product (see [We can change products and these terms](#)).

. We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the product for longer than 2 months in any 6 month period we adjust the price so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 2 months you can contact our Customer Service Team to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

We can withdraw products

We can stop providing a product, such as an ongoing service or a subscription for digital content or goods. We let you know at least 1 month in advance and we refund any sums you've paid in advance for products which won't be provided.

We can end our contract with you

We can end our contract with you for a product and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product, for example, any replacement accessories due to product safety recall;
- you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us. If you have said you will collect a product ("Collection" and "Same Day Collection") but you don't do this within 2 days then (unless the product is made to your specifications or is clearly personalised) we treat your order as cancelled and refund the purchase price,; or
- You are found to be installing unvented mains pressure water goods without correct qualifications from relevant issuing bodies.

We don't compensate you for all losses caused by us or our products

Except in respect of the losses described in *Losses we never limit or exclude*:

- we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of £350 and one hundred per cent (100%) of the total sums paid by you for products under such contract].

Losses we never limit or exclude.

Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);



- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.

No implied terms about goods.

We exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

You have several options for resolving disputes with us

Our complaints policy. Our Customer Service Team: sales@heatpumpcylinders.com will do their best to resolve any problems you have with us or our products as per our Complaints policy: www.heatpumpcylinders.com/complaintspolicy.

You can go to court. These terms are governed by English law. you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll contact you to let you know if we plan to do this. If you're unhappy with the transfer you can contact our Customer Service Team: to end the contract within 30 days of us telling you about it and we will refund you any payments you've made in advance for products not provided.

You can only transfer your contract with us to someone else if we agree to this. You need our agreement in writing to transfer your contract with us and it's entirely up to us whether we give it.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.



Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.