

Warranties, terms and conditions of sale.

1. Product Warranty

RainWater Harvesting Ltd warrants that its products and parts will be free from defects in materials and workmanship for a warranty period of;

- Two (2) year from the date of shipment in the case of electrical products and or products with moving parts (including but not limited to pumps and rain management systems),
- Two (2) years from the date of shipment in the case of the Hydroforce submersible rainwater pump
- Two (2) years from the date of shipment in the case of products without moving parts (including but not limited to filters, pipes and tanks), or
- Fifteen (15) years from the date of shipment in the case of rainwater harvesting tanks from the Carat and Rondus range from Graf of Germany and twenty-five (25) years for F-Line products.

Rainwater Harvesting Limited is a retail supplier of rainwater harvesting products. The company does not offer installation or service of products or systems supplied by the company.

2. Repair, Replacement or Reimbursement Warranty

If the product proves defective during the warranty period, RainWater Harvesting Ltd will:

- repair the product by means of telephone support or by its authorized service representative or installer at no charge for parts or labour,
- replace the product with a product of comparable quality which may be new or refurbished, or,
- refund the amount paid for the product, less a reasonable allowance for usage, upon its return.

In the maintenance of the product, RainWater Harvesting Ltd may use new or equivalent to new parts, assemblies or products for equal or improved quality. All defective parts, assemblies, and products become the property of RainWater Harvesting Ltd. RainWater Harvesting Ltd may require the return of parts, assemblies and products to a designated RainWater Harvesting Ltd representative from which the part, assembly, or product was originally purchased. Return and claims will be handled according to the current RainWater Harvesting Ltd procedure. RainWater Harvesting Ltd reserves the right to charge for service in exception cases and as provided below.

3. Diagnosis and remote support

RainWater Harvesting Ltd recommends the Customer first utilize support materials shipped with the product, product diagnostics, information contained on the Web, email and phone support. If unsuccessful, to obtain service under this warranty, the Customer must notify RainWater Harvesting Ltd Telephone Support or its authorized service representative of the defect within 14 days of becoming aware of the defect and at the latest before the expiration of the warranty period. Customers will provide appropriate assistance to Telephone Support personnel to resolve issues. If the product contains features that enable RainWater Harvesting Ltd or its authorized service representative to diagnose and repair problems with the product remotely, RainWater Harvesting Ltd may request that the Customer allow such remote access to the product.

4. Site Visits

In the event that a Customer of RainWater Harvesting Limited requires the company to check the installation of a complete system supplied by us, an expert can be made available at the customer's cost at the following rates (ex VAT):

£157.50 plus £0.47/mile (return) from our headquarters PE2 6YQ.

Site visits must be paid in full prior to our technicians will attend site. Mileage is calculated using 'Google maps' (www.google.co.uk/maps).

In the event of a return visit caused by diagnosis in the first visit of a fault in a critical item of equipment which needs replacing under warranty, the second visit is free of charge.

5. Territorial limitations to warranty

The Services are intended for the use of residents of the United Kingdom. Whilst the Company does not prohibit the use of the Services by residents outside of the United Kingdom the Company is not required to ensure that the services comply with any law other than the laws of England and Wales. If you are an international user (i.e. you are not resident in the United Kingdom) you will be responsible for complying with all local laws. In particular (but without limitation) when ordering goods for delivery overseas you may be

subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges must be borne by you.

Customs policies vary from country to country; you should contact your local customs office for further information. Please note that when ordering from the Company, you are considered the importer and must comply with all laws and regulations of the country in which you are receiving the goods. Service is available in countries of the European Union for products purchased in a country of the European Union. Outside the European Union, limited service is available from the country of purchase but the Customer will be responsible for payment of shipment and delivery of products or parts under warranty to and from the UK.

6. Exclusions

These warranties shall not apply to any defect, failure or damage caused by improper use or improper or inadequate maintenance and care after delivery. The warranty does not cover normal 'wear and tear' that occurs in normal everyday use or damage sustained by misuse or use outside the manufacturer's instructions or any costs connected with installation and fitting. RainWater Harvesting Ltd shall not be obligated under these warranties:

- a) To repair damage resulting from attempts by personnel other than RainWater Harvesting Ltd representatives to modify, repair or service the product unless directed by a RainWater Harvesting Ltd representative,
- b) To repair damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment,
- c) To repair an item that has been modified or integrated with other products when the effect of such modification or integration increases the time or difficulty of servicing the product or degrades performance or reliability,
- d) To repair damage, malfunction, or degradation of performance resulting from failure to perform user maintenance and cleaning as prescribed in published product materials,
- e) To repair damage, malfunction, or degradation of performance resulting from use of the product in an environment not meeting the operating specifications set forth in the product's user manual,

Any service identified in the above list and provided by RainWater Harvesting Ltd at the Customer's request shall be invoiced to Customer at RainWater Harvesting Ltd's then current rates for parts, labour and travel.

7. Sole Remedy

The above warranties are given by RainWater Harvesting Ltd with respect to each product and its related items in lieu of any other warranties, express or implied. Rainwater Harvesting Ltd and its vendors or representatives disclaim any implied warranties of merchantability or fitness for a particular purpose or any similar standard imposed by applicable legislation. Rainwater Harvesting Ltd's responsibility to repair, replace, or offer a refund for defective products and related items is the sole and exclusive remedy provided to the customer for breach of these warranties.

8. Respect of customer's legal rights

Some states, provinces, and countries do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state, province, or country.

9. Consequential Damages

To the extent allowed by local law, except for the obligations specifically set forth in this warranty statement, in no event shall RainWater Harvesting Ltd and its vendors be liable for any indirect, special, incidental or consequential damages (including loss of profits) whether based on contract, tort, or any other legal theory and irrespective of whether RainWater Harvesting Ltd or the vendor has advance notice of the possibility of such damages.

10. Terms and Conditions of Supply

RainWater Harvesting Limited ("the Company", "our" or "us") provides business and consumer supplies of goods (together, the "Services") through its website, by post, by personal contact during a visit to your premises or by personal contact on our premises and by telephone. By completing an order form online or placing an order by post, by phone or by personal contact you are submitting an order for the specified goods and you are accepting that your order and the contract between the Company and you are subject to these terms and conditions ("Service Terms").

These Service Terms do not affect your statutory rights.

11 The Contract

The Company must receive payment of the whole of the price for the goods that you order before your order can be accepted, and the contract formed. The Company's acceptance of your order brings into existence a legally binding contract between the Company and you which is subject to the Service Terms (the "Contract"). Any terms or conditions sought to be imposed by you in your order will not form part of the Contract.

12 Price

The price payable for goods and services that you order is as stated on the Rainwater Harvesting.co.uk website or in a quotation on company letterhead or email. The price is exclusive of VAT unless otherwise stated. You may be required to pay extra for delivery; the Company will provide details of the delivery charges applicable to your order at the time you place your order.

13 Cancellation by you

A. If you are an individual and are not buying goods on behalf of or for the purposes of a business, there are certain circumstances in which you may cancel the Contract. This right to cancel does not apply to business buyers. You:

A.1: may cancel the Contract for the goods you have ordered at any time up to the end of the period of seven (7) working days, beginning with the day after the day on which you have received the goods. You do not need to give the Company any reason for cancelling the Contract.

A2: cannot cancel the Contract where you fail to return to us the goods or if the condition of the goods has been unreasonably changed from an "as new" condition.

A3: To cancel the Contract you must notify the Company in writing as follows:

- Email: sales@rainwaterharvesting.co.uk
- By post to: Sales Department, Rainwater Harvesting Ltd

Rainwater Harvesting Ltd
Unit A Harrier Park,
Southgate Way,
Peterborough
PE2 6YQ

B. If you have received the goods before you cancel the Contract then you must send the goods back to the Company at your own cost and risk. If you cancel the Contract before you have received the goods, but the Company has already processed the goods for delivery, you must not unpack the goods when they are received by you and you must send the goods back to the Company at your own cost and risk. All goods, which are the subject of a cancelled Contract, must be returned by you at your cost and risk and as soon as possible after (and in any event within 14 days from) the date you cancelled the Contract to the Company at:

- RainWater Harvesting Limited
Unit A Harrier Park, Southgate Way
Peterborough PE2 6YQ

C. Once you have notified the Company that you are cancelling the Contract, any sum debited by the Company from your credit card or debit card will be re-credited to your account within thirty (30) days of the date you notified us of the cancellation PROVIDED THAT the goods in question are returned by you and received by the Company in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, the Company shall be entitled to deduct the direct costs of recovering the goods from any amount to be re-credited to you.

D. Any goods returned by you must be returned unused and 'as new' in their original packaging and including all manuals and components.

Rainwater Harvesting Ltd reserves the right to either refuse products or reduce credit if any goods are not in 'as new' condition.

E. All returns are subject to a 10% handling and restocking fee.

14 Cancellation of the Contract by the Company

A. The Company is entitled to cancel the Contract if:-

1. The Company has insufficient stock to deliver the goods ordered by you;
2. The Company does not deliver the goods in your area; and/or

3. One or more of the goods you ordered was listed at an incorrect price (whether due to a typographical error, an error in the Company's pricing information, as a result of taxes (including VAT) or duty changes, or for any other reason whatsoever).

B. If the Contract is cancelled by the Company, the Company will notify you by e-mail at the address given by you in your order form. Any sum debited by the Company from your credit card or debit card will be re-credited to your account within thirty (30) days of the date you placed your order. The Company will not be liable for any loss or damage you incur as a consequence of such cancellation or be obliged to offer any compensation to you.

15 Delivery of Goods To You

A. The Company will deliver the goods ordered by you to the address you gave the Company for delivery at the time you make your order. The Company is entitled to make deliveries in instalments or partial deliveries.

B. The Company will use its reasonable endeavours to deliver the goods to you and perform the services within reasonable time after your order is accepted and in any event will use its reasonable endeavours to do so within thirty (30) days of the date of your order. All delivery times quoted are estimates only, based on availability, normal processing and delivery companies. Time of delivery is not of the essence and the Company shall not be liable for any loss or damage or for any costs, charges or expenses caused by any delay in delivery of the goods.

C. You will become the owner of the goods you have ordered when they have been delivered to you provided that the Company has received payment for them. If delivery occurs before the Company has received payment for the goods title in the goods will remain with the Company until the Company has received payment for them. Once goods have been delivered to you they will be held at your own risk and the Company will not be liable for their loss or destruction.

D. You shall provide such access, assistance and co-operation as the Company and/or its authorised representatives may require for the purposes of delivering the goods. Whilst we make every effort to deliver all your goods on the agreed day, we will not be liable if we fail to do so in part or in full due to circumstances beyond our control.

16 Liability

A. All deliveries must be signed for by either the client or a suitable representative on site. Any discrepancies, or damages must be reported within 72 hours of delivery. Rainwater Harvesting Ltd accepts no liability for missing or damaged goods after this period of time.

B. If you do not receive goods ordered by you within thirty (30) days of the date on which you placed your order, the Company shall have no liability to you unless you notify the Company in writing within forty (40) days of the date on which you placed your order for the goods. Any notice to be given by you for this purpose (or for the purposes of (a) above) must be in writing and given to the Company at;

Email: sales@rainwaterharvesting.co.uk

By post:

Sales Department, Rainwater Harvesting Ltd
Unit A Harrier Park, Southgate Way, Peterborough PE2 6YQ

C. If you notify a problem to the Company under (a) or (b) above, the Company's only obligation will be, at its sole option:- to replace or deliver (as the case may be) any goods that are damaged or have not been delivered or to refund to you the amount paid by you for the goods in question.

D. Subject to C above and save as may be precluded by law, the Company will not be liable for any economic loss or loss of profit (direct or indirect) or any indirect, special or consequential loss or damage howsoever caused, or any liability arising to any third party.

E. Nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit the Company's liability to you for any death or personal injury resulting from the Company's negligence or for fraud.

17 Amendment

A. The Company reserves the right at any time (and from time to time and without notice) to make changes to the Services (including, without limitation, these Service Terms).

B. You will be subject to the Service Terms in force at the time that you use the Site and/or Services.

18 Notices

Except where expressly stated otherwise in these terms and conditions, all notices from you to the Company must be in writing and sent to the Company at:

Email: sales@rainwaterharvesting.co.uk

By post:

Sales Department, Rainwater Harvesting Ltd

Unit A Harrier Park, Southgate Way, Peterborough PE2 6YQ

All notices from the Company to you will, at the Company's discretion be displayed on the Site or be sent to you in writing by email or by post (in each case at the address you gave to the Company when placing your order).

19 Personal Data

A. The Company shall be entitled to process your data in accordance with the terms of our Privacy Policy. The Privacy Policy can be located [here](#).

B. You undertake that all details you provide to the Company for the purpose of ordering goods are true and correct, that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the goods ordered.

20 General

A. If any term or condition of the Service Terms is deemed invalid, void, or for any reason unenforceable, that term or condition will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions.

B. The rights and remedies of the Company shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time. The waiver by the Company of any breach of the Terms shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

C. The Company will not be responsible for any delay or failure to comply with any of its obligations (whether set out in the Terms or otherwise) if the delay or failure arises from any cause which is beyond our reasonable control.

D. A person who is not a party to the Contract between us has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

21 Jurisdiction

The Contract (including the Service Terms) is governed by and shall be construed in accordance with English law.

Disputes arising in connection with the Contract (including the Service Terms) shall be subject to the non-exclusive jurisdiction of the English courts.