Online Terms for the Supply of Goods

EPH CONTROLS LIMITED

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1 About us

We are **EPH CONTROLS LIMITED** a company registered in Ireland (under company registration number: 261542) whose office is located at South Link Road, Cork City, T12 F753, Ireland.

Our VAT number is: IE8261542Q

2 How to contact us

You may contact us by telephoning 00353 21 4346238 or by emailing us at webshop@ephcontrols.com

3 These terms

3.1 These terms apply to any purchases you make on our website. Please read these terms carefully before you place any orders on our site, as they set out important information about your and our rights and obligations. Please note that you must agree to these terms before you place your order.

3.2 For the purposes of these terms, you are a 'consumer' if you are buying products from our site as an individual for purposes wholly or mainly outside of your trade, business, craft or profession. You are a 'business customer' if you are buying products from our site for purposes relating to your trade, business, craft or profession, including where you are a sole trader, plumber, heating engineer, electrician or other tradesperson purchasing spare parts for use in the provision of services to your own customers. If you are uncertain which category applies to you, please contact us before placing your order. Some terms only apply to your order if you are a consumer and other terms only apply to your order if you are a business customer, so please make sure you read these terms carefully.

3.3 Any reference to '**we**', '**us**' or '**our**' in these terms is to EPH Controls Limited, and any reference to '**you**' or '**your**' is to the person placing an order on our site.

3.4 You must be at least 18 years old and a resident of Ireland to place an order on our site. If you are a business customer placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.

3.5 We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.

3.6 Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.

3.7 Your use of our site is governed by our website terms of use, a copy of which can be found on our website. Please read our website terms of use carefully before using our site.

4 Orders

4.1 Please check your order carefully and correct any errors before you submit it to us.

4.2 After you place your order, we will send you an acknowledgment email to let you know that we have received your order. This does not mean that your order has been accepted by us. Your order is an offer to buy products from us on these terms.

4.3 Acceptance of your order by us takes place when we dispatch your order to you, at which point a legally binding contract is formed between you and us on these terms. We will send you a shipping confirmation email to let you know once your order has been dispatched.

4.4 If we do not accept your order, for example because the products are unavailable or there has been a mistake regarding the pricing or description of the products, we will email you using the details you provided when you placed your order. We have the right to reject any order for any reason.

5 Availability

All orders are subject to availability. We cannot guarantee that any product will be available at any given time. In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop selling certain products. If this happens and it affects your order, we will notify you by email, cancel your order and provide you with a full refund (including any delivery costs) if payment has already been taken.

6 Making changes to your order

If you would like to make any changes to your order after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to change your order.

7 Product descriptions

7.1 Descriptions of our products are set out on our site.

7.2 Please read the product description carefully. Pictures and images of the products or their packaging on our site are for illustration purposes only. Your products and their packaging may vary slightly from those pictures or images.

7.3 We cannot guarantee that the colours displayed on your device will match exactly the appearance of your products. The colours of the products displayed on our site may vary depending on what device you are using and your settings.

8 Use restrictions and Branded Merchandise

8.1 If you are a consumer, you must use our spare parts only for domestic and personal use. You must not use our spare parts for commercial, business or resale purposes.

8.2 If you are a business customer, you may use our spare parts in connection with the installation, repair and maintenance of our heating controls for your own customers in the ordinary course of your trade. You must not purchase spare parts for the purpose of resale as standalone products without our prior written consent.

8.3 Where you purchase branded merchandise from our site (including but not limited to clothing, accessories and promotional items), the following applies:

(a) Prices for merchandise are set out on our site and include VAT at the applicable rate.

(b) Merchandise is sold subject to availability. As some merchandise items are produced in limited quantities, we cannot guarantee continued availability.

(c) If you are a consumer, your cancellation and refund rights under clause 13 apply in full to merchandise purchases, subject to the condition that merchandise must be returned in its original, unworn and unused condition with all original tags attached.

(d) Branded merchandise must not be purchased for the purpose of commercial resale. You may however gift merchandise to others.

9 Prices

Prices for our products are set out on our site. All prices are in Euros and include VAT at the applicable rate, but exclude delivery charges. For information on delivery options and costs please contact us either by phone or by email: 00353 21 4346238 or by emailing us at webshop@ephcontrols.com

9.1 Prices for our products and delivery charges may change at any time. Except as set out in clause 9.3 below, such changes will not affect existing orders.

9.2 If there has been an error on the site regarding the pricing of any of our products and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

10 Payment

10.1 We accept the following credit cards and debit cards: Visa, Mastercard, American Express, Discover. We also accept Apple Pay and Google Pay**.** All credit card and debit card payments need to be authorised by the relevant card issuer. Payments are processed by Stripe and are subject to the terms and conditions of those respective service providers.

10.2 We will take payment from your card when your order is ready for dispatch. If the payment is unsuccessful, we will try to contact you using the contact details you provided when you placed your order. If we are unable to contact you, we will cancel your order and notify you by email.

11 Delivery dates and costs

For information on delivery options and costs, please call us on 00353 21 4346238 or contact us by emailing us at webshop@ephcontrols.com and you will be given available delivery options to choose from when you place your order. We currently deliver to addresses in the Republic of Ireland only. We do not deliver to Northern Ireland, Great Britain or any address outside the Republic of Ireland.

11.1 Your order will be delivered on the selected delivery date or within the delivery period specified, depending on the delivery option you chose when you placed your order. We will deliver your order within 30 days of the shipping confirmation email unless otherwise agreed between you and us.

11.2 Any delivery dates stated during the order process, or in your order acknowledgment or shipping confirmation emails, are estimates, unless we have agreed a specific delivery date with you.

11.3 We will do all that we reasonably can to deliver your order within the delivery period or on the delivery date agreed with you. If your delivery is delayed, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur if delivery is delayed because of circumstances beyond our reasonable control (for example, severe weather, accidents or unpredictable traffic delays).

12 Delivery

12.1 We will deliver your order to the address specified by you when you placed your order.

12.2 If no one is available to take delivery, we will follow the delivery instructions you provided to us (eg leaving it in a specified safe location or delivering it to a neighbour or nearby business). If a further delivery attempt is unsuccessful OR we are unable to follow your delivery instructions, we will notify you by email, cancel your order and refund you the price of the products (but not the delivery charge).

12.3 Please examine the products as soon as reasonably possible after delivery and notify us of any fault or damage as soon as reasonably possible.

12.4 Once your order has been delivered to your address or in accordance with the delivery instructions you provided to us, the risk in the products passes to you and the goods are classed as having been 'delivered'. This means that you are responsible for the products and we are not liable to you if the products are stolen or damaged after they have been delivered to you. This does not affect your legal rights if the products are faulty or misdescribed. Ownership of the products passes to you once you have paid for them in full.

13 Consumer cancellation rights

This clause 13 only applies to you if you are a consumer.

13.1 Under the Consumer Rights Act 2022 and Part 5 thereof, you have 14 days from the date on which you, or a third party nominated by you, takes physical possession of the products, to change your mind and cancel your order without giving any reason. You must notify us of your decision to cancel within this 14-day period.

13.2 Please note that the right to cancel does not apply to:

13.3 (a) products which have been used, damaged or are no longer in a re-saleable condition after delivery; or

13.4 (b) any order placed by a business customer.

13.5 If we do not provide you with the required information about your right to cancel, your right to cancel will be extended by 12 months from the date it would otherwise have expired. As above, you have 14 days from the date you take physical possession of the products to change your mind and cancel your order.

13.6 We will provide you with a full refund (including basic delivery charges) as soon as possible and in any event within 14 days of cancellation, using the same payment method you used when you placed your order, without any additional charges or fees. If you cancelled before you received any products, we will issue the refund no later than 14 days after the day on which you told us that you want to cancel. If you have sent products back to us, we will issue the refund no later than 14 days after the day we receive the products back from you or, if earlier, 14 days after the day you provide us with evidence that you have sent the products back.

13.7 If you have already received your order, you must return the products to us within 14 days of telling us that you want to cancel your order. The deadline is met if you send the products back to us before the 14-day period has expired. We strongly recommend that you get proof of postage. We may withhold the refund until we have received the products back from you or until you have provided us with evidence that you have sent the products back (whichever is earlier).

13.8 Products must be returned to us in a new and unused condition and, to the extent possible, in their original packaging. We may make a deduction from the refund amount if you have handled the product in a way that has diminished the value of the product, if such handling was beyond what is necessary to establish the nature, characteristics and functioning of the products. You are responsible for the products while they are in your possession.

13.9 Unless your products are faulty or misdescribed, you are responsible for the cost of returning the products to us.

14 Faulty products—consumers

This clause 14 only applies to you if you are a consumer.

14.1 The products that we provide to you must be as described, fit for purpose and of satisfactory quality. Under the Consumer Rights Act 2022, we are under a legal duty to supply products that are in conformity with our contract with you. This means that the products must meet both the requirements specifically agreed between you and us (subjective conformity) and the standard that you would reasonably expect from products of the same type (objective conformity).

14.2 During the expected lifespan of your product, you are entitled to the following remedies under the Consumer Rights Act 2022:

14.2.1 Repair or replacement: If the products are not in conformity with the contract, you are entitled to have the products repaired or replaced by us, at no cost to you, within a reasonable time and without significant inconvenience to you.

14.2.2 Price reduction or refund: If repair or replacement is impossible, disproportionate, or cannot be completed within a reasonable time, you are entitled to a reduction in the price or a full refund. A full refund will be provided where the lack of conformity is serious.

14.2.3 Presumption of non-conformity: If the products are not in conformity with the contract and the lack of conformity becomes apparent within 12 months of delivery, it will be presumed that the lack of conformity existed at the time of delivery, unless we can

prove otherwise or unless this presumption is incompatible with the nature of the products.

This is a summary of some of your key rights under the Consumer Rights Act 2022. They are in addition to your cancellation rights set out in clause 13 above. For more detailed information on your rights as a consumer in Ireland, visit the Competition and Consumer Protection Commission (CCPC) website at www.ccpc.ie or call 01 402 5555.

14.3 If your products are faulty or misdescribed, please contact us as soon as possible.

15 **Faulty products—business customers**

This clause 15 only applies to you if you are a business customer.

15.1 All of our products (excluding merchandise type products for which we do not provide a warranty) carry a minimum 2 year warranty, and some carry a 5 year warranty. A product carrying a 5 year warranty can be identified in our catalogue as bearing the “5 year warranty” logo (**Warranty Period**) and they shall:

15.1.1 conform in all material respects to their product descriptions on the site;

15.1.2 be free from material defects in design, material and workmanship; and

15.1.3 be of satisfactory quality within the meaning of within the meaning of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act 1980.

15.2 As your sole and exclusive remedy, we will (at our option) repair or replace or refund any products that do not comply with clause 15.1, provided that:

15.2.1 you notify us by email to webshop@ephcontrols.com within the Warranty Period in the case of defects discoverable by a physical inspection, or in the case of latent defects, within 3 months from the date on which you became aware (or should reasonably have become aware) of the defect;

15.2.2 you provide us with sufficient information as to the nature and extent of the defects;

15.2.3 you give us a reasonable opportunity to examine the defective products; and

15.2.4 you return the defective products to us at your expense.

15.3 Except as set out in this clause 15, we give no warranties and make no representations in relation to the products, and all warranties and conditions (including the conditions implied by sections 13 to 15 of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act 1980), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

16 **Events beyond our control**

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

17 **Our liability to consumers**

This clause 17 only applies to you if you are a consumer.

17.1 If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

17.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

17.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

18 **Our liability to business customers**

This clause 18 only applies to you if you are a business customer.

18.1 Subject to the below, our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total price paid for the products giving rise to the claim.

18.2 We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

18.2.1 consequential, indirect or special losses; or

18.2.2 any of the following (whether direct or indirect):

(a) loss of profit;

(b) loss of opportunity;

(c) loss of savings, discount or rebate (whether actual or anticipated); or

(d) harm to reputation or loss of goodwill.

18.3 Nothing in these terms will limit or exclude our liability for:

18.3.1 death or personal injury caused by negligence;

18.3.2 fraud or fraudulent misrepresentation; or

18.3.3 any other losses which cannot be excluded or limited by law.

19 Your information

Any personal information that you provide to us will be dealt with in line with our **Privacy Policy** available here: https://www.ephcontrols.com/cookie-and-privacy-policy which explains what information we collect and hold about you, and how we collect, store, use and share such information. This information includes that information shared with our payment processors (Stripe, and Google Pay). Our Privacy Policy is issued in compliance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Data Protection Acts 1988–2018 as administered by the Data Protection Commission in Ireland.

20 Complaints

20.1 If you are unhappy with us or the products you ordered, please contact us at webshop@ephcontrols.com or by writing to us at EPH Controls Limited, South Link Road, Cork City, T12 F753, Ireland.

If you are a consumer, our Complaint Handling Policy is available on request – please contact us either by telephone or email: 00353 21 4346238 or by emailing us at webshop@ephcontrols.com

20.2 If you are a consumer and your complaint cannot be resolved in accordance with our Complaint Handling Policy or you are unhappy with the outcome, you may seek to resolve the dispute through alternative dispute resolution (ADR). ADR is a process for resolving disputes without going to court and is provided for under the European Union (Alternative Dispute Resolution for Consumer Disputes) Regulations 2015 (S.I. No. 343 of 2015). For cross-border disputes (where you are based in another EU country), you may also contact the European Consumer Centre Ireland (ECC Ireland) at www.eccireland.ie. You can also contact the Competition and Consumer Protection Commission (CCPC) at www.ccpc.ie or call 01 402 5555 for advice and information about your rights.

20.3 If you do not wish to use ADR or are unhappy with the outcome, you can still bring court proceedings in the Irish courts. For disputes under €2,000 you may use the Small Claims Procedure at www.courts.ie

21 Governing law and jurisdiction

21.1 If you are a consumer, the laws of Ireland apply to these terms. You will also retain the benefit of any mandatory protections given to you by the laws of your country of residence. Any disputes will be subject to the non-exclusive jurisdiction of the courts of Ireland. Nothing in this clause affects your right to bring proceedings before the courts of your country of residence..

21.2 If you are a business customer, these terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of Ireland. You and us both irrevocably agree that the courts of Ireland will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

22 General terms

22.1 You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

22.2 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.

22.3 If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.

22.4 If you are a business customer, any variation to these terms will not be binding unless expressly agreed in writing between you and us.

22.5 If you are a business customer, you and we both agree that these terms constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms. Nothing in this clause shall exclude or limit liability for fraudulent misrepresentation. Any claim for misrepresentation shall be determined in accordance with the laws of Ireland.