

Terms and conditions of Sale

At Rointe we want to offer you a satisfactory and safe shopping experience. For this reason, we provide you with complete information about the transaction you are about to make.

We strive to guarantee an experience committed to the rights of our users and customers, which is why we recommend that you read these terms carefully before finalising the purchase and ask us for any additional clarification you think you may need.

WE GUARANTEE YOUR TRUST

These General Conditions, together with any Special Conditions that may be established, regulate the legal relationship derived from the purchasing processes formalised by us, INDUSTRIAS ROYAL TERMIC, S.L., and the users of our online shop provided through the Rointe.com site and associated links: rointe.com/uk/, rointe.ie, rointe.com/fr/, rointe.com/pt/, rointe.com/ru/ and rointe.com/nl/, and may be contracted by any user as long as they comply with all the terms stipulated in these Conditions and in the particular conditions of the different domains.

This document is available at all times for reading and printing on this website, facilitating the request to download it from here, as established by R.D. 1906/1999, regulating Telephone or Electronic Contracting and Law 7/1996, on the Regulation of Retail Trade (modified by Law 47/2000, of 19 December) as applicable to the provisions on distance sales in articles 38 and following.

Details of the seller:

Legal responsible: Industrias Royal Termic, S.L.

Commercial (trading) name: Rointe

Company number: ESB30537211 / FC028985

UK establishment number: BR010463

Address: Polg. Vicente Antolinos, Calle E Parc.43 C.P. 30140 Santomera (Murcia).

Commercial Register data: Region: Reg. Mer. de Murcia Volume: 1271 Book: 0
Section: 8^a Folder: 104 Sheet: MU 22737 Date: 14.02.97

OBJECT

The present contracting conditions govern the relationship between INDUSTRIAS ROYAL TERMIC, S.L. and customers who purchase products through its websites.

These terms will be binding from the moment any of the products or services offered on the Rointe website are contracted.

The main characteristics of each product are described in their corresponding files or sections. (Characteristics, price, offers, discounts, etc.).

The offers will be duly marked and identified as such, conveniently indicating the previous price and the price of the offer.

CHARACTERISTICS OF THE PRODUCTS OFFERED

This website offers heating products:

- Radiators
- Electric towel rails
- Electric water heaters
- Electric underfloor heating
- Accessories for these systems

Additional services:

- Electric heating project services

Rointe is not obliged to compensate the user or third parties for the consequences of the use of its products, whether direct or indirect damage nor is it responsible for the materials with which our products are made.

All our products must be installed and operated strictly in accordance with our guidelines, which should take priority over all other information and advice. A failure to do so may compromise your safety and invalidate any guarantee that comes with the product.

In all orders, the invoice corresponding to the order will be enclosed in the package or envelope. If for any reason you cannot find the invoice with the shipment, you must inform Rointe and we will send it to you by email.

In the UK and IE, customers can purchase certain products and accessories from certain vendors. If you have ordered from one of these vendors and are missing the invoice, please contact the vendor directly.

PURCHASE VALIDATION

Once the purchase has been made and as soon as possible (within 24 hours of the purchase), Rointe will send **an order confirmation by e-mail**. If you do not agree with the data included in this confirmation, you may request **the modification of the same or the cancellation of the contract**.

In any case, the communication must be made within 24 hours of the order confirmation, by email: info@rointe.com and provided that the order has not been dispatched.

DELIVERY TIME

Deliveries will be made once your order has been confirmed and payment has been made in the manner described in "Payment Methods".

Before this, we will send you an email with the confirmation of your purchase, assigning you an order number.

At Rointe we take care of our products to guarantee their high quality and our delivery times will be as short as possible, bearing in mind that delivery times may vary depending on the order, the location of the shipment and the transport agency that carries out the shipment.

In the UK and IE, customers can purchase certain products and accessories from certain vendors or some accessories or special products directly from Rointe.

For reference:

Spain: The estimated delivery time is between 1 and 6 days.

UK & IE (including third-party vendors, dispatch from UK warehouse and dispatch from Spain): Estimated delivery time is between 3 -14 working days.

For special or custom-made products e.g. DESIGNLINE: Up to 4 weeks and no more than 6 weeks.

Orders will be considered delivered once the customer signs the document of receipt of goods. It is the customer's responsibility to check the condition of the package and any possible anomalies due to damage to the material or if the contents do not correspond to the delivery note.

The delivery will be made to the address and to the holder provided in the purchase process. Before you place your order, we will inform you of the expected delivery details during the checkout process.

If you do not receive the order within the maximum legal period of 15 days from the confirmation of the order, you can contact Rointe by sending an email to: info@rointe.com.

Occasionally, the transport company returns the orders to our facilities that have not been able to be delivered, because the recipient of the order is absent from the postal address indicated on the package, or the postal address is incorrect and the user not been able to be contacted by any means. In these cases, our company notifies the user of this incident, to process a new shipment with the confirmed correct postal address. In case of a new shipment, we will contact the customer in case there are additional charges.

In the event that the user does not respond to our notices, we will keep the package in our facilities for a maximum of 6 months. After this period, the package will be returned to our warehouse and no refund or replacement is possible.

In the case of a new shipment due to an error in the customer's address, the shipping costs will be charged again.

SHIPPING COSTS

Shipping costs are free of charge in Spain, the United Kingdom and Ireland.

In Portugal and France, the costs are calculated on the basis of an estimate and you will be informed before finalising your purchase.

PAYMENT TERMS AND CONDITIONS

The user/purchaser agrees to pay Rointe for the products purchased in the accepted forms of payment and for any additional amount (including taxes and late payment charges, as applicable).

Accepted methods of payment:

Credit/debit card via Redsys POS.
Allowed cards are Maestro, MasterCard and Visa.

No other method of payment is accepted.

Payment is always in advance, of 100% of the order and will be shipped upon confirmation of payment.

VALIDITY OF PRICES AND OFFERS

The products and services offered on our websites, and the prices thereof will be available for purchase for as long as they are in the catalogue of products displayed on the website. Users are requested to access updated versions of the website in order to avoid errors in prices. In any case, orders in process will maintain their conditions for 7 days from the moment of their formalisation.

All prices include value added tax (VAT) where applicable at the applicable current rate.

RETURNS AND CANCELLATION OF PURCHASES

Withdrawal is the right of a consumer of a good to return it to the trader within a legal period, without having to claim or give any explanation for it or suffer a penalty.

The commercial withdrawal period is 14 days from the time of receipt of the product.

We have a form to manage your returns in your customer account. You can request cancellation or refund at <https://rointe.com/uk/my-account/orders/> tab "VIEW" of each country. If applicable, please send the request form to info@rointe.com.

Returns:

The maximum period to receive the amount of a refund is 14 calendar days, by the method of payment used in the order. If after that date you have not received the amount of an accepted return, please contact us by email devoluciones@rointe.com for Spain, Portugal and France and returns@rointe.co.uk for UK and IE.

To be eligible for a return, the item must show no signs of use and must be in the same condition in which you received it. It must also be in its original packaging.

Non-returnable products:

- Gift cards
- Downloadable software products
- Made to order or specially manufactured items, such as the DESIGNLINE range

To complete the return of products purchased through the portal <https://rointe.com> the customer must complete the following steps:

1. Access <https://rointe.com/uk/my-account/> with your username and password.
2. In the "Orders" section, click on the "view" button of the product you wish to return.
3. Fill in the return form, attaching proof of purchase of the product.

The right of withdrawal may not be exercised in the following cases:

- The product or the packaging is in poor condition.
- The product is not complete, is missing accessories or is tampered with and/or broken.
- Instructions or other documentation is missing.
- Proof of purchase and delivery note is missing.
- Products with obvious signs of use and handling.
- Any item that is not in its original condition, is damaged or missing parts for reasons beyond the company's control.
- Any product that is returned more than 14 days after shipment.

Refund of monies

Once we receive the return, it will be inspected and we will send an email to notify you that we have received the return. We will also notify you of the approval or rejection of the requested refund.

If the return is approved, the refund will be processed and the amount will be refunded using the original payment method.

GUARANTEE AND REPLACEMENT

The guarantee of the articles marketed by Rointe is 2 years or private users as provided for by Law 23/2003 of 10 July 2003 on Guarantees in the Sale of Consumer Goods, a period that will be modulated according to the nature of the product in question. The consumer and user must inform the seller of the lack of conformity within two months of becoming aware of it.

Our guarantee covers any defect in the product that becomes apparent within a defined period. Please consult guarantees in the product page of the rointe.com online shop, the product manuals and instructions, the existence and conditions of after-sales services and commercial guarantees. All articles marketed by Rointe are guaranteed as to their quality.

The guarantee shall be void in the event of defects or deterioration caused by external factors, accidents, in particular electrical accidents, wear and tear, improper washing and use not in accordance with the instructions in the Supplier's manual.

The guarantee shall not apply to apparent defects and defects of conformity of the product, for which any claim must be made by the user concerned within 7 days of delivery of the products. The guarantee shall not cover products damaged by improper use.

The images on the website are not contractual, but as close as possible to the finished product due to the multitude of variants that products can undergo due to customisation. The guarantee does not include the lack of accuracy of the product received with respect to the image displayed on the website.

The guarantee will only be effective on the presentation of an invoice or proof of purchase, which must be dated the day of purchase, with the commercial reference of the product in question. Any complaint must be dealt with by ROINTE's after-sales service at the following e-mail address support@rointe.co.uk or on the following telephone number 0203 321 5929.

ROINTE is entitled to authorise a third party professional to carry out repairs under guarantee. The responsibility for the technical expertise and repair work remains with the latter, who will determine, and this report is binding on the parties, whether the product is indeed defective, the method of repair if necessary and above all the effective validity of the guarantee.

The guarantee is limited only to the replacement or repair of the defective product. If this proves necessary, then the expertise of the official technical services is binding. In case of replacement of the defective part or of the complete appliance, the costs of transport, disassembly and assembly are excluded from the guarantee. Any compensation for damages is excluded.

Damage caused by the after-sales service during the repair or replacement of a product shall be repaired or replaced by the latter at no charge to ROINTE.

The guarantee only covers products that have been subject to normal use in the conditions of use for which they are intended. The guarantee does not apply in the event of unforeseeable circumstances or force majeure.

The duration of the guarantee starts from the date of purchase by the user.

DISCOUNTS AND PROMOTIONS

Sometimes, we create codes so that you can get a Rointe product with a discount.

To apply the discounts, all you have to do is enter our online shop and buy the product to which the code is associated. During the purchasing process, you will be given the option to include the promotional code before making the payment, and once entered, the discount will immediately be applied to the article.

For full general terms and conditions of promotions, please visit <https://rointe.com/uk/general-terms-promotions/>:

COMPLAINTS

Complaints made for any circumstance and products marketed by ROINTE must be made in such a way that there is full proof of the fact, and must be sent through the official channels provided by ROINTE for this purpose. (<https://rointe.com>, info@rointe.com, +44 (0)203 321 5929).

Once the complaint has been received, ROINTE undertakes to resolve the complaint as soon as possible, taking into account the content and context of the complaint.

The user may make claims by sending an e-mail to info@rointe.com indicating their name and surname, the product purchased and stating the reasons for their claim. Please include the following information:

To the attention of: INDUSTRIAS ROYAL TERMIC, S.L.

E-mail: info@rointe.com

Address: POLG. VICENTE ANTOLINOS, CALLE E PARC.43 C.P. 30140 SANTOMERA (MURCIA).



The product:

Purchased on the day:

User's name:

User's address:

Signature of user (only if submitted on paper):

Date:

Reason for complaint:

Rointe is responsible for the free collection of the product in the case of returns of defective products under guarantee, once the technical department has verified that the product is within the assumptions that apply to the guarantee. For any other type of return, the user will be responsible for the payment of the shipping costs of the item. Shipping costs are non-refundable.

Rointe is not responsible for any loss or misplacement during the process of returning the returned product.

The refund will be made within 14 calendar days from the date on which we approve your return.

CONFLICT RESOLUTION PLATFORM

In case you are interested in submitting your complaints, you can also use the dispute resolution platform provided by the European Commission, which is available at the following link: <http://ec.europa.eu/consumers/odr/>.

AFTER-SALES SERVICE

We have an after-sales service to solve any problem with our products or shipments through which we offer the fastest and most efficient resolution for our customers.

To contact us or ask us any question or complaint, the customer can use any of the following means:

* Telephone: (+44) 0203 321 5929

* E-mail: support@rointe.co.uk

(M to F from 8:00 to 17:00).

LIMITATION OF LIABILITY

Rointe® reserves the right to modify and update the information contained on its websites, its configuration and presentation, access conditions, contracting conditions, etc., at any time and without prior notice. Therefore, the USER must access updated versions of the page periodically.

The user is solely responsible for maintaining the confidentiality and security of your customer account and for all activities that occur on your account once it has been created and delivered by Rointe.com. The user undertakes to immediately notify Rointe.com of any breach of security of your account.

Rointe will not be responsible for any loss derived from the improper or unauthorised use of your account.

The user is solely responsible for maintaining the confidentiality of your password and is solely responsible for all activities resulting from the use of your password on the pages developed by Rointe.com.

You agree to hold Rointe.com harmless from claims, losses, expenses, damages and costs (including direct, incidental, consequential, punitive, exemplary and indirect damages), and reasonable attorneys' fees resulting from any breach by you/buyer of these terms, whether or not considered material or immaterial; the use or misuse of the Services by you or anyone acting on your behalf or using your account on Rointe.com, or for any material or immaterial violation of any right, title or interest of any third party.

In no event shall Rointe be liable for any breach of contract by you, negligence with respect to the site, the service or any content, for any loss of profits, loss of use, or actual, special, indirect, incidental, punitive or consequential damages of any kind arising out of your misuse of the tools provided.

Our sole liability shall be to supply the product under the terms and conditions expressed in this contracting policy.

Rointe will not be liable for any consequence, damage or harm that may arise from the improper use of the products supplied.

JURISDICTION AND APPLICABLE LAWS

These Terms of Use are governed by Spanish law. These Conditions of Use are subject to the provisions of Law 7/1998, on General Contracting Conditions, to Royal Legislative Decree 1/2007, on Consumers and Users, to Royal Decree 1906/1999, which regulates Telephone or Electronic Contracting, to Law 7/1996, on the Regulation of Retail Trade, and to Law 34/2002, on Information Society Services and Electronic Commerce.

In accordance with Article 29 of Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce, contracts concluded electronically in which a consumer is a party shall be presumed to have been concluded in the place where the consumer has his or her habitual residence.

Electronic contracts between entrepreneurs or professionals and users shall be presumed to have been concluded at the place where the service provider is established. In the event of any dispute arising from these general terms and conditions and for the resolution of conflicts, the parties submit, at their free choice, and waiving any other jurisdiction, to the courts and tribunals of the User's domicile.