

**iHelios** **LIVING**  
REINVENTED

## **Sales Terms & Conditions**

## Sales Term and Condition

### I. Definitions for the purposes of this document:

- Acknowledgement – written confirmation from iHelios Limited. accepting the Order (including any installation and/or delivery instructions).
- ‘iHelios’ – ‘iHelios’ – ‘iHelios Limited.’ – is a company registered in England and Wales under number \_\_\_\_\_ whose registered office is at The Old Brass Foundry, Hull, HU2 9AE.
- Client – the person firm or company entering into an agreement with iHelios Limited.
- Delivery Acceptance Note – the document signed by the Client to acknowledge receipt of the products in accordance with the Order.
- Order – the order for products requested by the Buyer.
- Terms – these General Terms and Conditions of Sale
- Website – the website at [www.iHelios.co.uk].

### II. Agreement

- 2.1 The contract to deliver products comprises the Order, Acknowledgement, and these Terms.
- 2.2 A legally binding contract is made only upon iHelios’s acceptance of the Order by way of an Acknowledgement.
- 2.3 All prices are net prices unless otherwise stated, and VAT at the standard rate and carriage costs are displayed clearly upon the Contract document and subsequent invoicing.
- 2.4 iHelios may change these Terms from time to time by publishing a new version on the Website.
- 2.5 iHelios may change these Terms from time to time by publishing a new version on the Website.
- 2.6 Any changes to these Terms will apply to Orders entered into at any time following the time of the changes, but will not affect any Order made before the time of the relevant change.
- 2.7 Any amendments made to the Order or the Terms must be agreed upon by both parties in writing.
- 2.8 Any products purchased on the Client’s credit account, under instruction by an identifiable Client user account on the Website. User accounts are only available to members of the Client’s staff over the age of 18.

### III. Title and Risk

- 3.1 Any products that are purchased by the Client through iHelios.co.uk will be at the Client’s risk from the time that they come into the Buyer’s or Client’s physical possession, or into the physical possession of a person delegated by the Client.
- 3.2 Ownership of the product(s) will transfer to the Buyer upon full payment for the products.

### IV. Representations

- 4.1 The Client represents that:
  - a) the Client is legally capable of entering into a binding contract;
  - b) the Client has full authority, power, and capacity to agree to these terms and conditions on behalf of the Client;
  - c) All the information that the Client provides to iHelios in connection with the Order and account is true, accurate, complete, and non-misleading;
  - d) The Client will be able to take delivery of the products in accordance with these Terms and iHelios’s delivery policy.

#### **4.2 iHelios warrants that:**

- a) iHelios has the right to advertise the products that are made available on the Website;**
- b) The products advertised are sold free of any additional charge, tax, or penalty not specified within these terms or the contract document;**
- c) The products purchased will, subject to clause 7.2 below, correspond to the description published on the Website and will be of satisfactory quality.**

#### **V. Shipping**

**5.1 Any Order will be shipped only to UK mainland addresses.**

**5.2 iHelios will use reasonable endeavors to deliver the products or services ordered within 3 working days of the written order acknowledgment. However, delivery times are not binding unless otherwise agreed, in writing, by both parties.**

**5.3 For the Client's security, iHelios will only distribute to an address directly related to the Client.**

**5.4 The Client will be required to select and confirm the delivery information for the Order. iHelios is not liable for any mis delivery or issues arising from incomplete or inaccurate address information provided by the Client.**

**5.5 The Client must provide adequate resources to sign for and unload the delivery. All deliveries must be signed for by someone over the age of 18.**

**5.6 Upon delivery of the Order (unless otherwise agreed), iHelios will issue an invoice for the full amount plus delivery charges payable within the credit terms outlined on the invoice.**

**5.7 The Client is liable for any charges associated to failed or refused delivery, mis delivery and redelivery except in the case of iHelios's fault or by reason of force majeure. iHelios also reserves the right to charge the actual costs of redelivery, even where the initial delivery was free of charge.**

#### **VI. Return of Products**

**6.1 If for any reason the Client wishes to cancel an Order in accordance with this clause 6.1, prior to dispatch and/or delivery, the following shall apply:**

**a) Before dispatch – If the Client cancels the Order in writing before dispatch, there will be a charge for restocking of the warehouse (£10.00 or 20% of the value of the Order (whichever is greater)).**

**b) After dispatch and not yet delivered –restocking charge of £10.00 or 20% of the value of the Order (whichever is greater) plus the delivery charge applied by the carrier.**

**6.2 The Client may return any products within 14 days of the date of the Delivery Acceptance Note.**

**6.3 iHelios must be informed in writing within 14 days of the Delivery Acceptance Note of the intention to return the products.**

**6.4 Returned products can only be accepted if they are returned new and unused with all labels, tags, and wrapping intact.**

**6.5 Any returned items shall be inspected and where it is possible to return the items to stock, restocking of the warehouse fee is applicable (£10.00 or 20% (whichever is greater). Any products that are deemed damaged or diminished in value to the point where resale is not possible, iHelios will recover such amount by deduction from any refund due or the Client will be required to pay the amount necessary.**

**6.6 iHelios is not liable for any charges associated with the return of a canceled order or returned products save where the products are returned in accordance with clause 7.3.**

**6.7 iHelios will refund any payments made against the returned products within 28 days of the receipt of the returned products, excluding the delivery charge (where applicable) and after any deductions under clause 6.5 above.**

## **VII. Quality**

**7.1 It is the Client's responsibility to check the quantity and quality of the Order and raise any issues within 2 working days of the receipt of delivery.**

**7.2 Although product information is regularly updated, iHelios is unable to accept liability for any incorrect information which is stated on the website.**

**7.3 In the event of a discrepancy or error in the Order, the Client may return the products or may notify iHelios of the return of all or part of the Order. For that purpose, the Client shall coordinate the return of the products with iHelios via email and arrange to return the products in accordance with clauses 6.2 to 6.7 (inclusive) above. If the Client chooses to keep the products, this will imply the goods are satisfactory and that the Client accepts any discrepancies and waives any future right to make any claim for a refund or otherwise.**

## **VIII. Orders & Payment**

**8.1 All prices are exclusive of VAT unless otherwise stated.**

**8.2 A valid payment must be provided for all Orders.**

**8.3 iHelios will refuse to carry out the Order in the absence of a valid, completed payment.**

**8.4 Unless otherwise agreed, an Order will be delivered in one delivery and a Delivery Acceptance Note must be signed by the Client.**

**8.5 A final invoice will be issued for the full contract amount, plus any agreed delivery charges.**

**8.6 Unless otherwise agreed, the company will charge added interest on all overdue invoices at the APR of 8% above the Bank of England base rate.**

**8.7 In the event of any disputes, relating to quantity or quality issues, these must be submitted to iHelios in accordance with clause 7.1. If no issue or dispute is raised during this period, then any disputes raised after this time will not be considered.**

**8.8 Invoice queries must be submitted in writing to iHelios within 14 days of the invoice date. If no query is raised during this period, then any disputes will not be considered.**

## **IX. Liability**

**9.1 iHelios's liability under this contract shall be capped in the aggregate to the charges paid by the Client for the Order provided, save that nothing shall limit either party's liability for any personal injury or death.**

**9.2 iHelios shall not be liable to the Client for any indirect, consequential or economic losses including, but not limited to, loss of profit.**

## **X. General**

**10.1 This agreement shall be construed in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.**

**10.2 In the event of any dispute arising under this contract, the parties shall use all reasonable endeavours to resolve the dispute and shall, in advance of the issue of legal proceedings, consider alternative dispute resolution including, but not restricted to, mediation.**

**10.3 iHelios may transfer or assign the contract under these Terms.**

**10.4 The Client may not transfer or assign the contract under these Terms.**





YEAR 2023

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**iHelios** LIVING  
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