Hietakari-Yhtymä Oy

GENERAL TERMS OF DELIVERY B2C (CONSUMERS)
v.2.1

These general delivery terms apply to the commercial relations between Hietakari-Yhtymä Oy and its consumer customers. In all its operations, the company complies with general regulations and recommendations related to consumer trade, advertising and marketing.

1 § Ordering, payment and order confirmation

Products are ordered from the marketplace or alternatively by phone or email. While ordering, the customer provides his or her contact information and the address to which the order will be delivered. The value of the order (products and any freight and delivery costs) shall be paid in full by credit card, online payment or proforma invoice in connection with the order.

The aim is to process the order within two working days of placing the order. After processing the order, an order confirmation will be sent to the customer by email, stating the estimated delivery time. The customer is obliged to check the order confirmation and immediately report any deficiencies or errors found in it.

Once the customer has accepted the order and paid for it, it can no longer be changed in the online store. If the order still needs to be changed contact customer service.

2 § Right to reject the order

Hietakari-Yhtymä Oy has the right to reject the order if necessary. We will notify the customer separately of a rejected order.

3 § Product prices

Product prices include current VAT, but not freight or delivery costs, unless otherwise stated. Shipping and delivery costs are shown on the order summary page.
We reserve the right to cancel the order in case of obvious price errors. An obvious price error refers to a pricing error in a product such that the price of the product differs so significantly from the actual price of the product that the customer is considered to understand the error.

If there are obvious price errors in the price list, Hietakari-Yhtymä Oy is not obliged to sell the product at a clearly reduced price to the customer.

4 § Delivery time

The delivery time information presented on the marketplace is suggestive, and reflects the average delivery times for deliveries under normal conditions. If for any reason the delivery of the product is delayed from the estimated time, we will notify the customer as soon as possible.

5 § Delivery of the order

The product will be delivered to the address provided by the customer when ordering. When ordering, the customer must provide a mobile phone number that the carrier can contact to agree on the time of delivery. Once the product has left the factory, the customer will be sent a cover letter, invoice and a link to the carrier's tracking system by email.

The carrier will contact the customer by telephone to indicate the time of delivery. The customer must be available to the carrier and be able to receive the delivery at the time of delivery specified by the carrier. If the customer has not been reached by telephone or the customer has not been able to receive the delivery at the time specified by the carrier or the customer has not received the delivery at the agreed time, the additional storage or distribution costs charged by the carrier may be charged to the customer.

6 § Receiving the order

When receiving the order, the customer must inspect the packaging of the products and, if any damage is found, the damage and its quality must be recorded in the carrier's consignment note. Otherwise, compensation for possible transport damage may be denied the customer.

The customer is obliged to check the ordered products no later than 3 days after receiving the order. Any defects, damage or errors must be reported to customer service. Damaged, defective or incorrect products must not be installed. Otherwise, compensation for possible transport damage or other errors may be denied the customer.

7 § Delivery delay

If delivery is delayed, Hietakari-Yhtymä Oy will notify the customer of the delay as soon as possible after becoming aware of the delay.

Hietakari-Yhtymä Oy is not responsible for any third party costs in case of delays (e.g. installer's costs).

If delivery is delayed due to the customer not being reached within the agreed time, the costs of storing the goods may be charged to the customer.

8 § Order cancellation and product return

All products are custom made according to the customer's order (excl. bathroom accessories such as towel hooks). The custom-made product has no right of return. The order can only be canceled and refunded if the order has not been delivered and the manufacture of the product has not started. In the event of cancellation, the customer must contact customer service without delay.

If a faulty or incorrect product has been sent to the customer, the customer must contact customer service immediately for more detailed instructions.

9 § Product and defect liability

Product damaged during transport

A product damaged during transport will be replaced by a new product at no cost to the customer to the original delivery address. If only some parts are damaged, replacement parts will be delivered. The precondition for the delivery of a new product is that a damage report is made to the customer service within three working days of the arrival of the goods. The customer is obliged to provide photos of the damaged product by email to customer service.

Invalid product

If a deviation or defect is found in the product, a separately agreed refund will be paid on the purchase price or the product will be replaced. If the defective product has been installed, the seller is not responsible for the installation of a possible replacement product. It is a condition of receiving a possible replacement product or purchase price rebate that the error is reported to customer service within two months of delivery.

The customer is obliged to provide photos of the defective product by email to customer service. The surface materials of the products are inspected at the factory so that they do not contain scratches or other deviations visible at a viewing distance of one meter.

Wrong product

If a product other than the one presented in the order confirmation has been delivered to the customer, a replacement product will be delivered to the customer as soon as possible without costs. The customer is obliged to submit photos of the wrong product by e-mail to customer service. A requirement for a replacement product is that the product has not been installed.

Product damaged during installation

A damaged product during installation will not be replaced. It should be noted that tempered glass does not break by itself. The bare glass surface is very sensitive to knocks, i.e. even a small knock on a tile or stone surface, for example, is enough to break the glass.

Return of damaged or defective product or parts or damaged parts during transportation

The customer is obliged to return the product or parts damaged during transportation, or a defective or incorrect product if agreed. In this case, Hietakari-Yhtymä Oy arranges the transport and is responsible for its costs. The customer must immediately make a written error report via email to customer service.

10 § Warranty

Shower Enclosures, Glass Walls and Doors

All shower enclosures, glass walls and doors are covered by a 20-year warranty, except for products in the Classic and Lite ranges, which are covered by a five (5) year warranty.
The warranty applies to the mechanical components of the products and covers, for example, breakage of roller mechanisms, hinges and support bars during normal domestic use, provided that the product has been installed in accordance with the installation instructions and used and maintained in accordance with the operating and maintenance instructions.
The warranty does not cover cracks in glass or metal components, scratches or normal wear and tear. The warranty also excludes wear of consumable parts, such as bottom seals, magnetic seals and self-centring hinge components, as well as wear of surface treatments, including limescale-repellent coatings.

Breakage of Tempered Glass

In exceptional circumstances, tempered glass may break even when no external force is acting on it at the time of breakage. Such breakage may be caused, for example, by damage sustained during transportation or a defect in the glass tempering process.
Breakage resulting from such causes typically occurs when the product is first put into use or shortly thereafter.
The warranty also covers glass breakage occurring without any apparent external cause, provided that the breakage occurs within four (4) weeks of the product's delivery date. Glass breakage occurring after this period is not covered by this specific warranty provision.

Bathroom Furniture and Mirror Cabinets

All bathroom furniture and mirror cabinets are covered by a five (5) year warranty.
The warranty covers breakage and premature wear of mechanical components, such as drawer opening mechanisms and mirror cabinet door hinges, during normal domestic use, provided that the products have been used and maintained in accordance with the instructions.
Bathroom furniture must be protected from direct shower water, for example by using a shower screen. Water splashes and running water must be wiped off the surfaces of the products. The warranty does not cover moisture damage or surface damage resulting from inadequate protection or failure to dry the surfaces properly.

Electrical components are covered by a two (2) year warranty.

General Warranty Terms

The product must be inspected before installation. Products with visible defects or damage must not be installed, and any such defects must be reported to the seller before installation.
The warranty applies only to products that have been used exclusively for private domestic purposes.
The warranty applies to the original owner of the product and is not transferable to subsequent owners. An exception applies to residential properties transferred by construction companies.
The warranty does not cover costs associated with repair or replacement work or any indirect or consequential damages.
Proof of warranty eligibility must be provided in the form of a purchase receipt, proof of purchase or order confirmation.

Statutory Consumer Rights

This warranty is a voluntary additional benefit and does not limit the seller's statutory liability for defects or any other statutory rights of the consumer. Statutory liability may apply even if a defect or damage is not covered by this warranty or if the warranty period has expired.

11 § Force majeure

Hietakari-Yhtymä Oy shall not be liable for delays and damages resulting from an obstacle beyond its control (force majeure) which it could not reasonably have foreseen or the consequences of which it could not avoid. Force majeure includes e.g. industrial action, illness of staff, shortage of labor or raw materials, import and export bans, pandemic and transport disruptions.
If the force majeure persists for more than three months, both Hietakari-Yhtymä Oy and the customer have the right to cancel the orders without penalty of damages or delay.

12 § Modification and termination of the general terms of delivery

Hietakari-Yhtymä Oy has the right to update the delivery terms without prior notice, for example due to changes in the law. Orders are subject to the delivery terms in force at the time of ordering, which are available on the company's website.

13 § Privacy

The order address and other customer information are stored in Hietakari-Yhtymä Oy's customer information system for the duration of the customer relationship. For more detailed information on the processing of customer data, please see our privacy statement.

14 § Court of Justice and Dispute Settlement

Settlement of Disputes and Jurisdiction: The Consumer Customer has the right to submit disputes arising from this agreement to the Consumer Disputes Board (www.kuluttajariita.fi). Before taking the matter to the Consumer Disputes Board in Finland, the consumer must contact the Consumer Advice Service (www.kkv.fi/kuluttajaneuvonta). Representation and legal fees are not reimbursed, as the Consumer Advice and the Consumer Disputes Board provide assistance in resolving disputes free of charge.

The customer may bring an action against Hietakari-Yhtymä Oy on disputes in the district court of Hietakari-Yhtymä Oy domicile (Helsinki, Finland).

15 § Contact information

Hietakari-Yhtymä Oy FI-23315216

Customer service contact information:

sales@hietakari.fi

Tel: +358 (0) 291 232 200 in english