

# Terms and Conditions of Sale

These general terms and conditions of sale govern the sale of products concluded through the website <https://energical.com> belonging to the ENERGICAL group, and form an integral part of the contract between the buyer and the seller.

The customer declares that he/she has read and accepted the general terms and conditions of sale prior to placing his/her order. Validation of any order therefore implies acceptance of the general terms and conditions of sale.

## Article 1: Obligatory information

The <https://energical.com> website is a sales service for complete, integrated solutions for well-being at home.

- Head office address: BP 93 ZI Bounoura, Ghardaia 47014
- Company registration number: 02B0862645 -47/00
- E-mail address: [info@energical.com](mailto:info@energical.com)
- Telephone number : +213 (0) 29 27 22 02/03

## Article 2: Products sold

The <https://energical.com> website offers:

- Electrical products (LED lights, circuit breakers, videophones, electric locks, intercoms, etc.);
- GAS products (gas taps, gas regulators, etc.);
- Sanitary products (baths, kitchen sinks, washbasins, shower trays);
- Plumbing and taps (sanitary taps, automatic sensor taps, water taps, etc.);
- Furnishing items (doors).

## Article 3: Prices

The price of any product shall be that indicated in the list and description of the product concerned.

The prices of our products are displayed in Algerian Dinar (DZD) inclusive of all taxes (TTC), in accordance with the applicable laws in force in the territory. They may also be indicated in US dollars (USD \$) and euros (EUR €) for purchases from foreign countries.

## **Article 4: Product availability**

Available products appear on our site accompanied by the words 'In stock'. In order to best meet our customers' expectations, the availability of our products is regularly updated on our website.

## **Article 5: Ordering**

To place an order on our site, please follow the steps below:

- Choose your items and add them to your basket;
- Confirm the contents of your basket by clicking on 'Confirm';
- Enter your billing details;
- Check the details and total amount of your order (including delivery costs);
- Correct any errors before accepting your order;
- Choose your payment method and tick the 'I have read and accept the terms and conditions of sale' box;
- Confirm your payment;
- You will receive an e-mail confirming your order at the e-mail address you gave when you placed your order.

You can also order our products by telephone by calling +213 670 022 022 from Saturday to Wednesday, 8am to 4pm, and Thursday 8am to 1pm.

## **Article 6: Delivery**

We deliver throughout Algeria and abroad for the countries we serve (in the near future), exclusively to the address indicated by the customer.

Shipping fees vary depending on the destination zone, the delivery method (pickup point or home delivery), the actual weight, and the volumetric weight of the package.

Delivery times are given for information only. They may change due to various factors such as the availability of our carrier, the processing of the order, etc.

## **Article 7: Payment methods**

Several methods of payment are accepted. As a customer, you have the option of paying:

- Cash on delivery;
- By EDAHABIA card;
- By CIB card;
- By bank cheque / postal cheque;
- By bank transfer;

- Bank deposit;
- Mastercard / Visa (available soon).

## **Article 8: Warranty and right to return the product**

ENERGICAL provides a guarantee ranging from one (1) to five (5) years depending on the product.

The right to return the product is applicable to our new products that are defective (lack of functionality, product unsuitable for the use you may expect, lack of the characteristics presented online, partial or total malfunction of the product), and this in accordance with law no. 18-05 relating to electronic commerce.

In the event of a lack of conformity, we undertake, depending on the case, to:

- Repair the product
- Replace the product;
- Cancel the order and refund the sums paid.

The presumption of lack of conformity no longer applies if it appears after 4 days following the sale.

Returns must be in their original condition and complete (packaging, accessories, manuals and instructions). In this case, the consumer is liable. Any damage suffered by the product on this occasion may be such as to defeat the right of return and reimbursement.

## **Article 9: Refunds**

In the event of exercising the right of return and as part of the refund, ENERGICAL will make the refund within fifteen (15) days from the date of receipt of the product.

## **Article 10: Consumer complaints**

Any complaint from the consumer must be sent electronically to the address: [e-commerce@energical.com](mailto:e-commerce@energical.com), or by telephone to the number +213 670 022 022.

## **Article 11: Intellectual property**

All comments, images and illustrations on our site are our exclusive property. Under intellectual property and copyright law, any use is prohibited except for private use.

Without prior authorisation, any reproduction of our site, whether partial or total, is strictly prohibited.

## **Article 12: Personal data**

Certain information relating to the customer will be transmitted to the sales administrator/carrier/deliverer (i.e. surname, first name, address, postcode and telephone number) in order to enable the processing and delivery of the products ordered.

The site ensures that the customer's personal information is collected and processed with respect for privacy in accordance with law no. 18-07 relating to the protection of individuals in the processing of personal data.

## **Article 13: Disputes**

Any dispute arising between the customer and our company shall be settled amicably between the contracting parties. If the dispute persists, it will be brought before the competent court.