2.4. If the Customer wishes to cancel the Contract it may do so within 14 days of the order and materials used) damages, charges and expenses incurred by Theraposture as a result of Theraposture in full against all loss (including loss of profit) costs (including the costs of all labour and materials used) damages, charges and expenses incurred by Theraposture as a result of cancellation.

2.3. If Theraposture has to cancel the Contract it will do so within 7 days of the order cancellation.

1.2. Each separate order set out in a Schedule, together with these Conditions, shall constitute a separate agreement between Theraposture and the Customer (the "Contract") and in terms of which the Customer shall indemnify Theraposture in full against all loss (including loss of profit) costs (including the costs of all labour

2. If the Customer does not notify Theraposture of any claim in accordance with the provisions of this clause, the Customer shall not be entitled to reject the Equipment and Theraposture shall have no liability for such defects or failure, and the Customer shall be bound to pay to Theraposture the full price of the Equipment.

3. Damage to customer property Upon completion of the delivery the client has to sign a document which states whether or not any damage has been caused to the customer's property during delivery. If this is signed without detailing any damage then it is deemed that no damage has been done and Theraposture Ltd. will not accept any liability whatsoever in the event of a subsequent claim.

9. Quality

9.1. Theraposture warrants that the Equipment will be free from defects in material and workmanship for a minimum period of 12 months, or such period as specified in the ordered Theraposture Certificate of Warranty, from the date of its delivery. Where the Equipment is shown to be defective within this time Theraposture shall either provide parts, repair or replace the Equipment at its option.

9.2. The above warranty is given by Theraposture subject to the following conditions:

10. Liability

10.1. Subject to clause 10.2 Theraposture’s liability to the Customer in respect of the Contract in contract or tort (whether for negligence or breach of statutory duty) shall be limited to the price of the Equipment.

10.2. Subject to clause 10.3 Theraposture shall not be liable to the Customer in contract, tort (whether for negligence or statutory duty) or otherwise howsoever, for any loss of profits, business, contracts, revenues or anticipated savings, or for any special, indirect or consequential loss or damage of whatsoever nature.

11. Force Majeure

This clause shall not apply in the case of consumer sales.

11.1. Theraposture shall not be liable to the Customer or be deemed to be in breach of this Contract by reason of any delay in performing, or any failure to perform, any of Theraposture’s obligations in relation to the Equipment, if the delay or failure was due to any cause beyond Theraposture’s reasonable control.

12. Intellectual Property

This clause shall not apply in the case of consumer sales.

12.1. The Equipment includes intellectual property rights (“Intellectual Property”, which expression shall mean patents, copyrights, registered or unregistered design rights and registered trademarks).

12.2. The Intellectual Property in the Equipment is the property of Theraposture.

12.3. The Customer agrees that the Intellectual Property in the Equipment may not be reproduced or used in any way except with the prior written consent of Theraposture.

13. Indemnity

This clause shall not apply in the case of consumer sales.

The Customer shall indemnify and keep Theraposture indemnified against all costs, expenses, damages and demands incurred by Theraposture in respect of:

a) any alleged infringement of the Intellectual Property rights used by Theraposture at the request of the Customer;

b) any alleged breach or infringement of any statute or regulation concerning the Customer’s premises, marketing and distribution of the Equipment;

c) any alleged breach of any statute relating to trade descriptions or weights and measures where Theraposture relies or has relied upon information relating thereto or labels provided by the Customer; and the breach does not arise from the negligence or default of Theraposture.

14. Insolvency of Customer

14.1. This Condition applies if:

a) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order; or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of a solvent amalgamation or reconstruction); b) an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Customer; or c) the Customer ceases, or threatens to cease, to carry on business or d) Theraposture reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

14.2. If this Condition applies then, without prejudice to any other right or remedy available to Theraposture, Theraposture shall be entitled to cancel the Contract or suspend any further deliveries under any Contract without liability to the Customer; and if the equipment has been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

15. GDPR

Theraposture Limited has a data protection policy. Theraposture Ltd. treats any information we hold about you with the utmost care and will always respect your right to privacy. We will never sell your contact details or pass them to a third party unless this is essential for the products or services you have requested. We will ensure that your privacy is protected. Any personal data we hold on you will be processed as set out in our Privacy Policy.

16. Governing law and jurisdiction

These Conditions shall be governed by and construed in accordance with English law, and each of the parties submits for all purposes in connection with these Conditions to the exclusive jurisdiction of the courts of England.