

Conditions of Sale

1. Formation of Contract

- 1.1. Theraposture shall sell and the Customer shall purchase Theraposture's goods ("the Equipment") as set out in the attached order schedule ("the Schedule") subject to these conditions ("the Conditions") which shall govern each separate order for the Equipment between Theraposture and the Customer to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made by the Customer:
- 1.2. Each separate order set out in a Schedule, together with these Conditions, shall constitute a separate contract between Theraposture and the Customer ("the Contract").
- 1.3. Nothing in these conditions shall affect the statutory rights of any consumer:

2. Orders and specifications

Business Sales

- 2.1. The Customer shall be responsible to Theraposture for ensuring the accuracy of the terms of the Schedule.
- 2.2. The order set out in the Schedule may not be cancelled by the Customer except with the agreement in writing of Theraposture and on terms that the Customer shall indemnify 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.

Consumer Sales

- 2.3. If Theraposture has to cancel the Contract it will do so within 7 days of the order date and return to the Customer the deposit paid by the Customer.
- 2.4. If the Customer wishes to cancel the Contract it may do so within 14 days of the order date appearing on the Schedule by notifying Theraposture in writing. In that case the Company will refund the Customer's deposit in full. After that date cancellation is possible but return of the deposit is not guaranteed. If the product has been delivered prior to the expiry of the 14 days this clause expires on delivery.
- 2.5. On certain orders the company offers a 14 day suitability guarantee. The terms of this guarantee may vary from time to time and product to product and the terms applying to a particular order will be referred to in the sales agreement for that order.

3. Price of the Equipment

- 3.1. Subject to clause 3.2, the price of the Equipment shall be the price set out in the Schedule unless no such price is set out, in which case the price shall be the price listed in Theraposture's published price list current at the date of the Schedule.
- 3.2. The price for Equipment is exclusive of any applicable Value Added Tax which the Customer shall, where relevant, be additionally liable to pay to Theraposture.

4. Payment terms for business customers

- 4.1. Theraposture shall be entitled to invoice the Customer with the price of the Equipment on or at any time after delivery of the Equipment.
- 4.2. The Customer shall pay to Theraposture the price of the Equipment not later than the payment date specified on the invoice relating to the Equipment.
- 4.3. If the Customer fails to make any payment on the due date 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 to the Customer; and
 - charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per annum over the official dealing rate of the Bank of England from time to time.

5. Payment terms for consumer customers

- 5.1. A deposit is required at the time of ordering any Equipment. The percentage of the final price required as that deposit may vary and will be clearly stated on the face of the sales Agreement. This is a non-returnable deposit unless other terms have been provided to the purchaser and these are attached to and referred to on the sales agreement which then override this clause in these terms and conditions.
- 5.2. The Customer must pay the balance of the price for the Equipment in full on delivery (or any other payment terms as may be agreed between the Customer and Theraposture's representative).

6. Delivery

- 6.1. Delivery of the Equipment: This is to be deemed to be made by Theraposture delivering and installing the Equipment at the Customer's premises or residence.
- 6.2. Theraposture shall endeavour to deliver the Equipment by the date quoted for delivery on the Schedule but such date is not guaranteed. In the case of consumer sales, if the Equipment is not ready for delivery within 3 months from the date of the Customer's order, the Customer may cancel the order.
- 6.3. If the Customer fails to take delivery of the Equipment on the agreed day or fails to give Theraposture adequate delivery instructions at the time stated for delivery, then Theraposture may store the Equipment until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage. Theraposture may also charge for a rearranged delivery should it be deemed appropriate. Theraposture may also request that the product is paid for in full prior to delivery.

7. Risk and Ownership

- 7.1. Risk of damage to or loss of the Equipment shall pass to the Customer upon delivery in the manner stated in clause 6.1 above.
- 7.2. The Customer shall not own the Equipment until it has paid Theraposture for it in full, but is fully responsible for its condition after delivery.
- 7.3. In the case of a rental product, ownership never passes to the customer, but they are responsible for maintaining the condition of the product and for insuring the product in their possession. If at the end of the rental the product is not in a condition commensurate with how it was when it was delivered and taking into account the length of the rental, Theraposture reserve the right to charge the customer an additional sum to compensate for the poor condition.

8. Damage to/faulty Equipment

- 8.1. The Customer shall carefully inspect all Equipment on delivery, and will notify Theraposture of and agree with Theraposture at the time of delivery any claim that is based on any defect in the quality or condition of the Equipment or its failure to correspond with specification. Where such defect or failure was not apparent on reasonable inspection the Customer shall notify Theraposture of the same immediately after discovery of the defect or failure. Any such notification must set out full details of the alleged defect or damage and be sent to Theraposture's Service Department at the address given in the Schedule.
- 8.2. 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.

8.3. 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 certified Theraposture Certificate of Warranty, from the date of its delivery. Where 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 10.3, 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 and for whatever reason, (i) for any loss of profit, business, contracts, revenues or anticipated savings, or (ii) for any special, indirect or consequential loss or damage of whatsoever nature.
- 10.3. Nothing in these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of Theraposture for death or personal injury caused to the Customer by reason of the negligence of Theraposture, its servants, agents or employees.

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.

11.2. For the purpose of this clause, the expression "beyond Theraposture's reasonable control" means any Act of God, explosion, flood, tempest, fire or accident; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Theraposture or third parties); war or threat of war; sabotage, insurrection, civil disturbance or requisition; import or export regulations or embargos; difficulties in obtaining raw materials, labour, fuel, parts or machinery; and power failure or breakdown in machinery.

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, copyright, 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.
- 12.4. Theraposture has not knowingly infringed any Intellectual Property rights of any third party but does not warrant or give any assurance to the Customer that any of the Intellectual Property in the Equipment does not infringe the Intellectual Property rights of any third party.

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:

- any alleged infringement of the Intellectual Property rights used by Theraposture at the request of the Customer;
- any alleged breach or infringement of any statute or regulation concerning the Customer's preparation, marketing and distribution of the Equipment;
- 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:

- 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);
- an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Customer;
- the Customer ceases, or threatens to cease, to carry on business; or
- 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 respect and confidentiality. We hold the minimum information needed for the tasks we have to perform and we will not share this information with anyone without your permission. We will never sell your contact details or pass them to a third party unless this is essential for the specification, manufacture, delivery, installation or servicing of the Theraposture product that you use.

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.