

# Terms and Conditions

Please read and understand our terms and conditions before you decide to make a purchase.

All orders accepted by THERA-Trainer UK are subject to these Terms and Conditions. Customers ordering from THERA-Trainer UK agree and accept these Terms and Conditions and are bound by them for themselves and for any third party they may be ordering for.

Failure to comply with these Terms and Conditions may result in refusal by Us to supply Products.

## 1. DEFINITIONS

In these term and conditions, the following words shall have the following meanings:

- Us, Our & We: Means THERA-Trainer UK Ltd, Unit 3 Furtho Court, Towcester Road, Old Stratford, Milton Keynes, Buckinghamshire MK19 6AN.
- Customer & You: Means any party who orders or purchases any Product.
- Days: Means working days, being Monday to Friday inclusive, excluding English bank and public holidays, unless otherwise stated.
- Order: Refers to the placing of an order for Products through any of the means offered by Us to You.
- Products: Refers to any goods or services supplied by Us to You.

## 2. PRICE AND PAYMENT

2.1 All quotations are made and Orders are accepted on the basis that the Products will be charged for at the prices ruling at the time of supply. These prices will be subject to VAT where applicable, at the rate prevailing at that time.

2.2 The Customer shall make payment in full prior to delivery of the Products. Payment shall not be considered effected until We receive the funds. The Products remain Our property until payment is received in full.

2.3 We reserve the right to alter the prices of Products without prior notice.

## 3. DELIVERY

3.1 Any time quoted for delivery is estimated only, although We will use all reasonable efforts to deliver Products at the time stated. Failure to comply with such time shall not constitute a breach of these Terms and Conditions.

3.2 You must check the Products on delivery. We will not accept any claims for Products which are missing or damaged on delivery unless We are informed in writing within 48 hours of You receiving the Products.

#### **4. WARRANTY**

4.1 The Products have the benefit of a 1 or 2 year manufacturer's warranty from the date of purchase. The relevant warranty term will be stated on Our invoice. This is subject to you:

- Using the Products for the purpose for which they are intended.
- Using the Products in accordance with the manufacturer's instructions as stated in the instruction manual.
- Maintaining the Products in good working order in accordance with the manufacturer's recommendations and using only replacement parts manufactured or recommended by the manufacturer.

4.2 Our warranty does not apply:

- In respect of any maintenance or repair which uses parts not made by or recommended by the manufacturer. Such repairs may be dangerous.
- In respect of wear and tear or expendable parts such as batteries.
- Where the user of the Products is not the original purchaser who has bought the Products new from Us.

4.3 Where You bring a valid warranty claim, we will repair or replace the Products without cost to You.

#### **5. HIRING OF PRODUCTS**

5.1 Where We agree to hire Products to You it will be for a term of no more than 3 months.

5.2 All Products hired are charged at hire prices ruling at the time of hire. You must make payment in advance of Our full hire charge for the hire period agreed prior to delivery of the Products.

5.3 The Products remain Our property throughout the hire period. You must not sell the Products or part with possession of them or make any alteration to the Products.

5.4 You are responsible throughout the hire period for maintaining the Products in

good condition in accordance with the recommendations of the manufacturer's instruction manual. You must not:

- Allow repair by any person who is not authorised by Us; or
- Allow repairs to be undertaken with parts not manufactured or recommended by the manufacturer.

5.5 The Products are at Your risk throughout the entire hire period from the point of delivery. You are recommended to insure the Products for their full replacement value.

5.6 You must keep the Products at all times at the delivery address you have notified to Us. You may not move the Products to another address without Our agreement.

5.7 You are responsible for returning the Products to Us at the end of the hire period unless You choose to purchase them. To return the Products You must:

- Notify Us prior to the end of the hire period; and
- Allow Us prompt access to the premises where the Products are kept so that We can collect them.

## **6. FORCE MAJEURE**

We reserve the right to cancel an order or suspend or delay delivery of it without being liable for any loss or damage if supply of the Products is prevented or delayed by reason of war, civil strife, riots, adverse weather conditions, fire, flood, labour disputes, accidents or any other cause or circumstances beyond Our control.

## **7. EXCLUSIONS**

7.1 We will only service, repair and replace parts on any Products at its original delivery address, unless We have agreed in advance to removal.

7.2 You are responsible for looking after the Products. Our warranty does not include liability for accidental damage, however caused.

7.3 These Terms and Conditions do not affect Your statutory rights.

## **8. LIMITATIONS OF LIABILITY**

8.1 We do not limit Our liability in respect of personal injury or death caused by Our negligence.

8.2 Our liability obligations will normally be met by dealing with warranty claims under clause 4.3. If we are otherwise liable to You under this Agreement our liability shall be limited to direct loss and damage only and shall not exceed 150% of the price of the Products.

8.3 We will not be liable to You for any indirect, special or consequential losses, loss or damage including payments for loss of use or anticipated savings.

## **9. LAW**

The interpretation and application of these Terms and Conditions shall be in accordance with English law and You hereby agree to submit to the exclusive jurisdiction of the English courts.