



STANDARD TERMS AND CONDITIONS – EXPORT SALES

These Conditions, together with any other documents referred to herein, shall govern all Contracts relating to the purchase of the Product(s) from Simple Stuff Works Associates Limited (the Seller). No other terms and conditions will apply, unless the Seller agrees otherwise.

1. Interpretation

In these Conditions: -

Business Day	means any day other than a Saturday, Sunday or bank holiday in England;
Buyer	means the person who accepts a quotation for the sale of Product(s);
Conditions	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;
Contract	means the contract for the purchase and sale of the Product(s) under these Conditions;
Delivery Date	means the date on which the Product(s) are to be delivered;
Data Protection Legislation	means all legislation in force in the UK from time to time relating to data protection and privacy including, but not limited to, the Data Protection Act 2018, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and any other directly applicable EU regulation relating to data protection and privacy (for as long as, and to the extent that, EU law has legal effect in the UK) and any successor legislation relating to data protection and privacy
Purchase Price	the price of the Product(s) as set out in the Quotation.
Product(s)	means the positioning product(s) which the Seller is to supply in accordance with these Conditions;

Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Incoterms

In these Conditions “Incoterms” means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

3. Basis of Sale

3.1 The Seller’s employees or agents are not authorised to make any representations or claims concerning the Product(s) unless confirmed by the Seller in writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Conditions shall be binding unless agreed in writing by the authorised representatives of the Seller.

3.3 Sales literature, price lists and other documents issued by the Seller in relation to the Product(s) including those listed on the Seller’s website are subject to alteration without notice and do not constitute offers to sell the Product(s) which are capable of acceptance.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller

3.5 In entering into a Contract, the Buyer acknowledges that any information, statements or assistance on the Products given by on or behalf of the Seller, whether through its sales literature, remote assessment, website or otherwise, is provided for general informational purposes only and is not a substitute for professional medical advice or medical recommendation. Before making any purchase of any Product, the Buyer acknowledges that it does not rely upon such information, statements and/or assistance and warrants that they have consulted with the appropriate medical professionals and its therapy team as to the suitability of the Product it is intending to purchase. The Buyer further warrants that a suitable postural care program has been implemented by the Buyer’s medical practitioner to enable the Product to be used safely, having regards to the Buyer’s medical needs and/or requirements. The Seller does not provide any kind of medical or health advice. The use or reliance of any information, statements and/or assistance given by the Seller is at the Buyer’s own risk.

3.6 Any testimonials given on Products sold by the Seller, which are contained on the Seller’s website and/or sales literature, reflect the experiences and opinions of such users. The Buyer acknowledges that any testimonials are not intended, nor should they be construed as claims that the Products can be used to treat, mitigate or otherwise provide any benefit to any medical condition. The Buyer warrants they will only use the Product in conjunction with a suitable postural care programme implemented by its own therapist and medical team.

3.7 Where the Buyer is a licenced therapist and/or medical practitioner, the Buyer further warrants to the Seller that they have the requisite knowledge and experience to determine a suitable postural care program to its patients to enable the Product to be used safely. The Buyer further warrants that it has assessed the Product’s adequacy and suitability prior to any purchase.

4. Orders and Specifications

4.1 No order, communication or enquiry submitted by the Buyer shall be deemed to be accepted by the Seller. Any quotation issued is not an acceptance by the Seller of any such enquiry, order or other communication.

4.2 Any quotation issued by the Seller will be the Seller’s contractual offer to sell the Product(s) at the price detailed in the quotation. If the Buyer accepts the quotation whilst the quotation is still valid together with full payment of the Purchase Price, there will then be a legally binding Contract between the Seller and the Buyer for the purchase of the Product(s) on these Conditions.

4.3 All quotations issued will be valid for a period of 5 days from the date shown in the quotation unless the Seller expressly withdraws the quotation before the end of the period in which it will no longer be valid.

4.4 The specification for the Product(s) shall be those set out in the Seller’s sales documentation. Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or

other documents issued by the Seller are intended as a guide only and the contents shall not be binding on the Seller.

4.5 The Seller reserves the right to make any changes in the specification of the Product(s) which are required to conform with any applicable safety or other statutory or regulatory requirements.

4.6 No Contract may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

5. Price

5.1 The Purchase Price of the Product(s) shall be as set out in the quotation issued and/or as confirmed on any purchase order.

5.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Product(s) to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (including, without limitation, any foreign exchange fluctuation, currency regulation or alteration of duties, any change in delivery dates, quantities or specifications for the Product(s) which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions).

5.3 The Purchase Price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Product(s), which the Buyer shall be additionally liable to pay to the Seller. All additional payments shall be paid in full prior to Delivery.

6. Payment

6.1 The Buyer shall make full payment of the Purchase Price of the Product(s), upon accepting the Quotation. The time of payment of the purchase price shall be the essence of the contract.

6.2 All payments shall be made to the Seller in the currency of the price stated in the quotation/invoice issued by the Seller without any deduction credit or set off whatsoever.

7. Delivery

7.1 Unless otherwise agreed between the Seller and the Buyer, delivery of the Product(s) shall take place and risk in the Product(s) will pass in accordance with Incoterms on the basis of the Product(s) being ordered and delivered on an F.C.A basis. Delivery will be deemed to take place and risk transferred once the Product(s) are delivered into the custody of the carrier at the relevant delivery location in the United Kingdom as agreed between the Seller and the Buyer at the time the Contract is formed. Product(s) dispatched by post will be delivered when the Product(s) are accepted by the post office in the United Kingdom.

7.2 Unless otherwise agreed in writing by the Buyer and the seller shipment and insurance of all Product(s) are ordered F.C.A. and will be arranged by the Seller on behalf of the Buyer and all charges shall be paid by the Buyer. The charges relating to shipment and insurance shall be paid in full prior to Delivery.

7.3 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Product(s) may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer. If the Seller delivers the Product(s) at any time after the Delivery Date the Seller shall have no liability in respect of such late delivery.

7.4 If the Buyer fails to provide any instructions, documents, licences, consents or authorisations required to enable the

Product(s) to be delivered to the custody of the carrier and thereafter, the Seller shall be entitled upon giving notice to the Buyer to store or arrange for the storage of the Product(s) and then notwithstanding the provision of Condition 7.1 risk in the Product(s) shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.

7.5 The Seller shall not be liable for any costs incurred for whatever reason after delivery of the Product(s) is deemed to have taken place. Where Product(s) are sold inclusive of any or all of the freight, handling, port or insurance charges, any increases in, or in the rates for, such charges arising after the date of the Contract and before the Product(s) are delivered or arising through deviation to a new port or airport necessarily or at the Buyer's request or through any delay however caused shall be for the Buyer's account subject to the absolute discretion of the Seller.

7.6 Port surcharges and other incidental charges are not included in the freight rate and will be for the Buyer's account.

7.7 Import or customs duty or other official taxes or charges arising from or necessary to enable delivery of the Product(s) shall be for the Buyer's account and shall be reimbursed forthwith where necessarily paid by the Seller.

8. Insurance

8.1 All costs arising from any insurance being implemented after delivery to the named location and at the Buyer's request on the Product(s) shall be for the Buyer's account.

9. Inspection/Shortage

9.1 The Buyer is under a duty whenever possible to inspect the Product(s) on delivery or on collection as the case may be.

9.2 Where the Product(s) cannot be examined the carriers note or such other note as appropriate shall be marked "not examined".

9.3 The Seller shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the terms of this clause are not complied with and, in any event will be under no liability if a written complaint is not delivered to the Seller within 5 days of delivery detailing the alleged damage or shortage.

9.4 In all cases where defects or shortages are complained of the Seller shall be under no liability in respect thereof unless an opportunity to inspect the Product(s) is supplied to the Seller before any use is made thereof.

9.5 Subject to condition 9.3 and 9.4, the Seller shall make good any shortage in the Product(s) and where appropriate replace any Product(s) damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

10. Risk

10.1 Risk of damage to or loss of the Product(s) shall pass to the Buyer in accordance with the relevant provision of Incoterms F.C.A and shall pass at the point specified in Condition 7.

11. Assignment

11.1 The Seller may assign the Contract or any part of it to any person, firm or company.

11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

12. Warranties and Liability

12.1 Subject to the conditions set out below the Seller warrants that

the Product(s) will correspond with their specification and be of satisfactory quality at the time of delivery.

12.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to abnormal conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Product(s), or any other act or omission on the part of the Buyer, its employees or agents or any third party. The Seller shall further not be under any liability in respect of any Product(s) which is deemed unsuitable for the Buyer's medical conditions and/or needs.

12.3 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.4 No Product(s) may be returned to the Seller without the prior agreement in writing of the Seller. Subject thereto any Product(s) returned within 3 months from the date of delivery and in which the Seller is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection may be replaced free of charge or, at the Seller's sole discretion, the Seller may refund or credit to the Buyer the price of the defective Product(s) but the Seller shall have not further liability to the Buyer.

12.5 Except as expressly provided in these Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including, without limitation, loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Product(s) or its use.

12.6 The Buyer shall ensure that, any use of the Product(s) by the Buyer is in compliance with all recommendations given by the Buyer's own medical advisors and any applicable statutory and other regulatory requirements. The Buyer shall further ensure that the storage and handling of the Product(s) by the Buyer is carried out in accordance with any directions given by the Seller. The Buyer will indemnify and keep indemnified the Seller against any liability loss or damage which the Seller might suffer as a result of the Buyer's failure to comply with this condition 12.6 and the Buyer's failure to comply with conditions 3.5, 3.6 and 3.7.

13. Limitation of Liability

13.1 Subject to condition 6, condition 7 and condition 12, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- 13.1.1 any breach of these conditions;
- 13.1.2 any use made by the Buyer of any of the Product(s); and
- 13.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

13.2 Nothing in these conditions excludes or limits the liability of the Seller:

- 13.2.1 for death or personal injury caused by the Seller's negligence; or

13.2.2 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or

13.2.3 for fraud or fraudulent misrepresentation.

13.3 Subject to condition 13.2 and condition 13.3:

13.3.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Purchase Price; and

13.3.2 the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

14. Data Protection

14.1 All personal data that the Seller may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and the Buyer's rights thereunder. In particular, the Seller may use the Buyer's personal information to

- 14.1.1 Provide the Products to the Buyer;
- 14.1.2 Process the Contract for the purchase of the Products, (including payment and shipping of the Products);
- 14.1.3 Inform the Buyer of new products and/or services available from the Seller (if the Buyer opts to receive it); and/or
- 14.1.4 In the unlikely event of any material recall, to notify the Buyer of such recall.

14.2 For complete details of the Seller's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Buyer's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Seller's Privacy Notice available from <https://www.simplestuffworks.com/resources/>

15. Force Majeure

15.1 The Seller will not be liable for any failure or delay in performing their obligations where that failure or delay results from any cause that is beyond their reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic or other natural disaster, or any other event that is beyond their reasonable control.

15.2 If any event described under this Clause 15 occurs that is likely to adversely affect the Seller's performance of any of their obligations under these Conditions:

- 15.2.1 The Seller will inform the Buyer as soon as is reasonably possible;
- 15.2.2 The Seller's obligations under these Conditions (and therefore the Contract) will be suspended and any time limits that the Seller is bound by will be extended accordingly; and
- 15.2.3 The Seller will inform the Buyer when the event outside of their control is over and provide details of

any new dates, times or availability of Products as necessary.

15.3 If the event outside of the Seller's control continues for more than 6 months, the Contract will automatically cancel, unless the parties first agree otherwise in writing. Any refunds due to the Buyer as a result of that cancellation will be paid to the Buyer as soon as is reasonably possible after the Contract is cancelled.

16. **Buyer's duty to comply with import legislation and regulations**

The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Product(s) into the country of destination and for the payment of any duties thereon.

17. **Waiver**

No failure or delay by the Seller in exercising any of their rights under the Contract means that they have waived that right. In addition, no waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

18. **Severance**

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

19. **Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

20. **Revision to Conditions**

We may revise these Terms and Conditions from time to time in response to changes in relevant laws and other regulatory requirements.

21. **Governing Law and Jurisdiction**

The Contract shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.