



Terms and Conditions

These Terms and Conditions together with our Privacy Policy, Cookies Policy tells you information about us and the terms ("Terms") on which we sell any of our prosthetics ("Products") through our website at www.exphandprosthetics.com ("our website") to you.

These Terms will apply to any contract between us for the sale of Products to you ("Contract"). Please read these Terms carefully and make sure that you understand them, before ordering any Products from us. By ordering any of our Products, you agree to be bound by these Terms and the terms contained within and the other documents expressly referred herein.

These Terms were last updated on Saturday, 01 April 2023.

1. About Us

- 1.1. We are ExpHand Prosthetics of The Studio, Holywell Building, Loughborough, LE11 3UZ.
- 1.2. We operate the website www.exphandprosthetics.com.
- 1.3. To contact us, please see our [Contact Us](#) page.

2. Our Products

- 2.1. The images of the Products on our website are for illustrative purposes only. Although we have made every effort to display the colours and details accurately, we cannot guarantee that your computer's display of the colours and details accurately reflect the Products.
- 2.2. Your Products may vary slightly from those images.
- 2.3. All Products shown on our website are subject to availability. We will inform you by email as soon as possible if the Product you have ordered is not available and we will not process your Order if made.

3. Eligibility

- 3.1. We intend to rely upon these Terms in relation to the Contract between you and us.
- 3.2. We only accept responsibility for our statements and representations on our website and not for any statements made by third parties.
- 3.3. Nothing in these Terms affects your statutory rights. Those rights include your right to receive products which match their description, are of satisfactory quality and are reasonably fit for purpose.

4. How The Contract Is Formed

- 4.1. The Contract is subject to these Terms to the exclusion of all other terms and conditions (including any terms and conditions you purport to apply in any Contract).
- 4.2. A Contract shall not be effective until we have issued written acknowledgement and acceptance of such Contract (notwithstanding any earlier confirmation of receipt).
- 4.3. We may in our sole discretion decline any order placed by you.
- 4.4. No change or modification of the Contract shall be allowed after acceptance by us unless accepted in writing by us.
- 4.5. If there is any conflict between the prices indicated online and our acknowledgement of the Contract, then the latter shall take precedence.

5. Products Descriptions and Prices

- 5.1. We do our best to ensure that the information about our products is accurate and up to date. However, we do not guarantee that there will be no errors in the description and/or pricing of the Products, or that Products will always be available if you wish to place an Order to purchase them.
- 5.2. We reserve the right to modify the information about Products displayed on our Site, including as regards prices, description and availability. However, such changes will not affect Orders for which you have already received an Order Receipt email.
- 5.3. The price of a Product includes VAT or equivalent local sales tax where applicable at the applicable current rate. However, if the rate of VAT or local sales tax changes between the



Terms and Conditions

date of your Order and the date of delivery, we will adjust the VAT or local sales tax you pay, unless you have already paid for the Products in full before the change in VAT or local sales tax takes effect.

- 5.4. The price of a Product does not include delivery charges. Our delivery charges are as quoted on our website from time to time. To check relevant delivery charges, please refer to our checkout page.

6. When Orders are not accepted

- 6.1. While we do our best to always accept Orders, we could however refuse an Order in certain cases, for example if: you provide us with incomplete, incorrect or fraudulent information regarding your identity, age, payment details, billing information, shipping address; we discover that there was an error on our website relating to the Products you ordered, for example as regards the price or description displayed the Products you ordered are unfortunately out of stock or no longer available; We have reasonable grounds to believe that you intend to resell the Products.
- 6.2. If we cannot accept your Order we will contact you by email as soon as possible but in any case no later than 30 days from the date of your Order.
- 6.3. If we cannot accept your Order because the Products are no longer available, or because of an error in the price and/or other information on our Site, we will refund you any money you may have already been charged for such Products.

7. Cancellation of Orders

- 7.1. We reserve the right to cancel, at any time before delivery and for whatever reason, an Order that it has previously accepted. We may do this for example, but without limitation, where: an event beyond our control, such as storm, fire, flood or failure of computer systems, means that we are unable to supply the Products within a reasonable time; Products ordered were subject to an error on the website, for example, in relation to a description, price or image, which was not discovered prior to the Order being accepted; you ask us to cancel your Order.
- 7.2. You may cancel your Order where we have breached a material term of this Agreement; or were are not able to deliver your Order within a reasonable time of the estimated delivery time, other than a result of any delay: 1. for which you are wholly or partly responsible such as a failure to provide the correct delivery address or to pay for the Products; or 2. which was outside our control.
- 7.3. Where we cancel your Order after acceptance it will send you an e-mail notifying you of cancellation.
- 7.4. In the event we or you are cancelling your Order after payment has been processed, we will refund any money paid in respect of that Order, typically within 14 days.
- 7.5. Except to the extent otherwise required by law or as expressly set out in these terms and conditions, we will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of cancellation of your Order, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

8. Availability of Products

- 8.1. You acknowledge and agree that, from time to time, certain Products may be out of stock or unavailable.
- 8.2. We reserve the right to withdraw or suspend from sale any Products displayed on the website, either temporarily or permanently, at any time without notice to you. Except to the extent otherwise required by law, we will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of the unavailability of any Products at any time, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

9. Passing of Risk and Title



Terms and Conditions

- 9.1. The risk in the Product shall pass to you on delivery. The full legal, beneficial and equitable title to the Product shall remain vested in us (even though they have been delivered and risk has passed to you) until we give written notice to you to pass legal and beneficial ownership of the Product to you or, if earlier: 1. payment in full, in cash or cleared funds, for all the Product has been received by us; and 2. all other money payable by you to us or under the Contract or any other contract or order has been received by us.
- 9.2. Our rights and remedies set forth herein are in addition to and shall not in any way prejudice, limit or restrict any of our other rights or remedies under the Contract or in law or equity. We shall be entitled to maintain an action against you for the price of the Product notwithstanding that legal, equitable and beneficial title to and property in the Product has not passed to you.

10. Chargebacks

You agree to contact us prior to raising a request for a chargeback or any dispute with your bank or card issuer in relation to any Transaction. If you make a card payment through our website, and later dispute a legitimate charge by raising a chargeback without merit or legitimate reason (as determined at our sole discretion), whether fraudulently or otherwise, then we reserve the right to blacklist you by providing compelling evidence to refute your invalid chargeback request and/or pursue legal action as the case may be.

11. Delivery

- 11.1. We aim to fulfil your Order by the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control.
- 11.2. Delivery will be completed when we deliver the Products to the address you gave us.
- 11.3. In the event that we incur extra delivery or storage charges because no one is available at your address to take delivery, you will be expected to pay for such charges.
- 11.4. The Products will be your responsibility from the completion of delivery.
- 11.5. For the avoidance of doubt, you own the Products once we have received payment in full, including all applicable delivery charges.
- 11.6. If you order Products from our website for delivery to a destination outside the United Kingdom, your Order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 11.7. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your Order.
- 11.8. You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

12. Our right to vary these terms

- 12.1. We reserve the right to revise these Terms at any time.
- 12.2. Revisions will only be made when necessary to comply with a change in relevant laws or regulatory requirements, or to facilitate a change in business process or procedure.
- 12.3. Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.
- 12.4. Whenever we revise these Terms, we will keep you informed and give you notice of this by stating that these Terms have been amended and amending the relevant date at the top of this page.

13. Our liability to you

- 13.1. If we fail to comply with these Terms, we are responsible for the loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.



Terms and Conditions

- 13.2. We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or re- sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.3. We do not in any way exclude or limit our liability for: 1. death or personal injury caused by our negligence; 2. any breach of the terms implied by section 17 of the Consumer Rights Act 2015 (title and quiet possession); 3. any breach of the terms implied by section 9 to 11 of the Consumer Rights Act 2015 (satisfactory quality, fitness for purpose and description); and 4. defective products under the Consumer Protection Act 1987.

14. Events Outside Our Control

- 14.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An "Event Outside Our Control" means any act or event beyond our reasonable control, included but not limited to, strikes, lock- outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 14.2. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract: 1. we will contact, you as soon as reasonably possible to notify you; and 2. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

15. Communications between us

- 15.1. When we refer, in these Terms, to "in writing", this will include email.
- 15.2. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by email. We will confirm receipt of this by contacting you in writing, normally by email.
- 15.3. If we have to contact you or give you notice in writing, we will do so by email to the address you provide to us in your Order.
- 15.4. Please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, or 24 (twenty-four) hours after an email is sent.
- 15.5. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

16. Privacy

For the purposes of applicable data protection legislation, we will process any personal data you have provided to us in accordance with our Privacy Policy. You agree that, if you have provided us with personal data relating to a third party 1. you have in place all necessary appropriate consents and 2. that such third party has read our Privacy Policy. You agree to indemnify us in relation to all and any liabilities, penalties, fines, awards, or costs arising from your non-compliance with these requirements.

17. Accuracy of Billing and Account Information

- 17.1. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We



Terms and Conditions

reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers or distributors.

- 17.2. You agree to provide current, complete, and accurate purchase and order information for all purchases made at our store.
- 17.3. You agree to promptly update your Order information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

18. Other important terms

- 18.1. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.
- 18.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 18.3. This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
- 18.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 18.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 18.6. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- 18.7. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.
- 18.8. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 18.9. These terms and conditions and the relationship between you and ExpHand Prosthetics shall be governed by and construed in accordance with the Law of England and Wales, and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.