

Thermetrix Terms & Conditions

v2.2 03.11.2022

Terms and Conditions of Sale; In these conditions “The Supplier” means Thermetrix Limited.; “The Customer” means the person, department, firm, company or organisation who received The Suppliers goods or to whom The Suppliers quotation or invoice or acknowledgement of order is addressed; “Products” mean the products and/or services supplied by The Supplier to The Customer. The placing of an order with The Supplier shall constitute unqualified acceptance of these terms unless otherwise agreed in writing.

Please read these Terms carefully and make sure that you understand them, before ordering any products or services from us. Please note that by ordering from us, you agree to be bound by these Terms and the other documents expressly referred to in them.

It is recommended that you print a copy of these Terms or save them to your computer for future reference.

We may amend these Terms from time to time as set out in clause 5. Every time you wish to order Products, please check these Terms to ensure you understand the Terms which will apply at that time.

1. Information about us

- 1.1 We operate the website www.podium.care. We are Thermetrix Limited, a company registered in England and Wales under company number 10053017 and with our registered office at Ty Menter, Navigation Park, Suite F12, Abercynon, CF45 4SN.
- 1.2 To contact us, please see our [Contact Us](#) page.

2. Our Products and availability

- 2.1 Any samples, drawings, descriptive matter or advertising produced by The Supplier and any descriptions or illustrations contained in The Suppliers catalogues/ websites or brochures are produced for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract or have any contractual force. We reserve the right to amend the specification, construction and/or design without prior notice.
- 2.2 The packaging of the Products may vary from that shown on images on our sites.
- 2.3 All Products shown on our sites are subject to availability. We will inform you as soon as possible if the Product you have ordered is not available and offer you alternatives or advice on the expected delivery date.
- 2.4 If you are using our software provided by a third-party (including application stores or web-browser), you are responsible for making all arrangements necessary for you to have access, including checking the compatibility of the software with the device you are using to access them.
- 2.5 We reserve the right to update, suspend, withdraw, discontinue or change all or any part of the Products at any time as we see fit and without notice. While we try to make sure that the Products are up-to-date, available and free from bugs, we cannot promise that they will be. Further, we do not promise that the Products will be available at all times nor

do we promise the uninterrupted use by you of the Products. In particular, we may suspend the Products from time to time to carry out maintenance and support work, and to investigate any unauthorised use in accordance with these terms and conditions. If you have any difficulties using the Products, please contact us.

- 2.6 We will not be liable to you if for any reason the Products are unavailable at any time or for any period.

3. How we use your personal information

- 3.1 We only use your personal information in accordance with our Privacy Policy, which can be found at www.podium.care/privacy

- 3.2 Please take the time to read this, as it includes important terms which apply to you. In particular we will collect and use the personal information you provide to us for the following purposes:

to process your order ("Order") including to supply the Products to you and process payments for the same;

to inform you about similar products or services that we provide, but you may stop receiving these at any time by logging into your account and changing your preferences or by contacting us. Further information can be found on our privacy and cookies page.

to forward to credit reference agencies.

by proceeding with your Order, you are confirming your consent, and the consent of the individual to whom the personal information relates, to our use of the personal information that you provide to us for the above purposes. You also agree that we may share the personal information with credit reference agencies and that they may keep a record of any search that they do. You can request details of how we process your personal information and, you can also request that we cease processing your information in writing within 14 days of proceeding with your order. Requests should be made to info@podium.care.

4. How the Contract is formed between you and us

- 4.1 By you (The Customer) placing an order and confirming such order as laid out in 3.2.4. through either our online service, contact by telephone, in writing (including email), and Thermetrix Limited accepting your order.

- 4.2 Promotional codes, coupons and discounts may not be combined or used in conjunction with any other offers, unless specified. We reserve the right to cancel or withdraw any orders submitted where incorrect promotional codes, coupons or discounts have been applied.

5. Our right to vary these Terms

- 5.1 We may revise these Terms from time to time.
- 5.2 For the duration of your contract with us, as laid out in 4.1, current Terms and Conditions apply to the contract between you and us.

6. Your consumer right of return and refund

This clause 6 only applies if you are a consumer.

- 6.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling Regulations) during the period set out below in 6.3. This means

that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these Regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

- 6.2 This cancellation right does not apply in the case of any made-to-measure or custom-made Products, or any part orders.
- 6.3 You have a period of 14 calendar days in which you may cancel the Contract starting from the day after the day you receive the Products. Or where goods have been ordered, bespoke, to fulfil your order, 14 calendar days commences from the day after the day we accept your order.
- 6.4 To cancel a Contract, please contact us by sending an e-mail to info@podium.care or by sending a letter to Thermetrix Limited, Ty Menter, Navigation Park, Suite F12, Abercynon, CF45 4SN. OR by telephoning our Customer Services Team on 01443 303151.
- 6.5 You will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for, except where we are allowed to keep such payments in accordance with these terms and conditions (for example see 6.10). We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 6.3. If you returned the Products to us because they were faulty or mis-described, please see clause 6.6.
- 6.6 We have the right to investigate claims for refund because products are returned to us as faulty or mis-described. On conclusion and if applicable, we will then refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
- 6.7 We refund you via the payment method used to pay for your goods.
- 6.8 We reserve the right to deduct monies from refunds where goods show signs of unreasonable use leading to diminished value. Where the item has not just been checked but has been used, we shall deduct for damage or wear and tear from the refund.
- 6.9 Your right to cancel and receive a refund expires after 14 days. You may still cancel your subscription after this time but you will not be entitled to a refund unless we agree otherwise in writing (including email).
- 6.10 Under applicable law, we may not supply the Services to you until the 14-day cancellation period is over unless you have asked us to do so. You agree that if you access the Products and use the Services within the 14-day cancellation period you have duly authorised us, for the purposes of applicable law, to provide Services to you during this period. In this situation you still have a right to change your mind and cancel the contract during the 14-day cancellation period, however we will be entitled to charge you for the cost of returning and refurbishing the Products supplied to you and Services provided up to the time you cancelled the agreement.
- 6.11 If the Products were delivered to you:

you must return the Products to us within 14 days of notifying us of the proposed return. you are required to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.
If goods returned for cancellation of Contract or for refund are not returned as per the causes 6.1 – 6.11 inclusive The Supplier reserves the right to charge a 15% restock fee.

7. Notice of Damage, Non-Delivery or Wrong Delivery

- 7.1 If, upon receipt, the goods appear damaged, incomplete or incorrect, The Customer should indicate the circumstances on the carrier's documents and notify our Customer Services Department of the situation no later than 5 days after delivery. Made to order and Non-stock products should be immediately inspected on arrival and any damage reported to Customer Services the same day. For notifications received later than this, we may charge a 15% restock fee.
- 7.2 If an order does not arrive on the expected delivery date, The Customer should notify our Customer Services Department within 21 days from the date of invoice, failing which the Company shall be under no liability for non-delivery, as detailed in 8.1
- 7.3 Any surplus goods delivered shall remain the property of the Company and The Customer shall notify the Company immediately and take all responsible precautions for the safe custody and protection of such surplus goods until the time of their removal by the Company.
- 7.4 For all returns contact us. The Company will issue a Goods Returns Number and this must be clearly marked on the exterior of every package returned and a completed returns form enclosed with the goods. Returned goods must be suitably packaged, for transportation by carrier. Goods received without suitable packaging will not be credited. Even where the Company has made the error, full credit will only be given on returned goods that are fit for sale and of current lines.
- 7.5 The Company is under no obligation to accept goods for return outside of 14 days' notice due to customer ordering errors i.e. surplus stock, unauthorised, contaminated, damaged on return, but where it agrees to do so a 15% handling charge will apply, and The Customer will arrange carriage and pay all freight charges. Where the customer has ordered bespoke items for example, made to measure, personalised or special orders unless goods are faulty – (see 7.1) returns in part or in full will be refused.
- 7.6 Refused Collections/Deliveries – We reserve the right to make a 15% handling charge on all consignments tendered for collection/delivery which are refused without justification.

Where goods are returned to us in similar circumstances afore mentioned,

- i) and re-delivery is requested we will charge for that re-delivery
 - ii) and contact is not made within 7 days for re-delivery of cancellation, the original payment method will be refunded – not including the delivery cost and a 15% handling charge will be deducted
- 7.7 With prior consent (an authorised return see 7.4), only unused and complete goods may be returned. They must be undamaged current lines in their original packaging, displayed in our most recent catalogue or online and less than 12 months old. Goods not conforming to these criteria may not be accepted for credit. Made to Order and Non-stock products are non-refundable. (See examples at 7.5)
- 7.8 We do not accept for return any consumable components (including thermochromic liquid crystal sheets) that have been used, for the purposes of hygiene. We reserve the right to

refuse to credit and destroy products sent back outside of this agreement. Your consumer rights are not affected by these restrictions.

- 7.9 Proof of goods returned to the company by The Customer (for refund) should be retained by The Customer.

8. Delivery

- 8.1 Any dates quoted for delivery are approximate only and whilst we will make every effort to meet with any customer deadlines, The Supplier shall not be liable for any delay in delivery of the goods or costs incurred.
- 8.2 Delivery is complete when products have been accepted by The Customer, unless point 7 applies.
- 8.3 The risk in the goods shall pass to The Customer on completion of delivery.
- 8.4 The title of the goods shall not pass to The Customer until we have received payment in full (including all applicable delivery charges) or the minimum contract duration has passed, and all contracted payments have been received.

9. Price of products and delivery charges

- 9.1 The prices of the Products and delivery charges will be as quoted on our websites and in our catalogues. However, if we discover an error in the price of Product(s) you ordered or delivery charges, we will contact you to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or to cancel your Order. We will not process your Order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the Order as cancelled and notify you in writing.
- 9.2 Prices for our Products may change from time to time (including pre-order/special offers), but changes will not affect any Order which has already been accepted.
- 9.3 The price of a Product excludes VAT (if not stated otherwise) which shall be added to the price at the applicable current rate chargeable in the UK for the time being.
- 9.4 The price of a Product does not include delivery charges (if not stated otherwise) see 9.1.
- 9.5 All goods supplied to The Customer against the contract shall remain the sole and absolute property of Thermetrix Limited until paid in full or the minimum contract duration has passed, and all contracted payments have been received.
The Supplier shall retain the right to recover same goods together with other goods which have been the subject of previous contracts between The Customer and The Supplier in the event of The Customer not making full payment to Thermetrix Limited for the contract.
- 9.6 Some of our products will be supplied in conjunction with a minimum term subscription contract. The duration of the agreement will be as advertised (typically 2 years). We will assume you wish to continue with the products and services supplied after the contract term until you notify us of your wish to cancel - see 6.4. The contract will continue at the monthly subscription price until the contract term has passed and you have informed us of your wish to cancel.
- 9.7 If you fail to make payments as required by the subscription agreement, we reserve the right to suspend delivery of our products and services until payment has resumed. Where a product has been purchased via deposit payment method, the residual cost will have

been added to the monthly subscription payment – in this case we retain the right to recover goods (see 9.5).

- 9.8 All claims for shortage must be notified to us within 5 days of receipt of goods.
- 9.9 We reserve the right to charge interest at 5% above the Bank of England's base rate for all overdue payments.

10. How to pay

- 10.1 We accept various payment methods through the Podium website (including a subscription option that requires monthly ongoing payments). Please contact Customer Services on 01443 805769 for clarification if required. We reserve the right to withhold delivery until such time as we are satisfied that the payment received has cleared in the banking system.

11. Our warranty for the Products

- 11.1 We warrant for the period of 12 months (unless stated otherwise) from the date of delivery, that the goods shall;

Conform (in all material aspects) with their description and any applicable specification OR the specification

Be free from material defects in design, material and workmanship

Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979)

Be fit for any purpose held out by The Supplier

Subject to clause 11.2 if;

1. The Customer gives notice to The Supplier (during the warranty period) within a reasonable time of discovery that some or all of the goods do not comply with the warranty set out in clause 11.1;
2. The Supplier is given reasonable opportunity of examining such goods
3. The Customer (if asked to do so by The Supplier) returns such goods to The Suppliers place of business at The Customer cost

The Supplier shall, at its option, repair or replace the defective goods, credit or refund the price of the defective goods in full including reasonable carriage costs.

However, this warranty does not apply in the circumstances described in clause 11.2

- 11.2 The warranty in clause 11.1 does not apply to any defect in the Products arising from:

fair wear and tear;

wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;

if you fail to operate or use the Products in accordance with the user instructions or our recommendations

any alteration or repair by you or by a third party who is not one of our authorised repairers; or

any specification provided by you.

where goods have been offered for sale as ex-demonstration, Black Friday, NOS stock for example and is described and sold with cosmetic or other faults described pre-sale.

11.3 If you are a consumer, this warranty is in addition to your legal rights in relation to Products that are faulty or not as described.

12. Our liability if you are a business

This clause 12 only applies if you are a business customer.

12.1 If:

you give notice in writing to us during the relevant warranty period within a reasonable time of discovering that some or all of the Products do not comply with the warranty set out in clause 11;

you give us a reasonable opportunity of examining such Products; and

if asked to do so by us, you return such Products to us

We may, at our option, repair or replace the defective Products, or refund the price of the defective Products in full by way of issuing a credit note. This is your sole remedy against us in relation to the supply of defective Products. (see 12.4)

12.2 Nothing in these Terms limit or exclude our liability for:

death or personal injury caused by our negligence;

fraud or fraudulent misrepresentation;

breach of the Terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

defective products under the Consumer Protection Act 1987.

12.3 Subject to clause 12.2, we will under no circumstances whatever be liable to you, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

any loss of profits, sales, business, or revenue;

loss or corruption of data, information or software;

loss of business opportunity;

loss of anticipated savings;

loss of goodwill; or

any indirect or consequential loss.

12.4 Subject to clause 12.2 and clause 12.3, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.

12.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

13. Our liability if you are a consumer

This clause 13 only applies if you are a consumer.

- 13.1 If we fail to comply with these Terms, we are responsible for 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. Our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.
- 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:
- death or personal injury caused by our negligence;
 - fraud or fraudulent misrepresentation;
 - any breach of the Terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - any breach of the Terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - defective products under the Consumer Protection Act 1987.

14. Force Majeure

- 14.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of god, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions or default of suppliers or subcontractors.

15. Other important terms

- 15.1 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 15.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without prior written consent of The Supplier.
- 15.3 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.

- 15.4 If you are a consumer, please note that these Terms are governed by English & Welsh law. This means a Contract for the purchase of Products through our sites and any dispute or claim arising out of or in connection with it will be governed by English & Welsh law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 15.5 If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 15.6 If you are a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).