

TERMS & CONDITIONS

1. Interpretation

In these Conditions, the following definitions apply:

“Conditions” means the terms and conditions set out below;

“Contract” means the contract between us and you for the supply of Goods and/or Services in accordance with these Conditions;

“Course Details” means the details of the course as set out in our separate course details document;

“you”, “your” means the person or firm who purchases the Goods and/or Services from us;

“Goods” means the goods (or any part of them) set out in the Order;

“Goods Specification” means any specification for the Goods as set out in our quotation or price list;

“Intellectual Property Rights” means patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Order” means your order for the supply of Goods and/or Services;

“Services” means the training courses, supplied by us to you in relation to the use of the Goods as detailed in the Course Details and/or clause 7.1;

“we”, “us”, “our” means Rhino Surface Solutions registered in England and Wales with company number 8423787 with a registered office at Unit 141, Leyland Trading Estate, Wellingborough, NN8 1RT.

1.1 In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors and permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;
- (d) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (e) a reference to writing or written includes email.

2. Basis of contract

2.1 The Order constitutes an offer by you to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when we issue written acceptance of the Order or deliver the Goods and/or Services on which date the Contract shall come into existence ("Commencement Date").

2.3 Any samples, drawings, descriptive matter or advertising issued by us and any descriptions of the Goods or illustrations (including colours) or descriptions of the Services contained in our catalogues, brochures or website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force. It is not a sale by sample.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by us shall not constitute an offer, and is only valid for a period of 30 business days from its date of issue.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Goods

3.1 The Goods are described in the Goods Specification and/or the quotation.

3.2 We reserve the right to amend the Order if required by any applicable statutory or regulatory requirement, and we shall notify you in any such event.

4. Delivery of Goods

4.1 We shall arrange delivery of the Goods to the location set out in the Order or such other location as the parties may agree ("Delivery Location") at any time after we notify you that the Goods are ready. We shall be under no obligation to deliver the Goods until we have received full payment for the Goods. You shall ensure that for the purposes of delivery unimpeded access is granted to us or our agents at the Delivery Location on the delivery date.

4.2 Delivery of the Goods shall be deemed completed on the Goods' arrival at the Delivery Location.

4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that are caused by a Force Majeure Event, delay caused by our manufacturer or delivery agent or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4 If you fail to accept delivery of the Goods pursuant to condition 4.1, then, except where such failure or delay is caused by our failure to comply with our obligations under the Contract, we shall store the Goods until delivery takes place, and charge you for all related costs and expenses including the cost of redelivery.

4.5 If 5 business days after the day on which we notified you that the Goods were ready for delivery (as applicable) you have not accepted delivery of them, we may, at our sole discretion, store the Goods and charge reasonable storage fees and/or resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage charges, charge you for any shortfall below the price of the Goods.

4.6 We may deliver the Goods by instalments. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

4.7 We shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable).

5. Quality of Goods

5.1 We warrant that on delivery the Goods shall be free from material defects.

5.2 We offer no guarantee or warranty as to the final appearance of the Goods as due to their manufacturing process there may be variations as to the final aesthetic appearance once the Goods are used. If multiple bags of the Goods are used these should be mixed in advance of use to ensure a consistent finish.

5.3 We shall use reasonable endeavours to ensure the benefit of any warranties we have from the manufacturer of the Goods to you.

5.4 Subject to clause 5.5, we shall, at our option, replace or refund the price of the defective Goods in full if:

- (a) you give notice in writing within 1 business day of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) we are given a reasonable opportunity of examining such Goods; and
- (c) you (if asked to do so by us) return such Goods to our place of business.

5.5 We shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

- (a) you make any further use of such Goods after giving a notice in accordance with clause 5.3;
- (b) the defect arises because you failed to follow our or our manufacturer's oral or written instructions as to the storage, installation, commissioning or use of the Goods;
- (c) you store the Goods in inappropriate conditions, including left out in the damp or below 5 degrees centigrade;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal conditions.

5.6 Except as provided in this clause 5, we shall have no liability to you in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.7 Naturally occurring materials can on occasions contain traces of iron pyrites, lignite and other natural defects the company will accept no responsibility for any naturally occurring defects.

5.8 The terms of these Conditions shall apply to any replacement Goods supplied by us.

6. Title and risk

6.1 The risk in the Goods shall pass to you on completion of delivery.

6.2 Title to the Goods shall not pass to you until we receive payment in full (in cash or cleared funds) for the Goods.

6.3 Until title to the Goods has passed to you, you shall:

(a) store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on our behalf from the date of delivery; and

(d) notify us immediately if you become subject to any of the events listed in clause 13.3.

6.4 You grant us, our agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where your right to possession has terminated, to recover them.

6.5 We may claim for the price of the Goods notwithstanding that title in any of the Goods has not passed to you.

7. Supply of Services

7.1 We shall provide the Services comprising of a one-day training course for (unless otherwise agreed) the correct use, storage, installation and care of the Goods which shall be provided (unless otherwise agreed) at our premises.

7.2 Any promotional or informative guides or resources provided by us are for guidance purposes only and no reliance should be placed on their contents and they are not a substitute for the training Services.

7.3 We shall use all reasonable endeavours to meet any performance dates for the Services specified in the quotation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. If we have to cancel the services, we shall offer you a refund of any sums paid for the Services or another place on the next available course. We shall not be liable for any other costs which you may have incurred.

7.4 We warrant to you that the Services will be provided using reasonable care and skill.

7.5 You may cancel the Services 14 days or more before the date of the course. If you cancel between 13 and 8 calendar days inclusive, you will receive a full refund. If you cancel less than 7 days or fail to attend you will not receive any refund. You will not be accepted on the course until the fees for the Services have been paid for in full.

8. Your obligations

8.1 You shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) co-operate with us in all matters relating to the Services; and
- (c) keep any of our materials, equipment, documents and other property of ours ("Supplier Materials") in your possession, custody or control safe and any such materials are kept at your risk.

8.2 If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation ("Customer Default"):

- (a) without limiting or affecting any other right or remedy available to you, we shall have the right to suspend performance of our obligations until you remedy the Customer Default, and we can rely on the Customer Default to relieve us from the performance of any of our obligations in each case to the extent the Customer Default prevents or delays our performance of any of our obligations;
- (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 8.2; and
- (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

9. Charges and payment

9.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in our published price list as at the date of delivery and shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to you.

9.2 The price for Services shall be the price set out in the Course Details.

9.3 We reserve the right to increase the price of the Goods, by giving notice to you at any time before delivery, to reflect any increase in the cost of the Goods due to:

- (a) any request by you to change the delivery date(s), quantities or types of Goods ordered; or
- (b) any delay caused by any instructions from you in respect of the Goods or your failure to give us adequate or accurate information or instructions in respect of the Goods or delivery.

9.4 Unless otherwise agreed, we shall invoice you in respect of the Goods and/or Services on or at any time after our acceptance of the Order.

9.5 You shall pay each invoice submitted by us:

- (a) by the date stated on the invoice
- (b) in full and in cleared funds to a bank account nominated in writing by us, and time for payment shall be of the essence of the Contract.

9.6 All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by us to you, you shall, on receipt of a valid VAT invoice from us, pay us such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

9.7 If you fail to make a payment due to us under the Contract by the due date, then, without limiting our remedies under clause 13 (Termination), you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause 9.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Intellectual property rights

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by us.

10.2 You hereby grant to us, a fully paid up, worldwide, non-exclusive, royalty free, perpetual and irrevocable licence to use any of your copyright works, trade marks or trade names for the purposes of advertising and promoting the Goods and Services.

11. Confidentiality

11.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.

11.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12. Limitation of liability:

12.1 Nothing in these Conditions shall have the effect of excluding or limiting any liability for: death or personal injury caused by negligence; or for fraud or fraudulent misrepresentation; or for any liability that, by law, cannot be limited or excluded.

12.2 Except as expressly and specifically provided in the Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.3 Subject to clause 12.1 above:

(a) we shall not be liable for: loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

(b) we shall not be liable for any losses (direct or indirect) sustained by you or any third party resulting from any delay or default in delivery of the Goods or Services including any costs of labour being on standby are expressly excluded; and

(c) our total aggregate 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 in relation to the Goods to the price paid for such Goods and in relation to the Services to the price paid for such Services.

12.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.5 This clause 12 shall survive termination of the Contract.

13. Termination

13.1 You may at any point up to 12pm on the day of the Order cancel the Order for Goods and we shall be entitled to charge a cancellation fee of up to £50 to cover our administration costs.

13.2 If you commit a breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of being notified in writing to do so or become subject to any of the events listed in condition 13.3, we may terminate the Contract with immediate effect by giving written notice to you.

13.3 For the purposes of condition 13.2, the relevant events are:

(a) you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business;

(b) you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business; or

(c) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract have been placed in jeopardy.

13.4 Without affecting any other right or remedy available to it, we may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between you and us if; you fail to pay any amount due under the Contract on the due date for payment; or you become subject to any of the events listed in clause 13.3, or we reasonably believe that you are about to become subject to any of

them.

13.5 On termination of the Contract you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted;

13.6 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination.

13.7 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

14. Force majeure

14.1 We shall not be liable for any failure or delay in performing our 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 our 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. General

15.1 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights or obligations under the Contract. You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under the Contract without our prior written consent.

15.2 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in accordance with this condition, and shall be delivered personally, sent by pre-paid first class post, commercial courier or email.

15.3 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 15.2; if sent by pre-paid first class post at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one business day after transmission providing the sender receives a delivery receipt.

15.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial

result of the original provision.

15.5 A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.6 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

15.7 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.8 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

15.9 Nothing in this clause shall limit or exclude any liability for fraud.

15.10 A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.11 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by us.

15.12 The 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.

15.13 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).