

Terms and Conditions

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Welcome to the Rhinoshop.com website terms and conditions for use. These terms and conditions apply to the use of this website at www.Rhinoshop.com. By accessing this website you agree to be bound by these terms and conditions.

Purchasing from us:

We can only ship to limited countries. By submitting your order you are allowing us to use your personal details for the purposes of supplying goods (including passing your details onto couriers and other subcontractors). We will not use your details for other purposes without asking your consent and you may ask that your details are removed from our system by writing to the address above.

1. Contract

1.1 All orders placed by you are on the basis of these Terms and Conditions and are subject to acceptance by us by delivery of the goods to you at which point a legally binding contract is constituted between us. The processing of your payment and acknowledgment of your order does not constitute legal acceptance of your order.

2. Price & Payment

2.1 The price payable for the goods you order is as set out on our web site at the time you place your order plus any charges for delivery as set out in the order form.

2.2 Occasionally an error may occur with our web site and goods may be incorrectly priced in which circumstances we will not be obliged to supply the goods at the incorrect price.

2.3 Subject to clause 2.5, we must receive payment for the whole of the price of the goods you order, and any applicable charges for delivery, before your order can be processed unless we have agreed otherwise in advance in writing.

2.4 We accept VISA, MasterCard, Paypal, IDEAL and Sofort.

2.5 The purchaser is liable for any additional local state, country taxes, import duties or copyright levies, should these arise.

2.6 When adding goods to your cart you will be asked to confirm your vehicle specification and measurements, if you accept and proceed with your order you will be liable for all costs if you have selected incompatible goods and wish to return the goods later. These include collection fees and unavoidable restocking charges for goods that are deemed suitable for repacking.

3. Delivery & Title

3.1 We will deliver the goods in accordance with your order usually within the stated delivery time but certainly within 30 days. In the unlikely event that we do not make the goods available to you within 30 days of accepting your order you will have the option of cancelling your order by notifying us accordingly prior to delivery. A valid signature will be required on collection or delivery and goods must be examined prior to signing. If in the case of apparent damage sign unchecked or damaged. In the unlikely event that you have not received all the goods within the stated delivery time, you must notify us immediately. You must not schedule or commence any installation or fitting until after you have received your order and checked all the goods for any defects or missing parts.

3.2 You must do all that you reasonably can to enable delivery to take place at the given time and place. If you delay delivery, or delivery fails because you have not taken appropriate steps, we will try to arrange for an alternative delivery date within 30 days of the failed delivery. If delivery fails as a result of circumstances within your reasonable control, the cost of any re-delivery shall be borne by you. If we are unable to arrange a date for re-delivery we may cancel your order and refund to you the price that you have paid for the goods, less the failed delivery costs.

3.3 Without prejudice to Clause 3.2, upon delivery of the goods to you, the goods shall be at your risk. In spite of delivery having been made, title in the goods shall not pass to you until you have paid the price for the goods in full and no other sums

whatsoever shall be due to us from you. Until title in the goods passes from us, you shall hold the goods on a fiduciary basis as bailee and shall store the goods at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property.

3.4 Standard delivery charges to most locations on the European mainland, standard charge is €25 Euros for any order below €100. Any order over €100 is sent out without a shipping charge. **Please note that we do not ship to Switzerland.**

4. Availability

While we endeavour to hold sufficient stock to meet all orders, if we have insufficient stock to supply or deliver the goods ordered and paid for by you, we may refund you the price paid for such goods as soon as possible and in any case within 30 days in our absolute discretion, as soon as possible raise a credit to offset the amount invoiced to you.

5. Cancellation & Returns

5.1 You may cancel your order by giving us notice of cancellation within 7 days of the date of delivery to you. Such notice may be given by phone or email. If you are cancelling because of any problem with the goods, please notify us of the problem at the time of cancellation. Goods must be unused and in the original packaging for a full refund less any restocking costs.

5.2 On cancellation for whatever reason, you must return the goods to us at your cost. Where the goods are being returned because they are faulty or incorrectly supplied by us, we will meet the cost of return but we ask that you allow us to nominate the carrier. Once we have received the goods we will check their condition and refund you.

6. Liability

PLEASE READ THIS CLAUSE

6.1 If you have notified us of a problem with the goods within 30 days of delivery, we will (subject to clause 4) either make good any shortage or non-

delivery; replace or repair any goods that are damaged or defective upon delivery; or refund to you the amount paid by you for the goods in question.

6.2 We shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions. Our liability to you shall not in any event include losses related to any business of yours, such as loss of profits or business interruption; neither will we be responsible to you for any other loss which is not a foreseeable consequence of us being in breach of these Terms and Conditions or our legal duties.

6.3 This does not affect your statutory rights if you are a consumer, nor is it intended to exclude our liability to you for fraudulent misrepresentation or for death or personal injury resulting from our negligence.

6.4 Goods are designed and tested for use in the EU only and we cannot confirm that the goods comply with any laws, regulations or other standards applicable outside the EU member states. All goods are sold in accordance with the manufacturer's specifications and are subject to any qualifications, representations or instructions contained in the documentation associated with the goods.

6.5 If you are a trade customer and subject to Clause 6.3, we will not be responsible to you or, in the event that you are undertaking work for another person, to any other person, for the use or installation of any goods by you. Accordingly, if you are a trade customer, you hereby agree to hold us harmless, and indemnify us against any liability associated with, any claim or allegation that we are responsible for any failings in the installation or use of goods that we supply.

7. Privacy

We are aware that you the consumer are concerned as to what happens with personal information provided by you. We respect your privacy and treat all information as private and confidential, we will only use information supplied by you for the purpose of internal accounts purpose, delivery of goods, and for us to keep in

contact with you from time to time regarding your order progress. We may also use this information for improving our quality of service and inform you of promotional deals we are offering from time to time.

We do not and will not sell or release information provided by you to any other third parties, except when in connection with your orders, or in exceptional cases of debt recovery. Unless required by law.

8. Cookies

The use of cookies enables us to keep track of your shopping patterns thus enabling us to identify you. Should you wish you can disable cookies through the browser settings.

9. Termination

We may suspend further supply or delivery, stop any goods in transit or terminate our contract by notice in writing to you if you are in breach of an obligation hereunder or you become unable to pay your debts when they fall due or proceedings are commenced by or against you alleging bankruptcy or insolvency. Upon termination, your indebtedness to us becomes immediately due and payable and we shall be under no further obligation to supply goods to you.

10. Force Majeure

We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes)

11. General

If any part of these conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity, legality or enforceability of any other part of these conditions will not be affected. This contract shall be governed by and interpreted in accordance with Dutch Law.

