



TERMS AND CONDITIONS OF SALE

THE RUBBER COMPANY LIMITED
Company number 08350831
TRC House, Unit 21, Romsey Industrial Estate
Greatbridge Road, Romsey, Hampshire SO51 0HR
United Kingdom

CONTENTS

1. Definitions and interpretation
2. Application and basis of Contract
3. Quotations, estimates and price validity
4. Orders, order acknowledgements and separate Contracts
5. Specifications, samples and technical information
6. Buyer-supplied information, drawings and approvals
7. Bespoke Goods, made-to-order Goods and cancellation
8. Tooling, moulds, dies, jigs and development work
9. Prices, taxes and price adjustment
10. Payment, set-off and credit facilities
11. Delivery, collection, unloading and storage
12. International trade and Incoterms
13. Risk and insurance
14. Retention of title
15. Quantity tolerances, weights and part deliveries
16. Inspection, shortages, transit damage and claims
17. Returns and rejected Goods
18. Warranty and remedies
19. Product suitability, selection and technical advice
20. Installation, use, maintenance and safety
21. Regulatory status, tests and certificates
22. Safety-critical and high-consequence applications
23. Intellectual property rights
24. Confidentiality
25. Data protection
26. Export controls, sanctions and anti-circumvention
27. Anti-bribery, fraud and ethical compliance
28. Force majeure
29. Suspension and termination
30. Consequences of termination
31. Indemnities
32. Limitation of liability
33. Insurance and mitigation
34. Notices
35. Assignment, subcontracting and third-party rights
36. Entire agreement, variation and waiver
37. Severance
38. Governing law and jurisdiction
- Schedule 1 - Product and manufacturing provisions
- Schedule 2 - Online and electronic orders
- Schedule 3 - Consumer and Rubbersmart sales

1. Definitions and interpretation

- 1.1** In these Conditions, the following definitions apply.
- 1.2** “Buyer” means the person, firm, company, public body or other organisation that purchases or agrees to purchase Goods or Services from the Company.
- 1.3** “Business Day” means a day other than a Saturday, Sunday or public holiday in England
- 1.4** “Company” means The Rubber Company Limited, a company registered in England and Wales under company number 08350831, whose registered office is at TRC House, Unit 21, Romsey Industrial Estate, Greatbridge Road, Romsey, Hampshire SO51 0HR.
- 1.5** “Conditions” means these Terms and Conditions of Sale, as amended in accordance with clause 36.
- 1.6** “Contract” means the contract between the Company and the Buyer for the supply of Goods and/or Services, comprising the Order, the Order Acknowledgement, these Conditions and any other document expressly incorporated by the Company in writing.
- 1.7** “Delivery Location” means the place stated in the Order Acknowledgement or, if none is stated, the Company’s premises.
- 1.8** “Goods” means the goods, products, materials, components and items supplied or to be supplied by the Company, including any instalment or part of them.
- 1.9** “Bespoke Goods” means Goods manufactured, cut, converted, fabricated, moulded, extruded, machined, bonded, assembled, printed, packed, labelled or procured to the Buyer’s specification or for a particular Buyer order.
- 1.10** “Incoterms” means the Incoterms® 2020 rules published by the International Chamber of Commerce, or any later edition expressly identified in the Order Acknowledgement.
- 1.11** “Order” means the Buyer’s order, purchase order, acceptance of quotation or other request for Goods or Services.
- 1.12** “Order Acknowledgement” means the Company’s written acceptance or confirmation of an Order, including acceptance by email or through an electronic ordering system.
- 1.13** “Services” means any services supplied by the Company, including design assistance, material selection support, testing coordination, cutting, conversion, fabrication, machining, bonding, assembly, inspection, packing, installation support and other ancillary work.
- 1.14** “Specification” means the description, drawing, data sheet, sample, approved artwork, tolerance, performance requirement or other specification for the Goods or Services expressly agreed in writing by the Company.
- 1.15** A reference to legislation includes that legislation as amended, extended, re-enacted or replaced and includes subordinate legislation made under it.
- 1.16** Headings do not affect interpretation. Words in the singular include the plural and vice versa. “Including”, “includes”, “in particular” and similar expressions are illustrative and do not limit the words preceding them.
- 1.17** If there is an inconsistency between documents forming the Contract, the following order of precedence applies: (a) any written special terms signed by a director of the Company; (b) the Order Acknowledgement; (c) the quotation; (d) these Conditions; and (e) the Order, except that the Buyer’s standard or printed terms shall not apply.

2. Application and basis of Contract

- 2.1** These Conditions apply to every Contract to the exclusion of any terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, except to the extent they cannot lawfully be excluded.
- 2.2** These Conditions apply primarily to Buyers acting for purposes relating to their trade, business, craft or profession. The Company may also accept Orders from Consumers through Rubbersmart or otherwise. Where the Buyer is a Consumer, Schedule 3 applies and any provision of these Conditions which conflicts with the Consumer’s mandatory statutory rights shall not apply to the extent of that conflict. For the purposes of these Conditions, a “Consumer” means an individual acting for purposes wholly or mainly outside that individual’s trade, business, craft or profession. A Buyer placing an Order in a business name, using a business account, requesting a VAT invoice, purchasing for installation at business premises or otherwise indicating that the Order is for business purposes represents that it is acting as a business Buyer. This representation does not remove any statutory rights where the Buyer is legally a Consumer.
- 2.3** A quotation, estimate, catalogue entry, website listing, price list, sample or advertisement is an invitation to treat and does not constitute an offer capable of acceptance.
- 2.4** An Order is an offer by the Buyer to purchase Goods or Services on these Conditions. A Contract comes into existence when the Company issues an Order Acknowledgement, dispatches Goods, commences manufacture or performance, or otherwise communicates acceptance, whichever occurs first.

- 2.5** An acknowledgement of receipt generated automatically by a website or ordering system is not an Order Acknowledgement unless it expressly states that the Order has been accepted.
- 2.6** No employee or agent of the Company has authority to make a representation, warranty, promise or commitment concerning the Goods or Services unless confirmed in writing by a director or authorised signatory of the Company.
- 2.7** The Buyer is responsible for checking the Order Acknowledgement immediately. The Buyer shall notify the Company promptly of any discrepancy. If the Buyer does not notify a discrepancy before manufacture, procurement or dispatch begins, the Order Acknowledgement shall be treated as accurately recording the Contract.

3. Quotations, estimates and price validity

- 3.1** Unless a different period is stated, a quotation is valid for 30 days from its date and may be withdrawn at any time before a Contract is formed.
- 3.2** An estimate is given in good faith using information and costs available at the date of issue. It is not a fixed price unless expressly described as fixed in writing.
- 3.3** Quantities, dimensions, weights, delivery charges, lead times and material yields shown in a quotation or estimate are approximate unless expressly stated to be firm.
- 3.4** The Company may correct any typographical, clerical, arithmetical or technical error or omission in a quotation, estimate, Order Acknowledgement, invoice, catalogue, website or other document. If correction materially changes the Contract, the Buyer may cancel the unperformed part within two Business Days of notification, except for Bespoke Goods or committed third-party costs.
- 3.5** Unless expressly stated otherwise, prices are Ex Works the Company's premises, exclusive of packaging beyond the Company's standard packaging, carriage, insurance, installation, duties, levies, tariffs, customs clearance charges and VAT or other sales taxes.
- 3.6** Any freight or carriage price is based on rates, routes, surcharges, fuel costs, exchange rates and shipment assumptions current when quoted and may be adjusted in accordance with clause 9.

4. Orders, order acknowledgements and separate Contracts

- 4.1** Each Order accepted by the Company constitutes a separate Contract, even where Orders are placed under a framework agreement, call-off arrangement, project, blanket order or common quotation.
- 4.2** A dispute, claim, delay or alleged breach relating to one Contract does not entitle the Buyer to delay payment, reject Goods, suspend performance, set off sums or cancel another Contract.
- 4.3** The Company may accept or reject an Order in whole or in part. Acceptance of one Order does not oblige the Company to accept any future Order.
- 4.4** Any forecast, anticipated volume or estimated requirement supplied by the Buyer is non-binding unless the Company expressly agrees a binding purchase commitment in writing.
- 4.5** The Buyer shall ensure that its Order is complete and accurate and includes all information reasonably required by the Company, including product code, description, quantity, dimensions, material grade, hardness, colour, tolerances, compliance requirements, delivery address, delivery restrictions and requested delivery date.
- 4.6** The Company may rely on the latest version of information supplied or approved by the Buyer. The Company is not responsible for checking whether that information is suitable for the Buyer's intended use.

5. Specifications, samples and technical information

- 5.1** The Goods shall materially conform to the Specification, subject to these Conditions and to normal manufacturing, conversion and commercial tolerances.
- 5.2** Descriptions, illustrations, photographs, drawings, performance data, chemical-resistance tables, temperature ranges, weights, dimensions and other technical information in catalogues, websites, data sheets or marketing material are approximate and for general identification or guidance unless expressly incorporated into the Specification.
- 5.3** A sample establishes only the general type and quality of material. It does not create a sale by sample or a warranty that every part of a production batch will be identical in colour, texture, surface finish, dimensions, physical properties or appearance.
- 5.4** The Company may make changes to the Goods or Specification that do not materially reduce agreed performance, including changes required to comply with law, improve safety, reflect supplier changes or accommodate manufacturing methods.
- 5.5** The Buyer shall not rely on a drawing, CAD file, data sheet or technical document marked preliminary, indicative, concept, not for manufacture, not to scale, subject to approval or words of similar effect.

- 5.6** Where a standard, regulation, approval or certification is material, it applies only if expressly stated in the Order Acknowledgement and only to the product, batch, test method, configuration and use covered by the supporting evidence.

6. Buyer-supplied information, drawings and approvals

- 6.1** The Buyer is responsible for the completeness, accuracy and suitability of every drawing, model, template, sample, specification, bill of materials, artwork, calculation, instruction and other information supplied by or on behalf of the Buyer.
- 6.2** The Buyer warrants that the Company's use of Buyer-supplied information to perform the Contract will not infringe any third-party intellectual property right, breach confidentiality or cause the Company to contravene any law.
- 6.3** The Company may treat the Buyer's approval of a drawing, sample, first-off item, artwork, compound, prototype or Specification as final authority to manufacture or procure the Goods.
- 6.4** The Buyer shall examine approval documents carefully and notify errors before approval. The Company is not liable for an error reproduced from approved or Buyer-supplied information.
- 6.5** If Buyer information is incomplete, ambiguous, inconsistent or late, the Company may suspend work, make reasonable assumptions, revise the price or delivery date, or terminate the affected Contract. The Buyer shall pay costs reasonably incurred as a result.
- 6.6** Any design review, comment or suggestion by the Company does not transfer design responsibility from the Buyer unless the Company has expressly agreed in writing to provide a defined design service and the design criteria and liability basis are stated in the Order Acknowledgement.

7. Bespoke Goods, standard Goods and cancellation

- 7.1** The Buyer may not cancel or amend a Contract without the Company's prior written consent.
- 7.2** The Company may condition consent on payment of all costs, liabilities and losses arising from cancellation or amendment, including raw materials, supplier commitments, labour, machine time, tooling, design work, testing, administration, storage, disposal, transport cancellation charges and loss of contribution or profit.
- 7.3** Bespoke Goods, cut lengths, cut shapes, gaskets, fabricated parts, mouldings, extrusions, bonded assemblies, specially packed or labelled Goods, non-stock materials and Goods specially procured for the Buyer are non-cancellable and non-returnable once procurement or production has commenced.
- 7.4** If the Buyer delays approval, releases, instructions, collection or delivery for more than 30 days, the Company may invoice work completed and committed costs, store the Goods at the Buyer's risk and cost, and revise the delivery programme.
- 7.5** The Buyer shall accept and pay for work in progress, finished Goods and committed materials produced or acquired in accordance with the Contract before cancellation, suspension or termination caused by the Buyer.

8. Tooling, moulds, dies, jigs and development work

- 8.1** Unless the Order Acknowledgement expressly states that title is sold to the Buyer, all tooling, dies, moulds, extrusion tools, cutting tools, jigs, fixtures, gauges, programs, CAD/CAM files, patterns, templates, samples, methods and production know-how created, commissioned or used by the Company remain the Company's property, even where the Buyer contributes to their cost.
- 8.2** A tooling charge is a contribution to development, manufacture, adaptation, set-up or availability and does not by itself transfer ownership or intellectual property rights.
- 8.3** Buyer-owned tooling held by the Company remains at the Buyer's risk unless loss or damage is caused by the Company's failure to exercise reasonable care. The Buyer shall insure it and provide replacement value information on request.
- 8.4** The Company may repair, modify or replace tooling where reasonably necessary. Unless caused by the Company's failure to exercise reasonable care, maintenance, refurbishment, replacement and revalidation costs are payable by the Buyer.
- 8.5** The Company may dispose of tooling that has not been used for three years after giving at least 30 days' written notice to the Buyer's last notified address. If the Buyer requests return, it shall first pay all sums due and all preparation, packing and transport costs.
- 8.6** The Company is not obliged to retain production records, programs, samples or tooling beyond any period expressly agreed in writing or required by law.

9. Prices, taxes and price adjustment

- 9.1** The price is the price stated in the Order Acknowledgement or, if none is stated, the Company's price current at the date of dispatch or performance.
- 9.2** Prices exclude VAT and all other taxes, duties, tariffs, levies, customs charges and governmental charges, which shall be paid by the Buyer in addition where applicable.
- 9.3** The Company may increase the price of the undelivered or unperformed part of a Contract to reflect any increase in costs arising after quotation or acceptance due to: raw materials; supplier prices; energy; labour; packaging; transport; fuel; insurance; currency exchange; import or export duties; tariffs; taxes; port or customs charges; regulatory requirements; changes requested by the Buyer; delay caused by the Buyer; or circumstances beyond the Company's reasonable control.
- 9.4** Where Goods are priced by weight, area, length, volume, time or material usage, the invoice may be based on the actual quantity supplied or resources used, subject to agreed tolerances.
- 9.5** If the Buyer disputes a price adjustment, it shall notify the Company within two Business Days. The Company may elect to continue at the adjusted price, negotiate an alternative, or cancel the affected unperformed part without liability, but the Buyer remains liable for completed work, committed materials and non-cancellable costs.

10. Payment, set-off and credit facilities

- 10.1** Unless the Order Acknowledgement states otherwise, the Company may invoice on dispatch, collection, completion of Services, achievement of a milestone, or when Goods are ready but delivery or collection is delayed by the Buyer.
- 10.2** Invoices are payable in full in cleared funds within 30 days of the invoice date, unless the Company requires pro forma payment or agrees different terms in writing. Time for payment is of the essence.
- 10.3** The Buyer shall pay all sums without deduction, withholding, set-off or counterclaim except a deduction required by law. If a deduction is required by law, the Buyer shall pay any additional amount necessary so that the Company receives the amount it would have received without the deduction, except to the extent prohibited by law.
- 10.4** The Company may apply money received from the Buyer against any invoice, debt, interest or cost in any order it chooses, notwithstanding any allocation proposed by the Buyer.
- 10.5** If payment is late, the Company may charge statutory interest, compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998, or, if that regime does not apply, interest at 8% per annum above the Bank of England base rate, calculated daily from the due date until payment, whether before or after judgment.
- 10.6** On any payment becoming overdue, all other sums owed by the Buyer to the Company become immediately due and payable and the Company may suspend production, dispatch, delivery, credit facilities and performance under any Contract.
- 10.7** Credit limits and payment terms are discretionary and may be reduced or withdrawn at any time. The Company may require advance payment, a deposit, letter of credit, parent guarantee, credit insurance approval or other security if it reasonably considers the Buyer's creditworthiness or payment risk has changed.
- 10.8** The Buyer shall reimburse reasonable legal, debt collection, tracing, storage and enforcement costs incurred in recovering overdue sums or Goods, to the extent not otherwise recoverable by statute.

11. Delivery, collection, unloading and storage

- 11.1** Any delivery date, production lead time or collection date is an estimate only. Time is not of the essence unless a director of the Company expressly agrees otherwise in writing.
- 11.2** The Company shall not be liable for delay or failure to deliver by an estimated date. A delay does not entitle the Buyer to cancel, reject Goods, obtain Goods elsewhere at the Company's expense or claim damages.
- 11.3** The Company may deliver in instalments and invoice each instalment separately. Delay or defect in one instalment does not entitle the Buyer to cancel another instalment or Contract.
- 11.4** Delivery is completed when the Goods are made available at the agreed point under the applicable Incoterm or, for delivery by the Company or its carrier, when the Goods arrive at the Delivery Location ready for unloading.
- 11.5** The Buyer is responsible for providing accurate delivery instructions, safe and suitable access, competent personnel and appropriate unloading equipment. The Buyer shall unload promptly and safely unless the Order Acknowledgement expressly makes unloading the Company's responsibility.
- 11.6** The Buyer shall inform the Company before dispatch of restrictions including vehicle size, booking systems, limited hours, permits, security procedures, lifting requirements and special handling. Additional costs caused by undisclosed restrictions are payable by the Buyer.

- 11.7** If the Buyer fails to take delivery or collect, the Company may store the Goods at the Buyer's risk, invoice them, charge storage and handling, arrange redelivery at the Buyer's cost, or after reasonable notice resell or dispose of them. The Buyer remains liable for any shortfall and associated costs.
- 11.8** The Company may use any carrier, route, mode of transport, consolidation or subcontractor it reasonably selects unless the Contract expressly requires otherwise.
- 11.9** The Company is not responsible for demurrage, detention, port storage, customs storage, waiting time or similar charges caused by the Buyer, consignee, import formalities or circumstances beyond the Company's reasonable control.

12. International trade and Incoterms

- 12.1** Where an Incoterm is stated in the Order Acknowledgement, it shall be interpreted in accordance with Incoterms® 2020 and shall prevail over inconsistent delivery, cost and risk provisions in these Conditions only to the extent of that inconsistency.
- 12.2** The named place or port and the version of Incoterms shall be stated with the chosen rule. A trade expression used without a named rule and place shall not alter these Conditions unless the Company confirms its meaning in writing.
- 12.3** Incoterms allocate certain delivery obligations, costs and risks but do not determine title, payment, product conformity, intellectual property, limitation of liability or governing law, which remain governed by the Contract.
- 12.4** Unless the Company expressly agrees to act as importer of record, the Buyer is responsible for import clearance, import licences, local registration, duties, tariffs, taxes, inspections, port charges and compliance in the destination country.
- 12.5** If the Company agrees a delivered or duty-paid arrangement, the Buyer shall provide timely and accurate importer, tax, customs, classification, end-use and consignee information and cooperate with all formalities. The Company may recover unexpected duties, tariffs, taxes, surcharges and compliance costs not included in the price.
- 12.6** The Buyer shall not require the Company to make a false declaration, use an inaccurate commodity code, understate value, misdescribe origin, conceal the true consignee or end user, or otherwise breach customs or trade law.

13. Risk and insurance

- 13.1** Risk in the Goods passes in accordance with the applicable Incoterm or, if no Incoterm applies: (a) on collection, when the Goods are loaded or made available for loading at the Company's premises; or (b) on delivery by the Company or its carrier, when the Goods arrive at the Delivery Location ready for unloading.
- 13.2** Risk passes independently of title. From the time risk passes, the Buyer is responsible for loss, damage, deterioration, contamination, theft, storage and insurance.
- 13.3** Until title passes, the Buyer shall insure the Goods for their full replacement value against all usual risks with a reputable insurer and, on request, provide evidence of cover and note the Company's interest.
- 13.4** Where returnable packaging, reels, containers, stillages, pallets or other equipment is supplied, it remains at the Buyer's risk while in its possession and shall be returned in good condition within the agreed period. Replacement, repair, rental and collection costs may be charged.

14. Retention of title

- 14.1** Title to the Goods does not pass to the Buyer until the Company receives in full and in cleared funds all sums due to the Company from the Buyer on any account.
- 14.2** Until title passes, the Buyer shall: (a) hold the Goods as bailee for the Company; (b) store them separately where reasonably practicable; (c) keep them identifiable as the Company's property; (d) not remove, deface or obscure identifying marks; (e) keep them in satisfactory condition and insured; and (f) provide information reasonably requested to identify their location and status.
- 14.3** Subject to clause 14.4, the Buyer may resell or use the Goods in the ordinary course of its business before title passes, but may not pledge, charge, grant security over or otherwise encumber them.
- 14.4** The Buyer's right to possess, use or resell Goods for which title has not passed ends immediately if payment is overdue, the Buyer becomes subject to an insolvency event, the Company reasonably believes an insolvency event is imminent, or the Contract is terminated.
- 14.5** When the right in clause 14.3 ends, the Buyer shall make the Goods available for collection. The Company, its agents and contractors may, to the extent permitted by law and on reasonable notice where practicable, enter premises where the Goods are stored to inspect, identify, mark, separate and recover them.

14.6 If the Buyer incorporates Goods into another product before title passes, title to the original Goods does not pass merely because of incorporation to the extent they remain identifiable and removable without material damage. The Company may require reasonable assistance to recover them.

14.7 The Company may recover payment for Goods notwithstanding that title has not passed.

14.8 If any provision of this clause would create a registrable charge or other security interest and is not effective without registration, it shall take effect only to the maximum extent legally effective without registration.

15. Quantity tolerances, weights and part deliveries

15.1 Unless the Contract states a different tolerance, the Company may deliver and invoice up to 10% more or less than the ordered quantity of Bespoke Goods, continuous lengths, cut pieces, mouldings, extrusions and other production-run items.

15.2 For products sold by nominal roll, coil, sheet, strip, weight, thickness, width or length, normal commercial and manufacturing tolerances apply. The Buyer shall pay for the actual quantity supplied within tolerance.

15.3 Variations in density, hardness, thickness and dimensions may affect calculated weights and yields. Published or quoted weights are approximate unless expressly guaranteed.

15.4 The Company may supply from more than one batch or production run unless single-batch supply is expressly agreed. Batch-to-batch variation within Specification is not a defect.

16. Inspection, shortages, transit damage and claims

16.1 The Buyer shall inspect the Goods promptly on delivery and before cutting, processing, assembly, installation, resale or use.

16.2 The Buyer shall notify the Company in writing of: (a) non-delivery within three Business Days after the expected delivery date; (b) visible shortage, incorrect Goods, packaging damage or transit damage within three Business Days after delivery; (c) any other apparent defect within 14 days after delivery; and (d) a latent defect promptly after discovery and in any event within the warranty period in clause 18.

16.3 The notice shall include the order and invoice numbers, product code, quantity, batch or traceability details, photographs, description of the issue, circumstances of discovery and any other information reasonably requested.

16.4 The Buyer shall preserve the Goods, packaging, labels and evidence, shall not continue to use or alter affected Goods, and shall permit the Company or its representative to inspect and test them.

16.5 The Company is not liable for a claim to the extent the Buyer's continued use, processing, installation or failure to preserve evidence increases loss or prevents investigation.

16.6 Signing a carrier's delivery note "unchecked" does not relieve the Buyer from complying with this clause. The Buyer should record visible damage or shortage on the carrier's documentation at delivery.

16.7 If the Buyer does not comply with this clause, the Goods shall be deemed accepted in respect of matters reasonably discoverable on inspection, without prejudice to rights that cannot lawfully be excluded.

17. Returns and rejected Goods

17.1 No Goods may be returned without a return authorisation issued by the Company. Unauthorised returns may be refused, held at the Buyer's risk and cost, or returned to the Buyer.

17.2 Where the Company agrees a commercial return of conforming standard-stock Goods, the Goods must be unused, uncut, uninstalled, uncontaminated, in saleable condition and in original packaging. The Company may deduct handling, inspection, repacking, transport and restocking charges and any reduction in value.

17.3 Bespoke Goods, specially procured Goods, cut lengths, cut shapes, opened compounds, adhesives, perishable or shelf-life-controlled products and Goods that cannot be resold are not returnable unless defective.

17.4 If the Company reasonably requests return for investigation, return transport shall initially be at the Buyer's cost. If the claim is accepted, the Company shall reimburse reasonable standard return carriage agreed in advance.

17.5 Rejected Goods remain at the Buyer's risk until received by the Company. The Buyer shall package them properly and comply with transport, hazardous-goods and contamination requirements.

18. Warranty and remedies

18.1 Subject to these Conditions, the Company warrants that on delivery the Goods will materially conform to the agreed Specification and that Services will be performed with reasonable care and skill.

18.2 The warranty does not apply to a defect or failure caused by: normal wear; ageing; ozone, UV or weather exposure beyond the Specification; compression set; fatigue; abrasion; chemical or fluid incompatibility; temperature, pressure or

load outside agreed limits; poor storage; contamination; incorrect handling; cutting or modification by others; unsuitable mating surfaces; poor installation; inadequate maintenance; accident; misuse; Buyer design; Buyer-supplied materials; or failure to follow instructions.

- 18.3** The warranty does not guarantee service life, appearance, colour stability, absolute dimensional uniformity, fitness for a particular purpose, or compliance with a standard unless expressly included in the Specification.
- 18.4** If the Company accepts that Goods or Services breach clause 18.1, the Company may at its option repair, reperform, replace or credit the price of the affected Goods or Services. This is the Buyer's exclusive remedy, subject to liabilities that cannot lawfully be limited.
- 18.5** Replacement or repaired Goods are warranted only for the remainder of the original warranty period if any, unless the Company agrees otherwise.
- 18.6** The Company is not responsible for removal, dismantling, access, reinstallation, recommissioning, testing at site, loss of fill media, craneage, vessel delay, civil works, production downtime or third-party labour unless expressly accepted in writing.
- 18.7** Except as expressly stated and to the fullest extent permitted by law, all warranties, conditions and terms implied by statute, common law, trade usage or otherwise, including as to quality, fitness for purpose and correspondence with description, are excluded or limited.

19. Product suitability, selection and technical advice

- 19.1** The Buyer is solely responsible for selecting the Goods and determining whether they are suitable, safe and compliant for the intended application, environment and service conditions.
- 19.2** The Buyer shall evaluate all relevant factors, including dimensions, tolerances, loads, movement, speed, abrasion, impact, fatigue, compression, pressure, vacuum, temperature, fire performance, electrical properties, permeability, UV, ozone, weathering, ageing, chemicals, fuels, oils, cleaning agents, food contact, potable water, biological exposure, installation method and maintenance.
- 19.3** Technical advice, material comparisons, calculations, test data, chemical-resistance guidance, service-temperature guidance and product recommendations are supplied in good faith from information available to the Company but are guidance only unless expressly incorporated into the Specification as a warranted performance requirement.
- 19.4** The Buyer shall carry out its own risk assessment, tests, trials and validation under actual or representative service conditions before specifying, installing, reselling or using the Goods.
- 19.5** Knowledge by the Company of an intended application does not make the Company responsible for design or fitness for purpose. The Buyer shall not rely on an employee's informal advice as a substitute for competent engineering, regulatory or safety assessment.
- 19.6** Published maximum or minimum temperatures, pressures, loads and resistance ratings are not guarantees of continuous service life and may depend on duration, geometry, compound, environment, duty cycle, ageing and interacting conditions.

20. Installation, use, maintenance and safety

- 20.1** Unless installation is expressly included in the Contract, the Buyer is responsible for installation, commissioning, use, inspection, maintenance, repair and replacement of the Goods.
- 20.2** The Buyer shall ensure that installation and use are carried out by competent persons using suitable equipment and in accordance with the Specification, data sheets, safety information, applicable law, good industry practice and any site-specific method statement.
- 20.3** The Buyer shall ensure that its employees, contractors, customers and end users receive and comply with safety precautions, handling instructions, storage requirements and limitations supplied with the Goods.
- 20.4** The Buyer shall not remove warnings, traceability information, labels or safety markings and shall pass them through the supply chain where relevant.
- 20.5** The Company is not liable for damage or injury caused by incorrect installation, inadequate support, unsuitable fasteners or adhesives, incorrect surface preparation, incompatible materials, excessive loading, poor maintenance or use outside the Specification.
- 20.6** Where Goods require periodic inspection or replacement, the Buyer shall establish an appropriate inspection and maintenance regime based on application risk and service conditions.

21. Regulatory status, tests and certificates

- 21.1** The Buyer shall identify before Order acceptance every legal, regulatory, certification, testing, documentation, marking, traceability and language requirement applicable to the Goods, their intended use and destination.

- 21.2** The Company is responsible only for requirements expressly accepted in the Order Acknowledgement. General references such as “fully compliant”, “CE”, “UKCA”, “approved”, “food grade”, “fire rated”, “rail compliant” or “marine grade” are insufficient unless the precise legislation, standard, edition, classification, test method, application and evidence are identified.
- 21.3** A certificate of conformity confirms conformity only to the matters stated on it. A test report relates only to the tested sample and conditions and does not by itself certify every production batch or application.
- 21.4** Unless expressly agreed, the Company does not warrant compliance with REACH, UK REACH, RoHS, POPs, TSCA, Proposition 65, conflict-minerals rules, food-contact law, potable-water approvals, medical-device rules, construction-product requirements, rail standards, marine classification or destination-country requirements.
- 21.5** Changes in law, restricted-substance lists, interpretation, standards or enforcement after Contract formation may require a price, lead-time or Specification change. The Company may suspend or cancel affected performance if lawful supply becomes impracticable or commercially unreasonable.
- 21.6** The Buyer shall not alter, combine or use Goods in a way that invalidates a declaration, approval, certificate or test basis and shall not represent that the Company has certified the Buyer’s final product or application.

22. Safety-critical and high-consequence applications

- 22.1** The Buyer shall notify the Company in writing before Contract formation if Goods are intended for an application where failure could reasonably result in death, personal injury, pollution, substantial property damage, loss of vessel or infrastructure, major operational interruption or regulatory breach.
- 22.2** Such applications include, without limitation, marine berthing and fender systems, rail vehicles and infrastructure, aviation, nuclear, defence, lifting, pressure systems, fire protection, electrical safety, medical use, potable water, playground impact protection, flood defence and structural or load-bearing use.
- 22.3** Unless the Company expressly agrees a defined engineering or certification responsibility, the Buyer remains responsible for system design, calculations, safety factors, redundancy, installation design, inspection criteria, proof testing, approval and validation.
- 22.4** The Company may decline supply, require additional information, require independent verification, propose testing, or impose application-specific conditions before accepting a safety-critical Order.
- 22.5** The Buyer shall indemnify the Company against third-party claims arising from the Buyer’s failure to disclose a safety-critical use or to perform the responsibilities in this clause, except to the extent caused by the Company’s breach, negligence or other liability that cannot lawfully be excluded.

23. Intellectual property rights

- 23.1** All intellectual property rights in the Company’s pre-existing materials and in designs, drawings, CAD files, calculations, tools, moulds, dies, jigs, fixtures, programs, methods, processes, specifications, documents, catalogues, websites and know-how created or developed by the Company remain vested in the Company or its licensors.
- 23.2** Payment for Goods, Services, tooling or development does not transfer intellectual property rights unless the Company expressly assigns specified rights in a written agreement signed by a director.
- 23.3** The Company grants the Buyer a non-exclusive, non-transferable licence to use documents supplied with the Goods solely to install, operate, maintain and resell the Goods for their intended purpose. The Buyer shall not use them to manufacture, have manufactured or procure competing products.
- 23.4** The Buyer shall not copy, reverse engineer, scan, measure, reproduce or disclose Company-owned tooling, prototypes, samples, CAD files or manufacturing information except as permitted by law or agreed in writing.
- 23.5** The Buyer grants the Company a royalty-free licence to use Buyer-supplied intellectual property as necessary to perform the Contract.
- 23.6** The Buyer shall indemnify the Company against losses, claims and reasonable legal costs arising from an allegation that compliance with Buyer-supplied information or instructions infringes a third-party right, except to the extent the infringement results from an unauthorised change made solely by the Company.
- 23.7** If a Company-designed standard Good is alleged to infringe a UK intellectual property right, the Company may procure a right of use, modify or replace the Good, or refund the price paid for the affected Good after its return. This clause states the Buyer’s exclusive remedy for such a claim, subject to liabilities that cannot lawfully be limited.

24. Confidentiality

- 24.1** Each party shall keep confidential all technical, commercial and financial information disclosed by the other that is marked confidential or would reasonably be understood to be confidential.

- 24.2** Confidential information may be used only to perform, receive or enforce the Contract and may be disclosed only to personnel, professional advisers, insurers, funders and subcontractors who need to know and are bound by confidentiality obligations.
- 24.3** This clause does not apply to information that is lawfully public, already lawfully known without restriction, independently developed, or lawfully received from a third party without duty of confidence.
- 24.4** A party may disclose information where required by law, court order, regulator or stock exchange, provided it gives prior notice where lawful and reasonably cooperates to limit disclosure.
- 24.5** The obligations in this clause continue for five years after termination, except for trade secrets, which remain protected for so long as they remain trade secrets.
- 24.6** The Company may identify the Buyer as a customer in general customer lists but shall not publish project details, logos or confidential technical information without consent.

25. Data protection

- 25.1** Each party shall comply with applicable data protection law in relation to personal data processed in connection with the Contract.
- 25.2** The Company may process business contact, order, delivery, payment, due-diligence and communication information for contract administration, credit control, fraud prevention, legal compliance, customer service and legitimate business purposes in accordance with its privacy notice.
- 25.3** Unless a separate data-processing agreement is entered into, each party acts as an independent controller of personal data it receives. The Buyer shall ensure it has a lawful basis to provide personal data to the Company.
- 25.4** The Buyer shall not provide special-category or highly sensitive personal data unless necessary and expressly agreed in advance.

26. Export controls, sanctions and anti-circumvention

- 26.1** Each party shall comply with applicable export controls, trade sanctions, financial sanctions, embargoes, anti-boycott rules and customs laws.
- 26.2** The Buyer shall provide accurate information about the purchaser, consignee, end user, destination, end use, ownership, control, financing, transport route and any onward supply, and shall complete due-diligence documents reasonably requested by the Company.
- 26.3** The Buyer warrants that neither it nor, so far as it is aware after reasonable due diligence, the consignee, end user or any person controlling or benefiting from the transaction is a designated or sanctioned person or is located in a prohibited territory, except where the transaction is lawfully licensed and approved by the Company.
- 26.4** The Buyer shall not sell, export, re-export, transfer, divert or make Goods available in breach of applicable law or for prohibited military, weapons, nuclear, chemical, biological, surveillance, repression or sanctioned end use.
- 26.5** The Company may screen parties and transactions, request end-user undertakings, suspend performance, withhold dispatch, change routing or refuse supply while conducting compliance checks. Delay caused by such checks is not a breach.
- 26.6** The Company may terminate immediately if it reasonably believes performance may expose it or its group, banks, insurers, carriers or suppliers to sanctions or export-control risk. The Company shall not be obliged to take an action prohibited by law or contrary to a licence condition.
- 26.7** The Buyer shall indemnify the Company against losses and penalties arising from inaccurate information or the Buyer's breach of this clause, except to the extent caused by the Company's own breach or unlawful conduct.

27. Anti-bribery, fraud and ethical compliance

- 27.1** The Buyer shall comply with applicable anti-bribery, anti-corruption, anti-fraud, anti-money-laundering, tax-evasion facilitation, modern-slavery and competition laws.
- 27.2** The Buyer shall not offer, promise, give, request or accept any improper payment, advantage, rebate, commission or facilitation payment in connection with the Contract.
- 27.3** The Buyer shall notify the Company promptly of any suspected breach connected with the Contract and shall provide reasonable cooperation with an investigation.
- 27.4** A breach of this clause is a material breach entitling the Company to suspend or terminate immediately without liability.

28. Force majeure

- 28.1** The Company is not liable for delay, failure or increased cost caused by an event beyond its reasonable control.

28.2 Such events include acts of God; flood; storm; fire; extreme weather; epidemic or pandemic; war; terrorism; civil disorder; sanctions; embargo; governmental action; border closure; customs delay; cyberattack; IT or telecommunications failure; power or energy shortage; industrial dispute; labour shortage; accident; machinery breakdown; shortage or failure of raw materials, components, packaging or transport; port congestion; vessel cancellation; container shortage; carrier failure; and supplier default caused by such an event.

28.3 The Company may extend time, allocate available stock or capacity among customers, substitute an equivalent material or source where reasonable, suspend performance, change delivery method or location, or cancel the affected part of the Contract.

28.4 The Company shall use reasonable endeavours to mitigate material effects but is not required to incur disproportionate cost, settle an industrial dispute, purchase at uneconomic prices or breach another commitment.

28.5 If a force majeure event continues for more than 90 days, either party may terminate the unperformed affected part by written notice, but the Buyer shall pay for Goods, Services, work in progress, committed materials and costs already incurred.

29. Suspension and termination

29.1 The Company may suspend performance, cancel credit or terminate any Contract immediately by written notice if: payment is overdue; the Buyer breaches the Contract and, where remediable, fails to remedy within seven days of notice; the Buyer suspends or threatens to suspend payment; the Buyer is unable to pay its debts; insolvency, restructuring, administration, liquidation, bankruptcy, receivership or analogous proceedings occur or are threatened; a secured creditor takes possession; the Buyer ceases or threatens to cease business; the Buyer's financial position deteriorates so that performance is at risk; or the Company reasonably suspects fraud, sanctions risk or unlawful activity.

29.2 The Company may suspend or terminate a Contract if the Buyer fails to provide information, approvals, access, security, import documentation or cooperation required for performance.

29.3 The Buyer may terminate an unperformed part only where the Company commits a material breach that is capable of remedy and fails to remedy it within 30 days after receiving a detailed written notice.

29.4 Termination of one Contract does not automatically terminate another Contract, but the Company may terminate or suspend all Contracts where the event affects the Buyer's general ability or willingness to perform.

30. Consequences of termination

30.1 On termination or expiry, all unpaid invoices and accrued interest become immediately due. The Company may invoice completed Goods, Services, work in progress, materials, supplier commitments, tooling, storage, cancellation charges and other sums due under the Contract.

30.2 The Buyer shall return Company-owned materials, documents, tooling, returnable packaging and Goods in which title has not passed and shall permit recovery under clause 14.

30.3 Termination does not affect rights, remedies, obligations or liabilities accrued before termination.

30.4 Clauses intended by their nature to survive shall continue, including payment, title, confidentiality, intellectual property, indemnities, limitation of liability, governing law and jurisdiction.

31. Indemnities

31.1 The Buyer shall indemnify the Company against losses, liabilities, claims, damages, penalties and reasonable legal costs arising from: Buyer-supplied designs or instructions; infringement covered by clause 23.6; breach of export, sanctions or customs obligations; unsafe installation or use by the Buyer; modification or combination of Goods by others; misrepresentation of the Goods; failure to pass on warnings; undisclosed safety-critical use; or injury or damage caused by the Buyer's negligence or breach.

31.2 An indemnity does not apply to the extent a loss is caused by the Company's breach, negligence, fraud or liability that cannot lawfully be excluded.

31.3 The Company shall notify the Buyer of a third-party claim under an indemnity, allow reasonable participation in the defence and not settle an indemnified claim on terms admitting liability by the Buyer without reasonable consultation, except where urgent action is necessary.

32. Limitation of liability

32.1 Nothing in the Contract limits or excludes liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979; defective products under the Consumer Protection Act 1987 to the extent liability cannot be excluded; or any other liability that cannot lawfully be limited or excluded.

- 32.2** Subject to clause 32.1, the Company is not liable, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, for any: loss of profit; loss of revenue; loss of sales or business; loss of production; loss of use; loss of contracts; loss of anticipated savings; loss of opportunity; loss of goodwill; loss or corruption of data; business interruption; demurrage; vessel or vehicle delay; recall cost; or indirect or consequential loss.
- 32.3** Subject to clause 32.1, the Company's total aggregate liability arising out of or in connection with a Contract shall not exceed 100% of the total price paid or payable under the affected Contract.
- 32.4** Where a claim relates to a discrete item, batch, instalment or Service, the liability cap shall be measured by reference to the price of the affected Goods or Services if that is lower and fair and reasonable in the circumstances.
- 32.5** The Company is not liable for losses that the Buyer could have avoided by reasonable inspection, testing, mitigation, contingency planning, stopping use after discovering a problem, or complying with these Conditions.
- 32.6** The Company is not liable for a delay claim unless the Buyer gave written notice that a specific date was critical, the Company expressly accepted time as being of the essence, and the agreed price reflected that obligation.
- 32.7** No claim may be commenced more than 12 months after the Buyer became aware, or ought reasonably to have become aware, of the facts giving rise to it, and in any event more than 24 months after delivery or completion, except for a claim under clause 32.1 or where a shorter or longer period is required by law.
- 32.8** The parties agree that the price, insurance availability, allocation of responsibilities, remedies and exclusions in the Contract are relevant to the reasonableness of this clause.

33. Insurance and mitigation

- 33.1** The Buyer shall maintain insurance appropriate to its business, intended use of the Goods and potential consequences of failure, including product liability, public liability, property, business interruption, marine cargo and professional indemnity where relevant.
- 33.2** Each party shall take reasonable steps to mitigate loss arising from a breach or event connected with the Contract.
- 33.3** The Buyer shall give the Company a reasonable opportunity to investigate, repair, replace or otherwise minimise loss before incurring substantial third-party costs, except where urgent safety action is reasonably required.

34. Notices

- 34.1** A notice under the Contract shall be in writing and delivered by hand, prepaid first-class post, recognised next-working-day courier, or email to the address stated in the Order Acknowledgement or last notified for notices.
- 34.2** A notice is deemed received: if delivered by hand, when left at the proper address; if posted or sent by courier within the United Kingdom, at 9:00 am on the second Business Day after dispatch; if sent internationally, at 9:00 am on the fifth Business Day after dispatch; and if emailed, at the time of transmission unless a delivery failure message is received, provided that an email sent outside business hours is deemed received at 9:00 am on the next Business Day.
- 34.3** This clause does not apply to service of legal proceedings or documents in litigation or arbitration.

35. Assignment, subcontracting and third-party rights

- 35.1** The Company may assign, transfer, charge, subcontract or deal with its rights and obligations under the Contract, provided that subcontracting does not relieve it of responsibility for performance.
- 35.2** The Buyer may not assign, transfer, charge, subcontract or deal with the Contract without the Company's prior written consent.
- 35.3** A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term. The parties may vary or terminate the Contract without the consent of any third party.

36. Entire agreement, variation and waiver

- 36.1** The Contract constitutes the entire agreement between the parties concerning its subject matter and supersedes prior discussions, correspondence, negotiations, arrangements and understandings.
- 36.2** The Buyer acknowledges that it has not relied on any statement, representation, assurance or warranty not set out in the Contract. Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.
- 36.3** A variation is effective only if in writing and signed or expressly approved by an authorised representative of the Company.
- 36.4** A failure or delay to exercise a right is not a waiver. A single or partial exercise does not prevent further exercise. A waiver is effective only for the specific circumstance for which it is given.

36.5 The Company may update these Conditions for future Contracts by publishing or issuing a revised version. The version incorporated into an existing Contract remains applicable unless the parties agree otherwise.

37. Severance

37.1 If any provision is invalid, illegal or unenforceable, it shall be treated as modified to the minimum extent necessary to make it valid and enforceable. If modification is not possible, it shall be deleted.

37.2 Modification or deletion of one provision does not affect the validity and enforceability of the remaining provisions.

38. Governing law and jurisdiction

38.1 The Contract and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

38.2 The courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.

38.3 Nothing prevents the Company from seeking interim, protective or enforcement relief in another jurisdiction or bringing proceedings where the Buyer or its assets are located.

38.4 The United Nations Convention on Contracts for the International Sale of Goods does not apply.

SCHEDULE 1 - PRODUCT AND MANUFACTURING PROVISIONS

1. Rubber and elastomer properties

Rubber and elastomer materials are viscoelastic and may change with time, temperature, storage, load and environment. Hardness, density, tensile properties, elongation, compression set, shrinkage, surface bloom, odour and colour may vary within the Specification and normal batch tolerances.

2. Dimensional tolerances

Unless expressly agreed otherwise, recognised commercial tolerances appropriate to the manufacturing process apply. Extruded, moulded, calendared, slit, waterjet-cut, die-cut, hand-fabricated and bonded Goods may have different tolerances. Dimensions measured without the agreed conditioning, restraint and method may not be comparable.

3. Rolls, sheets and continuous lengths

Rolls and continuous products may include joins, surface marks, edge variation, telescoping, curl, set, minor contamination or packaging impressions within normal commercial acceptance. Exact continuous lengths, perfectly square edges and flatness are not guaranteed unless expressly specified.

4. Colour and appearance

Colour references and photographs are approximate. Shade, gloss, texture and surface finish may differ between batches, materials, curing methods and lighting conditions. Colour matching, cosmetic grade or customer-approved visual standards apply only if expressly agreed.

5. Hardness and test values

Stated hardness values are nominal. Results depend on test method, specimen thickness, geometry, conditioning, instrument and operator. A value stated as Shore A, IRHD or another scale shall not be treated as directly interchangeable with another scale.

6. Sponge and foam

Cell structure, density, compression, recovery, skin, thickness and water absorption may vary within normal process tolerances. Published compression-deflection values are guidance unless specifically warranted.

7. Adhesive-backed products

Adhesive performance depends on substrate, surface energy, cleanliness, preparation, pressure, dwell time, temperature, moisture, ageing and loading. The Buyer shall conduct adhesion trials. Adhesive backing is generally an assembly aid and shall not be assumed to provide structural retention unless expressly specified.

8. Bonded and fabricated assemblies

Bond lines, seams, scarf joints, mitres and hand-fabricated details may remain visible. Bond strength and durability depend on geometry, loading and environment. The Buyer shall not treat a bonded assembly as pressure-retaining or safety-critical unless expressly designed and validated for that duty.

9. Marine fenders and engineered systems

Unless the Company expressly contracts to provide system design, performance data for marine fenders or similar products relates to defined test conditions and unit products. The Buyer is responsible for berthing analysis, panel design, chains, anchors, fixings, hull pressure, tolerances, installation, inspection, safety factors and site conditions.

10. Matting, flooring and playground products

The Buyer is responsible for substrate condition, drainage, installation, edge restraint, trip hazards, cleaning, inspection and suitability for users. Critical fall-height or impact-attenuation performance applies only to the complete tested system, installed and maintained in accordance with the relevant specification.

11. Fire, smoke and rail classifications

A fire or smoke classification applies only to the material, thickness, substrate, orientation, test method and end-use conditions stated in the evidence. Cutting, laminating, adhesive backing, contamination, installation or combination with other materials may alter performance.

12. Shelf life and storage

Shelf-life information assumes unopened packaging and recommended storage. Heat, sunlight, ozone, humidity, deformation, contamination and poor stock rotation may reduce life. The Buyer shall inspect aged Goods before use.

13. Chemical and temperature compatibility

Compatibility tables and maximum temperature figures are guidance. Chemical concentration, mixture, pressure, cycling, exposure time, stress and ageing may materially affect performance. The Buyer shall perform application testing.

14. Buyer-supplied materials

The Company is not responsible for latent defects, inconsistency, contamination, insufficient quantity or unsuitability of Buyer-supplied materials. Additional handling, testing, scrap and machine-cleaning costs are payable by the Buyer.

15. Traceability and records

Batch traceability, certificates, inspection reports, samples and record-retention periods are supplied only where expressly agreed. The Buyer shall identify such requirements before Order acceptance.

SCHEDULE 2 - ONLINE AND ELECTRONIC ORDERS**1. Account users and authority**

An online account and electronic ordering facility may be used by business Buyers and Consumers. A person placing an Order on behalf of a business or other organisation warrants that they are authorised to bind that Buyer.

2. Account security

The Buyer is responsible for account credentials, authorised users and activity through its account. It shall notify the Company promptly of suspected unauthorised use.

3. Product information

Website images, stock indications, lead times and prices may change and are not guaranteed until the Company issues an Order Acknowledgement.

4. Contract formation

An automated receipt confirms receipt only. Acceptance occurs in accordance with clause 2.4.

5. Errors and availability

The Company may reject or cancel an Order affected by a pricing, stock, technical or system error, or where Goods are unavailable. Any payment received for cancelled Goods will be refunded.

6. Electronic communications

The Buyer consents to receiving contractual documents, invoices, notices and records electronically and is responsible for maintaining current contact details.

7. Consumer Orders

Where an Order is placed by a Consumer, Schedule 3 applies. Where an Order is placed by a business Buyer, statutory consumer cancellation rights do not apply.

SCHEDULE 3 - CONSUMER AND RUBBERSMART SALES

1. Application

1.1 This Schedule applies where the Buyer is a Consumer and purchases Goods through the Rubbersmart website, by telephone, by email or through another distance-selling method.

1.2 This Schedule supplements the remainder of these Conditions. If there is any conflict between this Schedule and another provision of these Conditions, this Schedule shall prevail in relation to a Consumer.

1.3 Nothing in these Conditions affects the Consumer's statutory rights, including rights under the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

2. Seller information

2.1 Rubbersmart is a trading name of The Rubber Company Limited, a company registered in England and Wales under company number 08350831.

2.2 The Company's registered office and contact address is TRC House, Unit 21, Romsey Industrial Estate, Greatbridge Road, Romsey, Hampshire SO51 0HR, United Kingdom.

2.3 The Company's telephone number, email address, VAT registration number and other information required by law shall be displayed on the Rubbersmart website and in the Order confirmation.

3. Consumer and business status

3.1 A person is a Consumer where that person is an individual purchasing Goods wholly or mainly for purposes outside their trade, business, craft or profession.

3.2 A Buyer purchasing Goods for use in a trade, workplace, commercial property, industrial application, resale, contracting activity or professional activity is a business Buyer and is subject to the business provisions of these Conditions.

3.3 The Buyer shall provide accurate information regarding the purpose of the Order. The Company may ask the Buyer to confirm whether the Order is being placed as a Consumer or as a business.

3.4 Where the Buyer places the Order in a company or trading name, provides a business VAT number, uses a trade account or expressly confirms that the purchase is for business use, the Company may reasonably rely on that information, subject to the Buyer's status under applicable law.

4. Product information

4.1 The Company shall take reasonable care to ensure that descriptions, dimensions, prices and photographs displayed on Rubbersmart are accurate.

4.2 Images are illustrative. Colour, shade, texture, surface finish and appearance may vary because of screen settings, lighting, manufacturing processes, natural material variation and production batches.

4.3 Rubber and elastomer products are subject to the product characteristics and manufacturing tolerances set out in Schedule 1, provided those provisions are fair, transparent and applicable to the particular Goods.

4.4 Before ordering, the Consumer is responsible for checking measurements, quantities, product descriptions and any options selected.

4.5 Where the Consumer provides measurements or specifications, the Company is entitled to manufacture or cut the Goods using that information.

5. Order and contract formation

5.1 The website checkout process allows the Consumer to review and correct the Order before submitting it.

5.2 Submitting an Order is an offer to purchase the Goods.

5.3 The Company may decline an Order where: (a) the Goods are unavailable; (b) the Company cannot obtain payment authorisation; (c) a price or product-description error has occurred; (d) delivery restrictions apply; (e) the Order appears fraudulent or unlawful; or (f) the Company cannot reasonably fulfil the Order.

5.4 Where the Company cannot accept an Order, it will refund any payment taken.

6. Prices and payment

6.1 Prices displayed to Consumers shall include VAT where required by law.

6.2 Delivery charges and any other mandatory charges shall be shown before the Consumer submits the Order.

6.3 Payment is due at checkout unless the Company expressly agrees otherwise.

6.4 If a price is obviously incorrect and the Consumer could reasonably have recognised the error, the Company may reject or cancel the Order and refund any amount paid.

7. Delivery

7.1 The Company shall deliver the Goods to the address provided by the Consumer.

7.2 Any estimated delivery date is an estimate unless the Company expressly agrees that delivery by a specific date is essential.

7.3 Unless a different period is agreed, the Company shall deliver the Goods without undue delay and no later than 30 days after the Contract is formed.

7.4 The Consumer is responsible for ensuring that the delivery address is accurate and that reasonable access is available.

7.5 Risk in the Goods passes to the Consumer when the Goods come into the physical possession of the Consumer or a person identified by the Consumer to receive them, other than the carrier.

8. Right to cancel standard Goods

8.1 Subject to clause 9 of this Schedule, a Consumer purchasing Goods online, by telephone or by another distance-selling method may cancel the Contract without giving a reason.

8.2 The cancellation period expires 14 days after the day on which: (a) the Consumer, or a person nominated by the Consumer other than the carrier, receives the Goods; (b) the last item is received where multiple Goods ordered together are delivered separately; or (c) the last lot or piece is received where Goods are delivered in multiple lots or pieces.

8.3 To cancel, the Consumer must inform the Company by a clear statement before the cancellation period expires. The Consumer may use the model cancellation form at the end of this Schedule, but is not required to do so.

8.4 The cancellation right under this clause generally applies to standard, unmodified Goods supplied directly from the Company's normal saleable stock, including standard Goods stocked at the Company's Romsey premises.

8.5 The fact that Goods were present in stock does not create a cancellation right where the Goods have subsequently been cut, altered, adapted, combined, labelled or otherwise prepared to the Consumer's specification.

9. Goods for which there is no change-of-mind cancellation right

9.1 The statutory change-of-mind cancellation right does not apply to Goods which are manufactured to order and not held in stock, made to the Consumer's specifications or are clearly personalised.

9.2 This includes, where applicable: (a) Goods cut to a length, width, thickness, shape or other measurement selected or supplied by the Consumer; (b) cut gaskets, washers, strips, profiles, mats, pads, seals or fabricated components; (c) Goods waterjet cut, die cut, slit, machined, drilled, bonded, moulded, extruded, printed or assembled for the Consumer; (d) Goods manufactured to a drawing, template, sample, CAD file or specification supplied or approved by the Consumer; (e) Goods supplied in a non-standard colour, compound, hardness, finish, packaging or labelling; (f) Goods specially procured, imported or manufactured specifically for the Consumer and not ordinarily held as standard resale stock; (g) custom kits or assemblies prepared specifically for the Consumer; and (h) any other Goods clearly identified before purchase as bespoke, personalised, made-to-order or non-cancellable.

9.3 The relevant product page and checkout process should identify Goods falling within this clause before the Consumer places the Order.

9.4 This clause concerns change-of-mind cancellation only. It does not affect the Consumer's rights where Goods are faulty, not as described or otherwise do not conform to the Contract.

10. Returns following cancellation

10.1 The Consumer shall return cancelled Goods without undue delay and no later than 14 days after informing the Company of the cancellation.

10.2 Unless the Goods are faulty or incorrectly supplied, the Consumer is responsible for the direct cost of returning them.

10.3 Goods must be returned to: Rubbersmart Returns, The Rubber Company Limited, TRC House, Unit 21, Romsey Industrial Estate, Greatbridge Road, Romsey, Hampshire SO51 0HR.

10.4 The Consumer is responsible for the Goods until they are received by the Company and should use suitable packaging and an appropriate tracked or insured delivery method.

10.5 The Company may arrange collection where agreed. The Consumer may be charged the direct cost of collection where this was disclosed before the Contract was formed.

10.6 Where Goods cannot normally be returned by post because of their size, weight or nature, the Company shall provide or make available an estimate of the return cost before the Order is placed where required by law.

11. Refunds following cancellation

11.1 Where the Consumer validly cancels, the Company shall refund: (a) the price paid for the cancelled Goods; and (b) the cost of the least expensive standard delivery method offered by the Company.

11.2 The Company is not required to refund any additional cost arising because the Consumer selected an enhanced or expedited delivery service.

11.3 The Company may withhold the refund until it receives the returned Goods or the Consumer provides evidence that they have been sent back, whichever occurs first.

11.4 The refund shall be made no later than 14 days after the applicable event in clause 11.3.

11.5 The refund will normally be made using the same payment method used for the original transaction unless otherwise agreed.

11.6 The Company may reduce the refund to reflect any reduction in the value of the Goods caused by handling beyond what would reasonably be permitted when examining the Goods in a retail shop.

11.7 Cutting, installing, bonding, drilling, contaminating, marking, materially compressing or using the Goods beyond reasonable inspection may constitute excessive handling and may substantially reduce their value.

12. Voluntary returns outside statutory rights

12.1 The Company may, at its discretion, accept the return of standard saleable Goods outside the statutory cancellation right.

12.2 Any voluntary return is subject to prior authorisation and may be subject to reasonable delivery, inspection, repacking, administration and restocking charges.

12.3 No voluntary return policy limits the Consumer's statutory rights.

13. Faulty, damaged or incorrectly supplied Goods

13.1 Goods supplied to Consumers must be as described, of satisfactory quality and fit for any particular purpose made known to and accepted by the Company where required by law.

13.2 The Consumer should contact the Company promptly where Goods appear faulty, damaged or incorrectly supplied.

13.3 The Company may request photographs, measurements, packaging information, batch information or return of the Goods so that the issue can be investigated.

13.4 Depending on the circumstances and the Consumer's statutory rights, the Consumer may be entitled to repair, replacement, price reduction, rejection or refund.

13.5 The short reporting periods in clause 16 of the main Conditions do not remove or reduce a Consumer's statutory remedies.

13.6 Nothing in the Conditions excludes liability for Goods lost or damaged before risk passes to the Consumer.

14. Product suitability and installation

14.1 The Consumer should read product descriptions, warnings, installation guidance and safety information before purchase and use.

14.2 Where the Consumer tells the Company of a particular purpose and reasonably relies on the Company's skill or judgment, the Consumer's statutory rights remain unaffected.

14.3 General technical information on the website is guidance and does not replace appropriate professional advice where the application is safety-critical, structural, electrical, fire-related, marine, playground-related or otherwise carries a material risk of injury or property damage.

14.4 The Consumer is responsible for installation and use unless installation is expressly included in the Contract.

15. Liability to Consumers

15.1 Nothing in these Conditions limits or excludes liability where it would be unlawful to do so.

15.2 The business-specific exclusions, indemnities, claim limits and liability caps in clauses 31 and 32 apply to Consumers only to the extent that they are lawful, fair and enforceable.

15.3 The Company does not exclude liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the Consumer's statutory rights; (d) defective products where liability cannot lawfully be excluded; or (e) any other liability which cannot lawfully be limited.

15.4 The Company is responsible for reasonably foreseeable loss or damage caused by its breach of the Contract or failure to use reasonable care and skill.

15.5 The Company is not responsible for business losses suffered by a Consumer, including loss of profit, business interruption or loss of business opportunity, because Goods sold to a Consumer are intended only for private use.

16. Complaints

16.1 Complaints may be made using the contact information displayed on the Rubbersmart website.

16.2 The Consumer should provide the Order number, a description of the issue and any relevant photographs or supporting information.

16.3 Nothing in this clause prevents the Consumer from exercising statutory rights or seeking assistance from Citizens Advice, Trading Standards or a competent court.

17. Governing law

17.1 These Conditions are governed by the law of England and Wales.

17.2 A Consumer resident in another part of the United Kingdom retains any mandatory protection provided by the law applicable to that Consumer.

17.3 A Consumer may bring proceedings in the courts having jurisdiction under applicable consumer law.