

RHINO STRUCTURES LTD

TERMS, CONDITIONS & GENERAL SPECIFICATIONS

1. Definitions

- 1.1 “You” and “Your” means you the customer.
- 1.2 “Rhino Structures” means Rhino Structures Limited.
- 1.3 “the Quote” means the quote supplied together with these terms or any subsequent quote that is accepted by You.

2. Kitset Structure Pricing:

- 2.1 This is Rhino Structures Limited’s (“Rhino Structures”) “Kitset Price” Quote relates to the supply of the listed kitset structure above only. Please check this Quote thoroughly as anything previously advised or discussed that is not specifically noted or listed within this Quote is not allowed for and will not be supplied.
- 2.2 Unless specifically stated as being included in this Quote, assembly of the kitset, concrete foundations or floor, excavation or any other costs have not been allowed for and will not be supplied.
- 2.3 Engineering standards and local Council requirements may require changes to the specification of the Kitset Price offered in this Quote. Rhino Structures Ltd reserves the right to make engineering and design changes, where necessary, prior to material supply commencing. If it becomes necessary to alter design due to Engineering or local Council requirements during this process, the associated costs of extra materials or services required may become payable by you as customer (“You”). In any case, all additional costs will be discussed and agreed to by both Rhino Structures Ltd and You prior to the commencement of manufacturing.
- 2.4 The Kitset Price listed in this Quote is subject to any price increases relating to price rises that Rhino Structures Ltd suppliers may announce from time to time. The price rise shall only apply, where due to the non-performance or any such action by You, Rhino Structures is unable to commence manufacture or supply of the Kitset structure by the price rise date. Any price rise will be discussed and communicated in writing to You as soon as any price rise is received by Rhino Structures from its suppliers. You will be given opportunity to make payment immediately and take delivery of materials to avail yourself of the rate listed in this Quote should you wish.

2.5 Unless specifically stated GST is not included in any prices. GST is charged at the going rate as listed by the Inland Revenue Department of New Zealand. Should the rate of GST alter, GST will then be calculated based on the going and published rate applicable at the date of invoicing. Should You require a GST exempt invoice for purposes of export – proof of shipping documentation will be required prior to invoicing and release of materials.

3. Engineering:

3.1 All Rhino Structures Building Kitset structures are designed and engineered specifically for your site location to appropriate New Zealand (or Pacific Island) Standards. Our independent structural engineers design all structures in accordance with the following standards: 1 | Page

- AS/NZS 1170 for loadings;
- AS/NZS 4600 for cold formed sections;
- AS 4100 for steel component;
- AS 3600 for concrete components; and
- NZ3604/NZ3603 for timber framing and poles.

They will provide a site-specific producer statement (PS1) together with supporting engineering calculations, plans and specifications. Rhino Structures uses various steel portal bracket systems that best suit your site location and structure application.

3.2 Our pricing in this Quote does not include a PS2 peer review or PS4 site inspection certificates although our engineers can provide this at an extra cost for you if required.

3.3 Geotechnical reports, fire reports, drainage reports or reports of any other nature which may be requested by council are not included in this Quote unless specifically listed.

3.4 Site plan, drainage plan or any other additional plan detail that may be required by council, other than our standard set of plans provided are not included in this Quote unless specifically listed.

3.5 This Quote does not include any consent fees as charged by your local district council or authority.

3.6 Our foundation design assumes 'Good Ground' as defined in NZS3604, with at least 300kpa Ultimate Bearing Capacity and wind zone as nominated. If in the event a report

recommends alternative design parameters outside of our specified design, the cost of any extra design and foundation work if required, is not included in the price of this Quote.

3.7 All Pacific Island locations require specific engineering design and the use of 0.55mm BMT roofing and cladding materials.

4. Design Criteria:

4.1 Rhino Structures use Region and Zone maps relating to New Zealand available at

http://branz.maps.arcgis.com/apps/webappviewer/index.html?id=1bade5ce36a9459aa0de4bd5cec_d6e36 for the purpose of determining the following:

- Importance Levels – (refer map BRANZ site – or please request a copy from Rhino Structures’s office);
- Wind Regions – Building designs are not engineered for locations in a Lee Zone (refer map BRANZ site – or please request a copy from Rhino Structures office), unless specifically stated in this Quote;
- Snow Zones – Building designs are engineered to a maximum altitude of 400m for Zone N1, 400m for Zone N2, 400m for Zone N3, 200m for Zone N4 and 300m for Zone N5 (refer map BRANZ site – or please request a copy from Rhino Structures office) unless

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specifically stated in this Quote; and

- Earthquake Zones – Engineering is based on location (refer map BRANZ site – or please request a copy from Rhino Structures office). Specific engineering design applies to the Pacific Islands.

5. Manufacture Time:

5.1 Standard manufacturing lead-time is 30 - 120 working days. National and provincial holidays can delay this time.

6. Kitset Payment Schedule:

- 6.1 To receive all appropriate engineering plans, PS1 certificate and supporting documentation an initial deposit of 20% of the total price must be made (“the Deposit”).
- 6.2 The deposit is non-refundable.
- 6.3 A final payment of the balance owing as per the Quote, is payable prior to the delivery/collection of your building kitset.

7. Self-Assembly:

- 7.1 Rhino Structures will provide detailed engineering plans and support to ensure you are able to erect the building with minimal complications. Components are easily identified.
- 7.2 Some cutting and/or drilling may be required on site, so it is important to follow guidance as noted on the plans. If required, we will provide friendly and clear assembly advice over the phone.

8. Dimensions:

- 8.1 All building plan dimensions noted are nominal sizes only. Length and width dimensions are to inside of sheeting. Knee (wall) height is based on portal knee height while apex height is portal apex height (purlins and roofing will add to these heights depending on system / method of construction).
- 8.2 If exact dimensions are crucial to Your project, please discuss the building dimensions with Rhino Structures Ltd to get clarification. If an exact opening or clearance size is required, then this must be specifically nominated as “exact size” in this Quote.
- 8.3 Dimensions noted for roller doors, PA doors, ranch sliders & windows are framing trim sizes - not clear opening sizes. Plan positioning of windows may be for illustration purposes only.

9. Main Building Components

9.1 Timber poles supplied will be H5 treated of high density grade. Timber purlin / girt and wind post framing supplied will be SG8 H3 treated. Fastenings are a combination of tek screws and structural bolts. All steel components of the building are designed to be suitable for conditions generally described as 'Non-Aggressive'.

9.2 Once construction is complete you will need to carry out regular maintenance. Guidance on suitable environmental conditions, regularity of maintenance requirements and warranties can be sourced at the New Zealand Steel website, www.nzsteel.co.nz. Guides are also available on request from Rhino Structures Ltd. Improper maintenance will void any warranty or guarantee provided by us.

9.3 Specific material warranties, based on building location and environmental conditions take precedence over the any Rhino Structures Ltd structural guarantee on materials. If directly exposed to the weather, warranties on framing become null and void.

10. Bracing:

10.1 Where nominated for use in the engineering plans, steel strap bracing is provided to wall and/or roof areas. If nominated for use in the engineering plans, apex and/or knee braces will be provided. Please note that the existence of apex braces and knee braces will reduce the internal clearance height of the building. Apex / Knee braces do typically create a more cost-effective building.

10.2 Unless otherwise stated quotes are for a building with Apex/Knee braces.

11. Foundation / Framing Connection Method:

11.1 Connection of the structure's main columns is determined by the building design. Where the primary design is timber pole, the poles will be set into concrete in a pier type foundation. Where the primary structure is steel, either cast in concrete fixing or chemical anchor fixing will be used. Due to the chemical injection being a hazardous good, chemical injection kits (Anchor Fix product or similar) are not supplied as part of the building kitset because of risks during transport.

12. Guttering and Downpipes:

12.1 Type and size of guttering and downpipes is as specified in the Quote. Downpipes will be supplied to take water from gutter to ground level only, downpipe droppers are included but silicon is not provided as part of the building kitset.

12.2 Joining to underground services or connecting to tank or other holding vessel is not included in the quote unless specifically listed.

13. Building Paper

13.1 Building paper is supplied for roof and/or walls area only as specified in the Quote. Type is as specified in the Quote. Please note that building paper or under roof insulation is essential if you require protection against the effects of condensation. Netting is not included unless specifically noted in the Quote.

14. Skylights:

14.1 Skylights will be made of Translucent Fibreglass sheeting of the same profile as the roofing or cladding and will be Industrial grade weight 1800 grams per square metre (GSM) unless stated otherwise in the Quote.

14.2 Safety mesh is recommended to be laid under Skylights to mitigate risk of falling through when performing maintenance. Safety mesh is not included unless specifically stated in the Quote.

14.3 As an alternative to laying of safety mesh under Skylights, a “trafficable” Skylight sheeting is available at a grade weight of 3600 GSM – this can bear the weight of a person for safety purposes. This is not included unless specifically stated in the quote.

15. Dividing / internal walls:

15.1 Steel profile sheeting will be provided to one side of wall only unless specifically stated in the Quote. If internal studs only are required and you are providing the lining material this will be specifically stated in the Quote.

16. Mezzanine Floors:

16.1 No flooring, stairs or balustrades are provided unless specifically stated in the Quote. Combined loading for mezzanine floors can be designed and supplied ranging from 1.5 – 5.0kPa (approx. 150 – 500kg per square meter). The heavier the load, the greater the impact on the pricing. Specific loading will be stated in the Quote if a mezzanine is included.

17. Vermin Flashing:

17.1 Vermin flashing and/or bird proofing above the roller doors is not included unless specifically stated in the quote.

18. Roller Doors:

18.1 Unless specified in the Quote, roller doors are not wind rated. In most instances, all roller doors are keyed alike. Some roller door types in some areas have a limited colour range. The finish, Colorsteel or powder-coated, is dependent on roller door type. Wind lock guides are available where extreme wind situations exist. These will not be included unless specifically stated in the Quote.

18.2 Roller Shutter Doors are available on request and represent a heavier duty option than roller doors. Typically, these doors are used in an industrial or commercial situation and will cost more than the roller door equivalent. Roller Shutter Doors will not be included unless specifically stated in the Quote.

18.3 All roller doors and roller shutter doors are wrapped to protect them during transport. However extreme care is required when unloading these doors as this is when damage to the doors is most likely to happen. Rhino Structures Ltd will not accept responsibility for damage incurred whilst unloading of any roller door or roller shutter door.

19. Personnel Access Doors:

19.1 Personnel access doors will be supplied as Colorsteel® or Zinalume® sheathed doors complete with framing, header and jamb flashings with a standard keyed lockset. Aluminium premium personnel access doors can be supplied with a range of glazing or solid panels installed. Personnel access doors are not included unless specifically stated in the Quote.

20. Aluminium Joinery:

20.1 Aluminium joinery is not included unless specifically stated in the Quote. Unless stated otherwise, all joinery is single glazed. Sizing is framing trim size not clear opening size – please confirm with Rhino Structures Ltd if confirmation is required.

21. Opening Flashings:

21.1 Flashings supplied are for that of a shed classification only. Header and side flashings are supplied to all door and window openings. For other classifications sill flashings may be required, but these are not provided as part of the building kitset and will only be supplied if stated in the Quote.

22. Plasterboard lining:

22.1 Unless specifically stated – the building listed in the Quote is not suitable for plasterboard lining with a stopped finish. If you require this, Rhino Structures Ltd will confirm price for engineering and extra materials to achieve Your desired outcome. This typically is the case where a portion of the building is being used for an office or a wall is being lined using plaster board as a fire rated material.

23. Kitset Collection:

23.1 Collection is to be made from the various suppliers manufacturing and transport depots. Collection dates, third party addresses and contact details will be advised. Prior to collection You must ensure that the goods are ready for collection on the nominated dates, and upon collection must ensure that all items on the dockets are supplied and not damaged. Should the collection by You be delayed then, at Rhino Structures Ltd discretion, storage fees may apply equal to 1.0% of the contract price per week and payable prior to collection.

24. Kitset Delivery:

24.1 Delivery does not apply to any Hauraki Gulf Islands, Stewart Island or Pacific Island locations. Delivery to site requires Rhino Structures to arrange delivery and applies to all kitset items as noted. You must ensure the building site has suitable, all weather access for large truck deliveries.

24.2 The kitset cost of delivery to site is based on Your site being located on, or close to, a normal delivery run. Additional fees may apply where Your site is situated in a remote location, off the normal delivery run.

24.3 Delivery is by a standard flat deck truck and does not include unloading. Suitable methods of unloading are by forklift, hiab, crane, back-hoe, front end loader or by hand if You have enough labour available.

24.4 Any unreasonable delays in unloading will be on-charged to You. If a Hiab delivery is required, this will be quoted as additional to the contract price and will be charged to You.

24.5 Suitable, all weather site access for large truck deliveries is required. Should the driver at his or her discretion determine that the site is not accessible then the kitset will be returned to the depot for You to collect. The quoted delivery fee will still apply.

24.6 Rhino Structures will not be liable for any expenses, loss or damage resulting from a delay in delivery – the kitset delivery date is an estimate only.

24.7 Shed4U's Insurance for the steel building ceases once the kitset materials are delivered to site or collected from a third party supplier depot(s) and are at Your risk from then on.

25. Acceptance of Goods:

25.1 It is Your responsibility to ensure that all materials noted on the delivery dockets are supplied and that they are in satisfactory condition when taking possession of the kitset items. In the event of material damage or under supply, this must be written on the delivery dockets and signed by the driver.

25.2 Any claim by You must be made by written notice to Rhino Structures within three (3) days and subsequently Rhino Structures must be given reasonable opportunity to inspect materials following any such notice – otherwise it will be deemed that all materials have been accepted by You.

25.3 All goods supplied by Rhino Structures remain the property of Rhino Structures until such time that the goods have been paid for in full. Sheds retains the right to uplift any goods not paid for within 30 days of delivery.

26. Security interest & Default:

26.1 You acknowledge that these terms and conditions create a security interest as that term is defined in the Personal Properties Securities Act 1999 and waive your right under the PPSA to receive a copy of any verification statement or financing change statement.

26.2 You agree that Rhino Structures will have a purchase money security interest, as defined in the Personal Property Securities Act 1999 in any Goods they provide to You and You will provide Rhino Structures with any information they require to register a Financing Statement within 10 working days of You taking possession of the Goods.

26.3 If You default in making any payment due then Rhino Structures may at its sole discretion charge for any material price increases, storage fees and default interest at 1.5% a month from the date at which the default arose. You will also be liable for all recovery costs, including legal expenses incurred by Rhino Structures because of Your Default.

27. Limitation

27.1 To the extent that it is legally possible You and Rhino Structures contract out of any warranties, guarantees or other obligations on Rhino Structures implied by law including by the Consumer Guarantees Act 1993, the Fair Trading Act 1986 and the Sale of Goods Act 1908.