

## **STANDARD TERMS OF TRADE**

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The name that will appear on cardholder statements will be wellies.co.nz.

### **Terms and Conditions**

The following are the terms and conditions of sale which apply to the sale and purchase of any goods or services through this website. By placing an order through this website you agree to these terms and conditions.

### **Product Information**

We make reasonable efforts to ensure that all information on this site is accurate. However, any description of the goods is given by way of identification only. We do not warrant that the description of goods or other content of this site is accurate, complete, reliable, current or error-free.

### **Pricing**

All prices are in New Zealand dollars. If you are domiciled in New Zealand they include G.S.T. They do not include taxes applying in other countries. A valid credit card is required for payment. Your credit card will be charged when your order is accepted. All prices are correct at the time of publication. If your online order is accepted by us it will be the final price paid by you.

### **Ownership, Delivery and Risk**

Ownership and the risk of any loss or damage to goods shall pass to you immediately upon our delivery of the goods to the carrier. We are not a common carrier and do not undertake the obligations or liabilities of one. Any specified delivery dates are estimates only and we shall not be liable for failure to deliver on the estimated date.

### **Acceptance of Order**

Our marketing via this site does not constitute an offer to sell. We may refuse to accept your order for any reason or none.

### **Returns and Refunds**

Goods are supplied in good faith and on a firm sale basis. Goods are not supplied on a consignment or "sale or return" basis. Any claim that goods supplied are defective, non-conforming or short delivered must be made in writing to us within fourteen (14) days of delivery of the goods.

If we recognise your claim then we may at our sole option either:

- a) Refund the contract price of the defective, non-conforming or short delivered goods; or
- b) Replace the goods.

You are responsible for the cost of returning any goods to us.

### **Liability and Guarantees**

If you are requiring goods from us for business purposes, then the Consumer Guarantees Act 1993 does not apply. Nothing in these Terms and Conditions is intended to be inconsistent with consumers' rights under that Act. If there is any inconsistency then the Act shall prevail.

To the maximum extent permitted by law we shall not be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind whatsoever suffered by you

arising directly or indirectly from any breach of contract or any negligence by us. Our liability for any loss, damage or injury to you shall not in aggregate exceed the contract price of the goods supplied.

**Privacy**

We will only provide your personal information to other parties if it is necessary to do so to complete the transaction or if we are required by law to do so. For example, things like receiving and processing your credit card payments and arranging delivery of goods to you will require us to pass on your personal information. We will not supply any personal information to marketing and/or research company or agency. Under the Privacy Act 1993, you have the right to ask to see the information we hold about you. If any of it is incorrect then we will amend it at your request.

**Security**

We take security seriously. To ensure that your credit card and other personal details are kept secure, our payment providers use a digital certificate to encrypt the data. Our website is hosted behind a commercial firewall. We do not keep a record of your credit card number. If we allow you a password, access code or personal account then you must keep their details secure and confidential, not allow other persons to use them, and change your password immediately if you think its security may be compromised.

**Changes to Prices, Product Descriptions or Other Terms of Trade**

We reserve the right to make changes to our site and these terms and conditions and product descriptions and prices and such changes will take effect from the time they are published on this site.

**Governing Law**

Any agreement arising between us shall be interpreted and governed by the laws of New Zealand. Any disputes arising under the agreement or related to this site shall be dealt with by the courts of New Zealand.