

TERMS & CONDITIONS

Kaiwaka Clothing gives customers convenient, quick easy and secure shopping. Products displayed on the site can be purchased using a secure online Mastercard and Visa transaction facility. Your credit card payment will be processed by Kaiwaka Clothing Limited at the time your purchase.

Kaiwaka Clothing offer this website, including all information, software, products and services available from this website or offered as part of or in conjunction with this website (the "Website"), to you, the user, conditioned upon your acceptance of all of the terms, conditions, policies and notices stated here. Kaiwaka Clothing reserve the right to make changes to these Terms and Conditions immediately by posting the changed Terms and Conditions in this location.

The use of this Website is subject to the following terms of use:

Use the Website at your own risk. This Website is provided to you "as is," without warranty of any kind either express or implied. Neither Kaiwaka Clothing nor our employees, agents, third-party information providers, merchants, licensors or the like warrant that the Website or its operation will be accurate, reliable, uninterrupted or error-free. No agent or representative has the authority to create any warranty regarding the Website on behalf of us. Kaiwaka Clothing reserves the right to change or discontinue at any time any aspect or feature of the Website.

Kaiwaka Clothing offer this website, including all information, software, products and services available from this website or offered as part of or in conjunction with this website (the "Website"), to you, the user, conditioned upon your acceptance of all of the terms, conditions, policies and notices stated here. Kaiwaka Clothing reserve the right to make changes to these Terms and Conditions immediately by posting the changed Terms and Conditions in this location.

Your continued use of the Website constitutes your agreement to all such terms, conditions and notices, and any changes to the Terms and Conditions made by Kaiwaka Clothing.

SECURITY

We use the secure Hosted Payment page solution from Payment Express to process online orders. Customers can see their cards being authorized in real time, all in an SSL secure environment. When we transmit sensitive information (such as a credit card numbers) over the internet, we protect it through the use of encryption, such as the Secure Socket Layer (SSL) protocol. Payment Express is also certified AIS compliant. No Credit Card information is stored by Kaiwaka Clothing Limited.

USE OF THE SERVICE BY YOU

Your right to use the Service is personal to you. You may not authorize others to use the Service, and you are responsible for all of your own use of the Service. You may not download, modify, transmit, or otherwise use any material from the Service for public or commercial purposes.

COPYRIGHT

Kaiwaka Clothing is a trade mark of Kaiwaka Clothing Limited. Kaiwaka Clothing Ltd is the owner of the copyright and other intellectual property rights in the material contained in the Service or is permitted by the owner to use such material. No permission is given in respect of the use of such mark or rights, and such use may constitute an infringement of the owner's rights. **DISCLAIMER** Kaiwaka Clothing Ltd and its affiliates shall not be liable to you or any third parties for any direct, indirect, special, consequential or punitive damages allegedly sustained

arising out of your access to or inability to access the Service. This includes viruses alleged to have been obtained from the Service, your use of or reliance on the Service or any of the information or materials available on the Service, regardless of the type of claim or the nature of the cause of action.

PRICING

All prices and delivery charges on our site are in New Zealand dollars (\$NZD) and include New Zealand GST (if any). Kaiwaka Clothing Ltd reserves the right to alter prices and delivery charges for any reason at any time. If this should happen after you have placed an order, we will contact you prior to processing it. Products for delivery outside New Zealand may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of these duties and taxes. Kaiwaka Clothing Ltd will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under its contract with you that is caused by an event outside its reasonable control. Contracts for the purchase of products using the Service, and any dispute or claim arising out of or in connection with them or their subject matter or formulation, will be governed by New Zealand law. Any such dispute or claim shall be subject to the nonexclusive jurisdiction of the New Zealand courts.

FUTURE CHANGES

Kaiwaka Clothing Ltd has the right to revise and amend this Terms and Conditions document from time to time.