

# Kiwi Sheepskins.com Ltd Terms & Conditions

These terms and conditions ("the Terms and Conditions") regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

No person under the age of 18 years may purchase Goods. If you are under 18, please confer with an adult to make your purchase.

We are: Dreaver Investments Limited

Our company number: 6220349 (registered in New Zealand)

Our postal address is: PO Box 282258, Beachlands, Auckland 2147 NEW ZEALAND

You are: a *Visitor to Our Website / Our Customer*

## The Terms and Conditions

### 1 Definitions

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In this agreement:

|               |                                                                                                                                                |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| "Consumer"    | means any natural person who, in connection with this agreement, is acting for purposes which are outside his business.                        |
| "Our Website" | means the entire computing hardware and software installation that is or supports the website having the domain name "www.kiwisheepskins.com". |
| "Goods"       | means any of the Goods we offer for sale on Our Website, including the Cosmetics.                                                              |
| "Content"     | means any material in any form published on Our Website by us or any third party with our consent.                                             |
| "Cosmetics"   | means any cosmetic products we offer for sale on Our Website.                                                                                  |

### 2 Our contract with you

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These Terms and Conditions apply:

- 2.1 So far as the context allows, to you as a Visitor to Our Website and
- 2.2 in any event to you as a buyer or prospective buyer of our Goods.

We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods.

### 3 Your account with us

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- 3.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.
- 3.2 If you use Our Website you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.
- 3.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.
- 3.4 We reserve the right to refuse you access to Our Website.

## **4 Price and Payment**

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- 4.1 We endeavour to keep Our Website prices updated and accurate. Although unlikely, should we have made an error with published prices, we will not send your order until you have confirmed that you wish to order at the new price.
- 4.2 Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than your home currency will be borne by you.
- 4.3 Some banks/credit card companies charge an overseas transaction fee even when we charge in the Customer's home currency. These are unfortunately out of our control and will be borne by you.
- 4.4 Our New Zealand dollar prices include New Zealand Goods and Services Tax (GST). None of our other currency prices include New Zealand GST.
- 4.5 Our UK Pound prices include UK import Value Added Tax (VAT). This will either be pre-paid by us, or for higher value orders where it cannot be pre-paid, we will refund the exact amount you incur which may also include UK Customs duties and a clearance fee.
- 4.6 No other currency prices include taxes or duties - see section 7.

## **5 Delivery**

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- 5.1 Deliveries will be made by the international postal system (or for New Zealand orders by a New Zealand courier) to the address stipulated in your order.
- 5.2 We may despatch the Goods in instalments if they are not all available at the same time.
- 5.3 Goods are sent at our risk until arrival at the delivery address.
- 5.4 We will send you a message by email to tell you when we have despatched your order and will update your order status on Our Website.

## **6 Cancellation of order**

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- 6.1 You may cancel your order at any time before we despatch it.
- 6.2 The option to cancel your order is not available if the Goods are a special order item and work has already started.
- 6.3 Please note that although we obtain a pre-purchase authorisation where payment is made by credit card, for reasons beyond our control completion of that payment may be rejected when your Goods are ready to be delivered. In this event, we reserve the right to cancel your order.

## **7 Foreign taxes, duties and import restrictions**

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- 7.1 If you are not in New Zealand, we have no knowledge of, and no responsibility for, the laws in your country.
- 7.2 You are responsible for purchasing Goods which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country ("Taxes"). You indemnify us against any harm, claim, or other loss incurred or suffered by us as a direct or indirect consequence of you purchasing Goods which cannot be lawfully imported into your country, or your failure to pay any Taxes.

## **8 Faulty goods**

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- 8.1 Our most important task is to ensure your absolute satisfaction. We will always strive to reach that target. However, we acknowledge that mistakes or defects in materials and workmanship can occasionally occur. If you are not wholly satisfied with the Product, please tell us at the earliest opportunity.

- 8.2 You must tell us by email message to [returns@kiwisheepskins.com](mailto:returns@kiwisheepskins.com) specifying the problem or defect so that we have an opportunity to put it right or provide instructions for the item's return. For details, see Our Website's [Returns Policy](#) page.

## 9 Returns and Exchanges

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- 9.1 If any Goods purchased from us, other than Cosmetics or special orders, are not suitable, do not fit, or you've simply changed your mind, we will exchange it or refund the original cardholder in accordance with the terms contained in this section.
- 9.2 Goods that are to be returned or exchanged must be in brand new, unused condition and returned within 90 days of receipt. There's no need to have the original receipt, we just need sufficient information for us to find the original order.
- 9.3 To keep prices down we don't refund the postage costs of sending Goods to you, or pay for the cost of you returning Goods to us except where the Goods are defective. However we make no additional charges such as a restocking fee.
- 9.4 You must email [returns@kiwisheepskins.com](mailto:returns@kiwisheepskins.com) before returning Goods specifying details of the order, the item(s) you wish to return and whether you would like a refund or exchange. For details, see Our Website's [Returns Policy](#) page.

## 10 Disclaimers

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- 10.1 We may make improvements or changes to Our Website, the Content, or to any of the Goods, at any time and without advance notice.
- 10.2 You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.
- 10.3 We give no warranty and make no representation, express or implied, as to:
- 10.3.1 the adequacy or appropriateness of the Goods for your purpose.
  - 10.3.2 the truth of any Content on Our Website provided by someone other than us.
  - 10.3.3 any implied warranty or condition as to merchantability or fitness of the Goods for a purpose other than that for which the Goods are commonly used.
  - 10.3.4 compatibility of Our Website with your equipment, software or telecommunications connection.
- 10.4 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Goods.
- 10.5 In any event, including the event that any term or condition or obligation on our part ("Implied Term") is implied into these conditions by law, then our liability is limited to the maximum extent permitted by New Zealand law, to the value of the goods or services you have purchased. For the avoidance of doubt, any statutory warranty that would otherwise be imposed under the Sale of Goods Act 1908 is expressly excluded.
- 10.6 Any contract evidence by these terms and conditions is subject to any applicable provisions of the New Zealand Consumers Guarantees Act 1993 (which requires us to give certain guarantees to certain consumers of its products and services) and also to the provisions of any overriding laws of any other jurisdiction ("CGA Law"). To the extent that all or any CGA Law can be contracted out of, they are excluded, and the provisions of these terms and conditions shall apply in their place.
- 10.7 Without derogating from clause 10.6, the terms of the Consumer Guarantees Act 1993 will not apply to you if you are ordering or purchasing Goods through Our Website for the purposes of a business, or if you are not a New Zealand resident and not physically in New Zealand at the time you order or purchase Goods through Our Website.

## **11 Your Use of Goods**

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- 11.1 We accept no liability for injury, loss, discomfort, etc arising from the use of any Goods supplied by us.
- 11.2 In using any Goods, you agree to follow any directions for use either provided with those Goods, contained on Our Website on any page describing the particular Goods, or provided to you by us from time to time ("Directions").
- 11.3 You indemnify us against any harm, claim, or other loss incurred or suffered by us as a consequence of you using Goods either contrary to these Terms and Conditions or in contravention of any Directions.

## **12 Content and Intellectual Property Rights**

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- 12.1 We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, data, and software).
- 12.2 We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, and shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.
- 12.3 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 12.4 You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.
- 12.5 Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

## **13 Your email address**

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- 13.1 You represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.
- 13.2 You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.
- 13.3 You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

## **14 System Security**

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- 14.1 We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted.
- 14.2 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.
- 14.3 You may not use any software tool for the purpose of extracting data from Our Website.
- 14.4 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

## **15 Indemnity**

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You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Website, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

## **16 Miscellaneous provisions**

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- 16.1 When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 16.2 Nothing in this agreement or on Our Website shall confer on any third party any benefit or obligation.
- 16.3 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 16.4 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time nor shall any delay in exercise of any power or right be interpreted as a waiver.
- 16.5 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 16.6 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control.
- 16.7 This Agreement shall be governed by and construed in accordance with the laws of New Zealand, without giving effect to any principles of conflicts of laws. Any dispute arising under this Agreement shall be resolved exclusively by the New Zealand courts and legal system. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.