
EASY TEXTILES LIMITED – ONLINE TERMS AND CONDITIONS OF SERVICE

The use of this Website Platform is subject to these Terms and Conditions (inclusive of the Privacy Policy, any other documents referred to herein) of Easy Textiles Limited which constitutes the full Agreement between You and Us.

Please read these Terms and Conditions carefully before You use this Website Platform.

By using the Platform, You have, read, accepted and agreed to be bound by these Terms and Conditions.

If You do not agree with these Terms and Conditions, You should cease using the Website Platform immediately.

1. Definitions

- 1.1 "Agreement" means the Terms and Conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Agreement.
- 1.2 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Agreement, a party's Intellectual Property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, Our information and pricing details.
- 1.3 "Price" means the Price payable (excluding any Goods and Services Tax (GST) where applicable) for the Services, as agreed between Us and You in accordance with clause 4 below and shall be New Zealand dollars (\$NZ) unless otherwise specified.
- 1.4 "Personal Information" means any information that identifies or can be used to identify You, directly or indirectly. Examples of Personal Information include, but are not limited to, first and last name, date of birth, email address, gender, occupation, or other demographic information.
- 1.5 "Goods" shall all Goods supplied by Us to You (and where the context so permits shall include any incidental supply of services). The Goods shall be as described on the invoices, quotation, or any other work authorisation forms as provided by Us to You.
- 1.6 "You", "Your" or "Yourself" means any person/s (end user) being of the legal age of eighteen (18) years.
- 1.7 "We", "Us", "Our" or "Ourselves" means Easy Textiles Limited, its successors and assigns or any person acting on behalf of and with the authority of Easy Textiles Limited.
- 1.8 "Website" means a location which is accessible on the Internet through the World Wide Web and which provides multimedia content via a graphical User Interface.

2. Acceptance

- 2.1 We reserve the right to change any of the Terms and Conditions displayed on this Website (including our Privacy Policy and Our Cookies Policy) at any time by notifying You through this Website that We have done so. By continuing to use this Website it shall be deemed that You agree to be bound by the amended Terms and Conditions as notified and posted on the Website.
- 2.2 If You intend to transact through this Website (i.e purchase Goods then You warrant that You are at least 18 years of age, that You have the power to enter into this Agreement and You acknowledge that this Agreement creates binding and valid legal obligations upon You and once an order is placed and accepted by Us these Terms and Conditions are deemed to be accepted by You by electronic acceptance via this Website.
- 2.3 These Terms and Conditions form the basis of the Agreement between Us and You for the sole purpose of purchase of Goods (**personal use only**), unless it is agreed between You and Us that this Agreement is subject to a commercial transaction.
- 2.4 If You are acquiring Goods for the purposes of a trade or business, You acknowledge that the provisions of the Consumer Guarantees Act 1993 ("CGA") do not apply to the supply of Goods by Us to You.
- 2.5 If You have provided Us with an email address for communication purposes We will fully comply with all requirements under the Unsolicited Electronic Messages Act 2007. It is important that You maintain Your correct information on Your profile (i.e. email addresses etc) so that You do not miss out on any of Our important notices.
- 2.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. On-Line Ordering and Continuous Service

- 3.1 You acknowledge and agree that:
- We do not guarantee the Website's performance;
 - display on the Website does not guarantee the availability of any particular Products; therefore, all orders placed through the Website shall be subject to confirmation of acceptance by Us;
 - on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades. Where able We shall give You advanced warning of the same;
 - there are inherent hazards in electronic distribution, and as such We cannot warrant against delays or errors in transmitting data between You and Us including orders, and You agree that to the maximum extent permitted by law, We will not be liable for Website downtime whether scheduled or otherwise that results in online access not being available and/or for delays or errors in transmitting information and Your responses;
 - if You are not the cardholder for any credit card being used to pay for the Products, We shall be entitled to reasonably assume that You have received permission from the cardholder for use of the credit card for the transaction.
- 3.2 We reserve the right to terminate Your order if it is learnt that You have provided false or misleading information (including but not limited to, where You are to resell the Products for commercial purposes without prior arrangement), interfered with other users or the administration of Our business, or violated these Terms and Conditions.
- 3.3 **All orders for purchase of Goods from Us will only be approved via this Website and a confirmation email will be issued to You once**

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the order is received and processed in Our system.

- 3.4 **Please state at the time of Booking**, if You require an order to be processed urgently or on a deadline.
- 3.5 You acknowledge and accept that colours of items displayed on the Website may not reflect the true and actual colour of such items as this may be affected by external influences such as the quality of images supplied to Us for use, or the quality, age or settings on Your monitor. If colour is a major factor in Your decision making We recommend You contact Us before You agree to purchase the Goods as:
- (a) Goods supplied may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time; and
 - (b) Whilst fabric and component manufacturers make every effort to match dye lots, paints, weaves, colours or shades, these may vary between batches of product and/or between sale samples and the actual Goods supplied; and
 - (c) Fabric and component manufacturers cannot guarantee to produce perfectly uniform patterned product, therefore there is no guarantee that patterned product will match perfectly when installed; and
 - (d) The manufacturing process for blinds, awnings and the like may require seams and cross-joins and that the appearance of these may be affected by light source and in particular the construction of the chosen product. You accept that some mismatching of patterned fabric may result due to the inherent nature of fabric as mentioned in the above clauses; and
 - (e) Fabric flaws, ripples or marks will be considered viewed from at least one (1) metre of distance in an even light; and
 - (f) Painted and powder coated surfaces will have a uniform appearance in colour and texture when viewed from at least one (1) metre of distance in an even light; and
 - (g) All powder coated and painted surfaces shall be free of excessive scratches that penetrate through the layers of coatings to the bare metal or surface below as per accepted industry standards.
- 3.6 You accept that with the nature of fabric, the finished Goods may not roll up or sit level in either the up or down positions. Although We endeavour to fit the Goods to the best possible placement, You shall accept that framing that the Goods are being attached to may not be square and/or plumb.
- 3.7 You accept that tension on fabric (in particular applying to Ziptrak and Zipscreen blinds) may cause some rippling and this is considered accepted industry standards.
- 3.8 Notwithstanding clause 3.5 some Goods may exhibit the **"Moiré Effect"** this is a visual perception that can occur when viewing a set of lines or dots which is superimposed on another set of lines or dots. It can be seen when looking through blinds at another screen or background, such as when blinds may cross over in front of each other, and may cause an adverse reaction in some people (including, but not limited to, those affected by epilepsy). You acknowledge that We accepts no liability in the event of such adverse reaction, and that We shall not be responsible for replacing the Goods or refunding You for such a reason.
- 3.9 For bookings, You can contact Us as follows:
Email: info@easyblinds.co.nz

4. Credit Card Information

- 4.1 We will:
- (a) Keep Your personal details, including credit card details for only as long as is deemed necessary by Us;
 - (b) Not disclose Your credit card details to any third party;
 - (c) Not unnecessarily disclose any of Your personal information, except in accordance with the Privacy Policy (clause 14) or where required by law.
- 4.2 You expressly agree that, if pursuant to this Agreement, there are:
- (a) Any unpaid charges;
 - (b) Other amounts due and outstanding by You;
 - (c) Any Goods (or any part of them) supplied that are lost or damaged, You allow Us the right to collect the full value of the Goods as displayed on Our Website Goods page, unless subject to an insurance claim ;or
 - (d) Any other additional Price due from You which were not known at the time of the return of the Goods, then You grant us the right to immediately charge Your nominated credit card for these amounts, and We are irrevocably authorised to complete any documentation and take any action to recover from the credit card issuer any and all amounts which may be due by You pursuant to the terms of this Agreement.

5. Price and Payment

- 5.1 The Price presented to You on Our Website shall be the full cost as per the checkout dollar figure (\$NZ), however, additional charges may apply, if subject to clause 5.2.
- 5.2 We reserve the right to change the Price, if a variation to Our quotation is requested. Any variations from the scheduled Services or specifications of the Goods (including, but not limited to, the availability of stock, changes in design and measurements or increases to Us in the cost of taxes, levies, materials and labour, delays in shipment etc.) will be charged for on the basis of Our quotation, and will be detailed in writing, and shown as variations on Easy Blinds' invoice. You shall be required to respond to any variation submitted by Us within ten (10) working days. Failure to do so will entitle Us to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 5.3 Time for payment for the Goods being of the essence, the Price will be payable by You on the date/s determined by Us, which shall be:
- (a) At the time of placing an order prior to dispatch of the Goods; or
 - (b) Where payment is made via electronic/online banking the order shall not be deemed accepted by Us until We physically receive the payment.

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- 5.4 Payment may be made by either electronic/on-line banking or credit card (a surcharge may apply per transaction).
- 5.5 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Our sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 5.6 If You owes Us any You shall indemnify Us from and against all costs and disbursements incurred by Us in recovering the debt (including but not limited to, internal administration fee, legal costs on a solicitor and own client basis, Our contract default fee, and bank dishonour fees).
- 5.7 Further to any other rights or remedies We may have under this Agreement, if You have made payment to Us, and the transaction is subsequently reversed, You shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Us under this clause 4 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to Your obligations under this Agreement.
- 5.8 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
- 5.9 Receipt by Us of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognized, and until then Our ownership or rights in respect of the Services, and this Agreement, shall continue.

6. Provision of the Services

- 6.1 Delivery (“**Delivery**” and/or “**Return**”) of the Goods is taken to occur at the time that:
- (a) The designated courier company records a signed receipt of pick-up of the Goods at Our address; or
 - (b) The designated courier company records a signed receipt of pick-up from You and return of the Goods to Our address.
- 6.2 The Delivery and Return costs are included in the Price.
- 6.3 Any time specified by Us for delivery of the Goods is an estimate only and We will not be liable for any loss or damage incurred by You as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties.

7. Risk

- 7.1 Risk of damage to or loss of the Goods passes to You on Delivery.
- 7.2 If any of the Goods are damaged or destroyed following delivery but prior to possession passing to You, We shall be entitled to receive all insurance proceeds payable for the Goods. The production of these Terms and Conditions by Us is sufficient evidence of Our rights to receive the insurance proceeds without the need for any person dealing with Us to make further enquiries.

8. Accuracy of Customer’s Plans and Measurements

- 8.1 We shall be entitled to rely on the accuracy of any plans, specifications and other information provided by You. You acknowledge and agree that in the event that any of this information provided by You is inaccurate, We accept no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
- 8.2 In the event You give information relating to measurements and quantities of the Goods required to complete the Services, it is Your responsibility to verify the accuracy of the measurements and quantities, before You or We place an order based on these measurements and quantities. We accept no responsibility for any loss, damages, or costs however resulting from Your failure to comply with this clause.

9. Specifications

- 9.1 You acknowledge that all descriptive specifications, illustrations, dimensions and weights stated in Us or the You shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of this Agreement, unless expressly stated as such in writing by Us.

10. Defects and Returns

- 10.1 Subject to the Consumer Guarantees Act 1993 “**CGA**”, You agree to inspect the Goods upon delivery and shall within fourteen (14) business days of delivery (time being of the essence) notify Us of any alleged defect, shortage in quantity, damage or failure to comply with the accepted quality, fit for purpose or description.. You shall afford Us an opportunity to inspect the Goods within a reasonable time following delivery if You believe the Goods are defective in any way. If You fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which We have agreed in writing that You are entitled to reject, Our liability is limited to (at Our discretion) replacing the Goods, repairing the Goods or where a major failure occurs a full refund subject to sections 18, 19, 20, 21 & 22 of the CGA. .
- 10.2 Returns will only be accepted provided that:
- (a) You have complied with the provisions of clause 10.1; and
 - (b) We have agreed in writing to accept the return of the Goods; and
 - (c) The Goods are returned at Your cost within reasonable time frame being seven (7) business days of the delivery date; and
 - (d) We will not be liable for Goods which have not been stored or used in a proper manner; and
 - (e) The Goods are returned in the condition in which they were delivered and with all packaging material, price tags, brochures and instruction material in as new condition as is reasonably possible in the circumstances. Any return of Goods must include the original Sales Form/ invoice/receipt number.

11. Warranty and Guarantee

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- 11.1 Subject to the conditions of warranty set out in clause 11.2 We warrant that if any defect in any Goods manufactured or Services provided by Us becomes apparent and is reported to Us within two (2) years of the date of Delivery (time being of the essence) then We will either (at Our sole discretion) replace or remedy the defect.
- 11.2 The conditions applicable to the warranty given by clause 11.1 are:
- (a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) Failure on Your part to properly maintain any Goods or serviced item; or
 - (ii) Failure on Your part to follow any instructions or guidelines provided by Us; or
 - (iii) Any use of any Goods or serviced item otherwise than for any application specified on a quote or order form; or
 - (iv) The continued use of any Goods or serviced item after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (v) Fair wear and tear, any accident or act of God.
 - (b) The warranty shall cease and We shall thereafter in no circumstances be liable under the terms of the warranty if the defect is repaired, altered or overhauled without Our consent.
 - (c) In respect of all claims We shall not be liable to compensate You for any delay in either replacing or remedying the defective Goods or Services or in properly assessing Your claim.
- 11.3 Subject to clause 10.1, Our liability to You in respect of Goods that do not comply with the CGA arising out of a breach by Us of this Agreement, You shall have the right to seek compensation from Us for any loss or damage to You resulting from the failure (other than loss or damage through reduction in value of the Goods) which was reasonable foreseeable as liable to result from the failure in accordance with section 18 of the CGA.
- 11.4 For Goods not manufactured by Us, the right of redress in accordance with the CGA against a manufacturer shall apply be when:
- (a) The Goods fail to comply with the guarantee as to acceptable quality set out in section 6;
 - (b) The Goods fail to comply with the guarantee as to correspondence with description set out in section 9 due to the failure of the Goods to correspond with any description applied to the goods by or on behalf of the manufacturer or with the express or implied consent of the manufacturer;
 - (c) The Goods fail to comply with the guarantee as to repairs and parts set out in section 12;
 - (d) The Goods fail, during the currency of the guarantee, to comply with any express guarantee given by the manufacturer that is binding on the manufacturer in accordance with section 14.
- 12. Title**
- 12.1 The Goods shall at all times remain Our property and is returnable on demand by Us if:
- (a) You have not paid Us all amounts owing; and
 - (b) You have not met all of Your other obligations to Us.
- 12.2 Receipt by Us of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 12.3 It is further agreed that until ownership of the Goods passes to You in accordance with clause 12.1:
- (a) You are only a bailee of the Goods and must return the Goods to Us on request.
 - (b) You hold the benefit of the Customer's insurance of the Goods on trust for Us and must pay to Us the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
 - (c) You must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If You sell, dispose or part with possession of the Goods then You must hold the proceeds of any such act on trust for Us and must pay or deliver the proceeds to Us on demand;
 - (d) We will or Our agent may (as the invitee of Yours) enter upon and into land and premises owned, occupied or used by You, or any premises where the Goods are situated and take possession of the Goods;;
 - (e) You agree to indemnify Us for any loss or damage caused to the Goods, while in Your possession
 - (f) We may recover possession of any Goods in transit whether or not delivery has occurred.
 - (g) You shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Ours.
 - (h) We may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to You.
- 13. Cancellation**
- 13.1 Without prejudice to any other remedies We may have, if at any time You are in breach of any obligation (including those relating to payment) under these Terms and Conditions We may suspend or terminate the supply of Goods to You. We will not be liable to You for any loss or damage You suffer because We have exercised Our right under this clause.
- 13.2 We may cancel any contract to which these Terms and Conditions apply or cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to You. On giving such notice We shall repay to You any money paid by You for the Goods. We shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 13.3 In the event that You cancel Delivery of Goods You shall be liable for any and all loss incurred (whether direct or indirect) by Us as a direct result of the cancellation (including, but not limited to, any loss of profits).

14. Privacy Policy

Storing Personal Information

- 14.1 We will take all reasonable steps to ensure that any personal information held by Us is accurate up-to date, complete, applicable, is not misleading and will only be used for the purposes stated in this Privacy Policy. We will maintain security safeguards to protect the information and will take all reasonable steps to ensure that the information is not disclosed to any unauthorised person or entity.

Securing Information

- 14.2 When making a transaction through this Website personal information will pass through a secure server using SSL (secure sockets layer) encryption technology. The encryption process ensures that the information cannot be read by or altered by outside influences.

Information We Collect

- 14.3 When You request Goods and/or Services We may collect personal information supplied by You when You complete an online form in order to facilitate the purchase of Goods and/or Services. Such information will enable Us to process Your transactions efficiently and analyse Our Website Services and enable Us to provide a higher level of customer service (which may include informative or promotional activities).
- 14.4 We may also collect the following information/tracking data for statistical purposes and to help Us understand how to make Our Website more available and user friendly for You and to measure the success of any advertising activities We may under take:

- (a) Your IP address.
- (b) the date and time of You visit to our Website.
- (c) You click and activate on this site.
- (d) the referring site if any through which You clicked through to this site.
- (e) technical information on Your browser, device and operating systems;
- (f) any input into Our Website.

Information We Release

- 14.5 We will only release information about You as authorised by You, required by law or where required in order for us to provide Goods or Services to You e.g to third party suppliers, or delivery companies. Where supplied to such third parties the information provided will only be sufficient for the third party to perform their services and may not be used by them for any other purpose. We will not release Your information for any purpose which You could reasonably expect Us not to release the information.
- 14.6 Except as detailed above We do not share, give, sell, rent, or lease information to third parties and Your personal information will only be disclosed to those employees within Our organisation who have a need to know in order to ensure You are provided with information about our products and Services or to request Goods and Services through this Website.
- 14.7 Under the Privacy Act legislation You can ask to see any information We may hold about You and You also have the right to have any inaccuracies in the same corrected by Us. We will comply with any such requests to the extent required by the Privacy Act legislation within thirty (30) days of the receipt of Your request.

Other Data Protection Rights

- 14.8 You may have the following data protection rights:
- (a) to access, correct, update or request deletion of Personal Information. We will take all reasonable steps to ensure that the data We collect is reliable for its intended use, accurate, complete and up to date.
 - (b) in addition, individuals who are residents of the European Economic Area "EEA" can object to processing of their Personal Information, ask to restrict processing of their Personal Information or request portability of their Personal Information. You can exercise these rights by contacting Us using the contact details provided in the "Questions and Concerns" section below.
 - (c) similarly, if Personal Information is collected or processed on the basis of consent, the data subject can withdraw their consent at any time. Withdrawing Your consent will not affect the lawfulness of any processing We conducted prior to Your withdrawal, nor will it affect processing of Your Personal Information conducted in reliance on lawful processing grounds other than consent.
 - (d) the right to complain to a data protection authority about the collection and use of Personal Information. For more information, please contact your local data protection authority. Contact details for data protection authorities in the EEA are available at http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm.

Questions & Concerns

- 14.9 If You have any questions or comments, or if You have a concern about the way in which We have handled any privacy matter, please use Our contact form via this Website to send Us a message.

15. Cookies

- 15.1 Our Website uses a technology called cookies (a small element of data that Our Website may send to Your computer) that may be used to provide You with specific information for the purpose of Us tracking site usage and traffic. These cookies **do not read Your hard drive** but may be stored on Your hard drive to enable Our Website to recognise You when You return to the same.

16. Mailing Lists

- 16.1 If at any time You are on Our mailing list, You may request to be removed from the same and We will comply with Your request if there is no unsubscribe button provided then please contact Us with Your request using the "Contact Us" section of this Website.

17. Copyright and Trademarks

- 17.1 The contents of this Website are at all times the copyright or trademark property of either Ourselves, our suppliers or linked third parties and You may not distribute, reproduce, display, publish any trademark or other content of this Website for any purpose whatsoever without the prior written approval of Us, our suppliers or linked third parties (each as applicable). Furthermore You agree to indemnify Us against any

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claims, costs, damages or losses incurred by Us should You fail to comply with clause.

18. Advertisers and Linked Sites

- 18.1 The display on Our Website of any advertiser or the provision of a link to third party Websites does not constitute Our endorsement of either the advertiser or third party provider or any of their Website content or business practices. As We do not have any control of the content of any third party Websites, access to such Websites is at Your sole risk and We recommend that You thoroughly review the Terms and Conditions of use and the Privacy policies of any third party Website immediately You access such a site.
- 18.2 We shall accept no liability in regards to any dealings, promotions or activities between You and advertisers or third party providers.

19. Termination of Use of the Website

- 19.1 These terms and Your access to Our Website may be terminated by Us (at Our sole discretion) at any time without notice or any requirement to give You a reason why. In the event of termination under this clause We shall have no liability to You whatsoever (including for any consequential or direct loss You may suffer).

20. Message Boards

- 20.1 We provide Message Boards for the use of Our Website users. The Message Boards may not be used to promote Websites or any commercial or business activity. We are not responsible for any of the opinions expressed in the Message Boards. By posting a message to the message board You agree to take full legal responsibility and liability for your comments, including for offensive or defamatory statements.

21. Feedback

- 21.1 Feedback is provided for the purpose of facilitating trading by You on Our Website. Feedback provided on other parties must not contain offensive, defamatory, retaliatory or inappropriate language or content. We may remove any feedback that is considered to be offensive, defamatory, retaliatory or inappropriate.
- 21.2 You may only give feedback that relates to a specific transaction. You must not post feedback on a transaction that does not relate to that specific transaction.
- 21.3 You must not post feedback about Yourself or include any contact details or Personal Information in Your feedback.

22. General

- 22.1 Any dispute or difference arising as to the interpretation of these Terms and Conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.
- 22.2 This Website (excluding any linked third party sites) is controlled by Us from Our principal business premises in New Zealand. It can be accessed from countries around the world to the extent permitted by the Website. As each country has laws that may differ from New Zealand, by accessing this site, You agree that the laws and statutes of New Zealand and are subject to the jurisdiction of the Auckland Courts where the Goods and/or Services were supplied and shall apply to any dealings, actions or claims arising out of, or in relation to, this Agreement, or Your use of this Website, irrespective of any conflict with any laws and statutes applicable to Your country of domicile.
- 22.3 The failure by the either contracting party to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 22.4 We shall be under no liability whatsoever for Your actions arising as a result of use/misuse of content provided to others for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by You arising out of a breach by Us of these Terms and Conditions (alternatively Our liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 22.5 We may licence and/or assign all or any part of Our rights and/or obligations under this Agreement without Your consent.
- 22.6 You cannot licence or assign without the written approval from Us.
- 22.7 Neither party shall be liable for any default for payment or Goods and/or Services, delay, defect or deficiency hereunder to the extent that such default, delay, defect or deficiency is caused by an event of force majeure which affects performance by hindering, delaying or making considerably more difficult the fulfilment of commitments of the party, including any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc, ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by You to make a payment to Us.
- 22.8 Both parties warrant that they have the power to enter into this Agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Agreement creates binding and valid legal obligations on them.