

WEBSITE TERMS AND CONDITIONS OF USE

Use of this website is subject to these Terms and Conditions (inclusive of our standard Terms and Conditions, Privacy Policy and any other documents referred to herein) and by accessing and using the Website:

- i) you indicate you have accepted and agreed to these Terms; and
- ii) where your access and use is on behalf of another person / entity (e.g. a company), you confirm that you are authorized to do so and agree to these Terms on their behalf, and that by agreeing to these Terms they are also bound by these Terms.

If you do not agree with these Terms, you should cease using the Website immediately.

CHANGES

We reserve the right to change any of the Terms displayed on our website (including our Privacy Policy) at any time by updating them on the Website. Any change takes effect immediately, unless stated otherwise. You are responsible for ensuring you are familiar with the latest Terms and by continuing to access and use the Website, you agree to be bound by the changed Terms.

If you intend to transact business through this Website, then you confirm you have the authority to do so and you acknowledge that this creates binding and valid legal obligations upon you. We may change, suspend, discontinue, or restrict access to, the Website without notice or liability.

DEFINITIONS

In these Terms:

"Us", "we" or "our" means Carr New Zealand Limited or any person with delegated authority to act on behalf of Carr New Zealand Limited.

"You", "yourself" or "your" means you or both you and the other person / entity on whose behalf you are acting.

Personal information means information about an identifiable, living person or can be used to identify you, directly or indirectly.

Terms means these terms and conditions of use titled Website Terms and Conditions of Use.

Website means <https://leister.com>.

YOUR OBLIGATIONS

You must provide true, current and complete information in your dealings with us, and must promptly update that information as required so that the information remains true, current and complete. You can provide updated information by sending an email to onlinesales@carrgroup.co.nz.

You represent and warrant that your use of this Website will comply with all applicable laws and regulations, and the New Zealand Privacy Policy Act 2020 or any other applicable laws.

You indemnify us against all Loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms, including any failure of a person who accesses and uses our Website by using your User ID.

This website is governed by, and is to be interpreted in accordance with the laws of New Zealand.

PRIVACY POLICY

We are committed to protecting your privacy.

We recognise that your personal information is confidential and we understand that when you choose to provide us information about yourself that you trust us to act responsibly and in your best interests. Therefore, it is important for you to know how we treat your personal information so please read our [PRIVACY POLICY](#) for more information.

PRICING AND FREIGHT

All prices listed on our website are in New Zealand dollars and are inclusive of GST.

We reserve the right to alter prices on our websites at any time for any reason.

Freight and shipping costs are calculated for deliveries within the North Island and South Island of New Zealand only. For deliveries' to Stewart Island or overseas orders or enquiries, please message us through the "Contact Us" section of this Website to obtain quotes and relevant details.

BACKORDERS

Any product showing as "Available on Backorder" is currently out of stock, with replacement stock potentially already in transit to our warehouse, or will be ordered in to meet your order requirement. Delivery time will vary from product to product, or order to order due to environmental and commercial factors beyond our control. If you need a more definitive delivery date, please call or message us prior to placing your order to confirm it meets your expectations, as once your order is placed it cannot be cancelled.

DELIVERIES OF ORDERS

We endeavour to get orders processed and despatched in the fastest and most cost effective manner possible. We use New Zealand Post to ship all standard orders.

Please note delivery timeframes can vary from product to product, or order to order due to environmental and commercial factors beyond our control.

RETURNS

Our policy in relation to Returns, Damaged or Defective Goods shall be as specified in our standard [Terms and Conditions](#) for the supply of Goods and Services. We shall not accept returns for change of mind or if you make a wrong decision unless due to our negligence or incorrect information supplied by us.

INTELLECTUAL PROPERTY

We (and our licensors) own all proprietary and other intellectual property in this site. Everything on this site, unless otherwise stated, is copyright.

We advise that you may not copy or display for redistribution to third parties, or for commercial purposes, any portion of this site without our express permission.

We welcome the use of this site - provided that the user acknowledges all copyright and other notices contained in the content.

DISCLAIMERS

Our website is intended to provide information for people shopping for our products and accessing our services, including making purchases via our website.

While we endeavour to supply accurate information on this site, errors and omissions may occur. The information contained on the Website is provided in good faith as a guide and it is not a substitute for legal, health or professional advice.

To the extent permitted by law, we and our licensors do not accept any liability or responsibility, direct or indirect, to you or any other person for any loss or damage which

may directly or indirectly result from any advice, opinion, information, representation or omission whether negligent or otherwise contained on this site.

You are solely responsible for the actions you take in reliance on the content on, or accessed, through this site.

To the extent permitted by New Zealand law, we make no warranties in relation to the merchantability, fitness for purpose, freedom from computer virus, accuracy or availability of this website.

We make no representation or warranty that the Website is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the Website is not illegal or prohibited, and for your own compliance with applicable local laws.

LIABILITY

To the maximum extent permitted by law you access and use the Website at your own risk, and we are not liable or responsible to you or any other person for any loss under or in connection with these Terms, the Website, or your access and use of (or inability to access or use) the Website.

This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.

Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of the New Zealand Consumer Guarantees Act 1993 or any other consumer protection law that cannot be excluded. To the extent our liability cannot be excluded but can be limited, our liability is limited to NZD100.

SPECIFICATIONS, TECHNICAL DATA AND INFORMATION

Specifications, technical data and information provided on this website is given in good faith and is based on information provided to us by manufacturers and/or suppliers. If you have any concerns as to the suitability of goods provided through this website or their suitability for a particular use, you should contact us in the first instance.

CONSUMER RIGHTS

Nothing in these terms and conditions (or in our Buyer Guarantee) is intended to have the effect of restricting or modifying your rights under the Consumer Guarantees Act 1993, the Fair Trading Act 1986, or any other obligations that cannot be restricted or modified by law.

GENERAL

If at any time you are on a mailing list of ours then 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. If we need to contact you, we may do so by email and you agree that this satisfies all legal requirements in relation to written communications.

These Terms, and any dispute relating to these Terms or the Website, are governed by and must be interpreted in accordance with the laws of New Zealand.

For us to waive a right under these Terms, the waiver must be in writing.