

## **TERMS & CONDITIONS**

### **ONLINE CUSTOMER**

#### **Rugged Valley New Zealand Online Customer Terms & Conditions**

The Rugged Valley New Zealand Online Order System is operated by BD & AE Smith trading as Rugged Valley New Zealand and/or its authorised agents ("Rugged Valley New Zealand" or "we" or "us" or "our"). The "Rugged Valley New Zealand Online Order System" comprises all Rugged Valley New Zealand websites, the software associated with these websites and the facility to enter into transactions to place an order for products sold by Rugged Valley New Zealand and its Related Bodies Corporate (as defined in the Corporations Act 2001 (Cth)) ("Order").

To view our Privacy Policy, [click here](#).

#### **1) Acceptance of terms & conditions**

By viewing, using, accessing, browsing, or submitting any content or material on the Rugged Valley New Zealand Online Order System, you agree to these Online Customer Terms & Conditions, our Privacy Policy, and our Website Terms & Conditions of Use (collectively our "Terms & Conditions") as a binding legal agreement between you and Rugged Valley New Zealand.

If you do not agree to these Terms & Conditions, then you may not use the Rugged Valley New Zealand Online Order System.

#### **2) Use of the Rugged Valley New Zealand online order system**

Not all products can be purchased online. By registering for the Rugged Valley New Zealand Online Order System, you warrant to us that you are at least eighteen years old. You must keep secure any means of identification that we provide to you to access the Rugged Valley New Zealand Online Order System. Rugged Valley New Zealand takes no responsibility for any transactions which may occur because of a disclosure by you of your password to third parties. You are responsible for all use of the Rugged Valley New Zealand Online Order System, and all transactions entered into by means of the Rugged Valley New Zealand Online Order System, using this user identification.

You agree to comply with Rugged Valley New Zealand's Website Terms & Conditions of Use available [here](#). You further agree:

not to use the Rugged Valley New Zealand Online Order System for any commercial or re-supply purposes;

not to access the Rugged Valley New Zealand Online Order System using a third-party's account/registration without the express consent of the account holder;

not to use the Rugged Valley New Zealand Online Order System for illegal purposes;

not to commit any acts of infringement on the Rugged Valley New Zealand Online Order System or with respect to content on the Rugged Valley New Zealand Online Order System;

not to copy any content, for republication in print or online or any other purpose;

not to disrupt, interfere with, or otherwise harm or violate the security of the Rugged Valley New Zealand Online Order System, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Rugged Valley New Zealand Online Order System or affiliated or linked sites.

### **3) Orders**

Rugged Valley New Zealand reserves the right at our absolute discretion to decline or accept Orders made through the Rugged Valley New Zealand Online Order System. Any automatic acknowledgements for such Orders are contingent on our view of any risks, potential delays, or other issues that may arise that are beyond the control of Rugged Valley New Zealand Online Order System. You authorise our agents to charge all fees incurred to the credit card designated by you. If payment is not received from the card issuer or its agents for any reason, you agree to pay us all amounts due on demand.

### **4) Pricing and Payment**

We reserve the right to adjust prices as necessary, without notice. Full payment for products must be made at the time you place your Order.

#### Special Terms Applying to Business Account Holders Only

- a) Unless otherwise agreed, the purchase price shall be paid to Rugged Valley New Zealand at its address by the 20th of the month following the month in which the invoice was dated. Payment will not be accepted by any means other than cash, cheque, direct credit or direct debit.
- b) If any account is in dispute, the undisputed portion of the account shall be payable in accordance with the normal terms of payment in (a). Payment of the disputed portion may be withheld provided the matter is brought to Rugged Valley New Zealand's attention immediately it is discovered and a letter of explanation setting out the particulars of the dispute is sent to Rugged Valley New Zealand within seven days of the dispute arising.
- c) The Business Account Customer shall not be liable for any indebtedness arising from the fraudulent use of the account provided that the Customer must on discovering the fraudulent use of the account immediately notify Rugged Valley New Zealand of such fraudulent use. The burden of proving such use was fraudulent shall lie with the Customer.
- d) The Business Account Customer shall endeavour to return all goods acquired by fraudulent use.

### **5) Storage**

You must collect or take delivery of the products within 14 days from the day that we notify you that they are available. If you fail to do so, Rugged Valley New Zealand may charge reasonable storage fees per delivery per week and/or cancel your Order.

## **6) Delivery**

Delivery charges and estimated dates will depend on where your product is being delivered. Delivery charges and estimated date of delivery will depend on where your order is being delivered to.

You must ensure correct delivery address and access details are provided to us. We will use all reasonable endeavours to meet the estimated delivery date. Under the New Zealand Consumer Guarantees Act 1993 ("Consumer Law"), we have a statutory obligation to deliver goods within a reasonable time. So long as the goods are delivered within a reasonable time, you agree that Rugged Valley New Zealand is not and will not be liable for any loss or damage, however it may arise, if the products are not delivered by the estimated delivery date. Products will only be delivered if a person aged over 18 years and able to accept delivery is at the delivery address. If delivery cannot be made because an appropriate person is not present, a card will be left and you are responsible for arranging collection from the address identified on the card or booking a new delivery.

## **7) Despatch**

As some of the products shown on Rugged Valley New Zealand's website are made to order, these can take between 5-10 days for despatch.

Rugged Valley New Zealand seat covers ordered through customer service may take longer than this if a pattern is required before manufacture can begin.

## **8) Risk**

Risk in Rugged Valley New Zealand products passes on delivery of the products to the customer or its nominated agent or representative. Title passes on delivery of the products to the customer and receipt by Rugged Valley New Zealand of full payment.

## **9) Advice and technical information**

Any advice, recommendation, information, technical information, specification, drawing, description, illustration, dimensions, assistance or service provided by Rugged Valley New Zealand in relation to any products is given in good faith and is believed by Rugged Valley New Zealand to be appropriate and reliable. However, any such advice, recommendation, information, technical information, specification, drawing, description, illustration, dimensions, assistance or service provided by Rugged Valley New Zealand in relation to any products supplied by Rugged Valley New Zealand is approximate only.

## **10) Privacy**

Rugged Valley New Zealand is fully committed to respecting your privacy. For a more detailed view of our Privacy Policy, [click here](#).

### **11) Rugged Valley New Zealand Warranty and Consumer Guarantees**

Rugged Valley New Zealand provides this warranty for its products that have been purchased in New Zealand. This Warranty is subject to the Consumer Law. The Warranty period commences from the date of sale:

2 years for Rugged Valley New Zealand canvas seat covers. Should there be any fault during this time, we will either repair, replace your seat covers or refund in full.

Our workwear & safety gear range; including, but not limited to, footwear, wet weather gear, jackets and fleecewear, comes from a range of suppliers around New Zealand who have different guarantees ranging from 4-24 months. Check out the box / packaging that your brand new item has come in, as it is generally enclosed in there or on a small tag attached to the item.

This Warranty covers the replacement or repair of any product that has a manufacturing or material defect that is not the result of normal wear and tear, or a natural characteristic of the material used. This Warranty is not transferable and does not cover products used for commercial purposes. This Warranty does not cover finishing (including stitching, glue, nails, tacks).

Where Rugged Valley New Zealand Warranty does not apply

This Warranty does not apply to any products sold as seconds, repaired products or products that have a defect where this has been drawn to your attention before you purchased the products.

In addition, this Warranty will not apply if:

Repairs to a product are made or attempted by a service provider other than one approved by Rugged Valley New Zealand.

The product has not been used or maintained in accordance with the manufacturer's instructions as provided with the product.

The customer uses the product in an abnormal manner for example if the product is abused, misused, dropped, crushed, impacted with any hard surface, exposed to extreme heat (including fire) or cold, not maintained properly or used after partial failure.

The product has been modified, incorrectly adjusted, or operated, subjected to incorrect electrical supply or inconsistent electrical supply or used with inappropriate accessories.

The product is tampered with in any way.

The product's serial number, as applied by the manufacturer, has been altered or removed from the product.

## Additional rights under Consumer Law

In addition to the Rugged Valley New Zealand Warranty, our products come with statutory consumer guarantees that cannot be excluded. The rights afforded to you by these guarantees are separate to your rights under the Warranty. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure. To the extent that they are compatible with the Consumer Law, the exclusions and provisos that apply to the Warranty apply to these guarantees.

## Consumer guarantee remedies

If there is a major failure with the product, you are entitled to:

reject the product and get a refund;

reject the product and get an identical replacement, or one similar in value if reasonably available;  
or

keep the product and obtain compensation for the drop in value of the product caused by the major failure.

If there is a minor failure with the product, the customer is entitled, at the election of Rugged Valley New Zealand, to:

a refund of the cost of the product;

replacement of the product; or

have the product repaired within a reasonable time.

## Exclusion of Implied Warranties

Subject to the above, to the full extent permitted by law, all warranties, conditions and other terms express or implied by statute, custom or common law are excluded. Nothing contained in these terms and conditions excludes or restricts any consumer guarantee, warranty, condition, right or remedy implied by any statute (including the Consumer Law) which cannot be excluded, provided that, to the extent that the statute permits, Rugged Valley New Zealand is entitled to limit its liability as set out above for a breach of a guarantee, condition or a warranty implied by that statute. If the customer acquires a product in trade, the customer agrees that the Consumer Law does not apply in accordance with section 43(2).

## **12) Returns and Change of mind policy**

If the product you've purchased isn't what you were expecting, is the wrong size / colour / design or you have changed your mind, you may return it within 30 days in original condition and packaging and exchange it for another product, store credit, or a refund back to your original payment method.

However, any items that have been customised for you (e.g. embroidered, shortened, or altered in any way) can't be returned. This includes non-standard colours and/or fabrics.

Items sent are at the customer's cost and risk, and Rugged Valley New Zealand shall not refund customers for any products that it does not receive, or that it receives which are broken or damaged. Except as set out above, Rugged Valley New Zealand shall not accept a withdrawal or cancellation of an Order for change of mind by a customer, unless Rugged Valley New Zealand chooses to do so at its absolute discretion. If Rugged Valley New Zealand does accept such withdrawal or cancellation, the customer must pay an amount to Rugged Valley New Zealand which in Rugged Valley New Zealand's reasonable view reflects the loss that Rugged Valley New Zealand will suffer as a consequence of the withdrawal or cancellation (including but not limited to storage fees and any mark down) and the customer must pay such amounts to Rugged Valley New Zealand within 7 days of Rugged Valley New Zealand's request to pay.

### **13) How to make a claim**

To claim under the Warranty or a consumer guarantee, you must return the product for repair/inspection to your store of purchase at your cost (including any freight and insurance charges) together with the original sales docket or another form of proof of purchase. We will assess the product to determine the nature of the issue, whether you are entitled to a remedy, and in the case of a minor failure, the remedy that will be made available to you. Sometimes we may have to forward the product to the manufacturer or repair agent and liaise with them. We will do our best to resolve the issue in a timely manner.

### **14) General**

Products are suitable for domestic use only unless otherwise specified.

We may modify these Terms & Conditions at any time without prior notice by posting a revised version of the Terms & Conditions on this website. The amended agreement will take effect from the time of posting on the website. You agree that use of the Rugged Valley New Zealand Online Order System by you shall be subject to the then current Terms & Conditions and continued use of the Rugged Valley New Zealand Online Order System now or following modifications of these Terms & Conditions confirms that you have read, accepted, and agreed to be bound by such modifications.

Rugged Valley New Zealand reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Rugged Valley New Zealand Online Order System and/or services offered on or through the Rugged Valley New Zealand Online Order System (or any part thereof).

If any part of these Terms & Conditions is found to be void, invalid or otherwise unenforceable, then that part shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of these Terms & Conditions shall continue to be enforceable and valid.

These Terms & Conditions will be governed by and construed in accordance with the laws in New Zealand. The parties agree to irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of New Zealand.

Version May 2018

## **IN STORE TERMS & CONDITIONS**

### **Colours**

Reproduction of colours is as accurate as photographic processes allow, but please note colours instore may vary slightly from what is displayed on your monitor.

### **Privacy**

Rugged Valley New Zealand is bound by the NZ Privacy Act 1993. Rugged Valley New Zealand's Privacy Policy outlines how and when personal information is collected, stored and distributed by Rugged Valley New Zealand.

### **General**

This web site may be accessed in New Zealand and throughout the world. Rugged Valley New Zealand makes no offer in or by this web site to sell any product or service in any country outside New Zealand and no representations that the content of this web site complies with the laws of any country outside New Zealand. If you access this site from outside New Zealand, you do so at your own risk and are responsible for complying with the laws in the place where you access the site. The use of this site is governed by, construed and enforced in accordance with the laws of New Zealand.

### **Products, Availability & Assembly**

Due to popularity or interruption of supply some items may be unavailable or out of stock. As our store isn't huge, it is possible that not all items shown online are displayed instore. While we aim to ensure that information on this website is correct, sometimes errors do occur for which we apologise. Some items may require self-assembly. It may be necessary to make changes to product specifications. We reserve the right to make these changes at any time and without notice.

### **Payment**

Full payment for products must be made at the time of purchase, except in the event of custom made products, in which case Rugged Valley New Zealand may at its absolute discretion agree to accept a 50% deposit with the payment of the balance at a later time, but in any event full payment must be received by Rugged Valley New Zealand prior to delivery being arranged.

### **Storage**

You must collect or take delivery of products within 14 days from the day that we notify you that they are available. If you fail to do so, Rugged Valley New Zealand may charge reasonable storage fees per delivery per week and/or cancel your order

### **Delivery**

Delivery charges and estimated dates will depend on where your product is being delivered. You must ensure correct delivery address and access details are provided to us. We will use all reasonable endeavors to meet the estimated delivery date. Under the New Zealand Consumer Guarantees Act 1993 ("Consumer Law"), we have a statutory obligation to deliver goods within a reasonable time. So long as the goods are delivered within a reasonable time, you agree that Rugged Valley New Zealand is not and will not be liable for any loss or damage, however it may arise, if the products are not delivered by the estimated delivery date. Products will only be delivered if a person aged over 18 years and able to accept delivery is at the delivery address. If delivery cannot be made because an appropriate person is not present, a card will be left and you are responsible for arranging collection from the address identified on the card or booking a new delivery.

### **Risk and Title**

All Risk in Rugged Valley New Zealand products passes on delivery of the products to the customer or its nominated agent or representative. Title passes on delivery of the products to the customer and receipt by Rugged Valley New Zealand of full payment by either cash or clearance of funds into our bank account.

### **Rugged Valley New Zealand Warranty**

Rugged Valley New Zealand provides this warranty for its products that have been purchased in New Zealand. This Warranty is subject to the Consumer Law. The Warranty period commences from the date of sale:

2 years for Rugged Valley New Zealand canvas seat covers. Should there be any fault during this time, we will either repair, replace your seat covers or refund in full.

Our workwear & safety gear range; including, but not limited to, footwear, wet weather gear, jackets and fleecewear, comes from a range of suppliers around New Zealand who have different guarantees ranging from 4-24 months. Check out the box / packaging that your brand new item has come in, as it is generally enclosed in there or on a small tag attached to the item.



This Warranty covers the replacement or repair of any product that has a manufacturing or material defect that is not the result of normal wear and tear, or a natural characteristic of the material used. This Warranty is not transferable and does not cover products used for commercial purposes. This Warranty does not cover finishing (including stitching, glue, nails, tacks).

Where Rugged Valley New Zealand Warranty does not apply

This Warranty does not apply to any products sold as seconds, repaired products or products that have a defect where this has been drawn to your attention before you purchased the products.

In addition, this Warranty will not apply if:

Repairs to a product are made or attempted by a service provider other than one approved by Rugged Valley New Zealand.

The product has not been used or maintained in accordance with the manufacturer's instructions as provided with the product.

The customer uses the product in an abnormal manner for example if the product is abused, misused, dropped, crushed, impacted with any hard surface, exposed to extreme heat (including fire) or cold, not maintained properly or used after partial failure.

The product has been modified, incorrectly adjusted, or operated, subjected to incorrect electrical supply or inconsistent electrical supply or used with inappropriate accessories.

The product is tampered with in any way.

The product's serial number, as applied by the manufacturer, has been altered or removed from the product.

Additional rights under Consumer Law

In addition to the Rugged Valley New Zealand Warranty, our products come with statutory consumer guarantees that cannot be excluded. The rights afforded to you by these guarantees are separate to your rights under the Warranty. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure. To the extent that they are compatible with the Consumer Law, the exclusions and provisos that apply to the Warranty apply to these guarantees.

Consumer guarantee remedies

If there is a major failure with the product, you are entitled to:

reject the product and get a refund;

reject the product and get an identical replacement, or one similar in value if reasonably available;  
or

keep the product and obtain compensation for the drop in value of the product caused by the major failure.

If there is a minor failure with the product, the customer is entitled, at the election of Rugged Valley New Zealand, to:

a refund of the cost of the product;

replacement of the product; or

have the product repaired within a reasonable time.

#### Exclusion of Implied Warranties

Subject to the above, to the full extent permitted by law, all warranties, conditions and other terms express or implied by statute, custom or common law are excluded. Nothing contained in these terms and conditions excludes or restricts any consumer guarantee, warranty, condition, right or remedy implied by any statute (including the Consumer Law) which cannot be excluded, provided that, to the extent that the statute permits, Rugged Valley New Zealand is entitled to limit its liability as set out above for a breach of a guarantee, condition or a warranty implied by that statute. If the customer acquires a product in trade, the customer agrees that the Consumer Law does not apply in accordance with section 43(2).

#### Returns & Change of Mind Policy

If the product you've purchased isn't what you were expecting, is the wrong size / colour / design or you have changed your mind, you may return it within 30 days in original condition and packaging and exchange it for another product, store credit, or a refund back to your original payment method.

However, any items that have been customised for you (e.g. embroidered, shortened, or altered in any way) can't be returned. This includes non-standard colours and/or fabrics.

Items sent are at the customer's cost and risk, and Rugged Valley New Zealand shall not refund customers for any products that it does not receive, or that it receives which are broken or damaged. Except as set out above, Rugged Valley New Zealand shall not accept a withdrawal or cancellation of an Order for change of mind by a customer, unless Rugged Valley New Zealand chooses to do so at its absolute discretion. If Rugged Valley New Zealand does accept such withdrawal or cancellation, the customer must pay an amount to Rugged Valley New Zealand which in Rugged Valley New Zealand's reasonable view reflects the loss that Rugged Valley New Zealand will suffer as a consequence of the withdrawal or cancellation (including but not limited to storage fees and any mark down) and the customer must pay such amounts to Rugged Valley New Zealand within 7 days of Rugged Valley New Zealand's request to pay.

If Rugged Valley New Zealand does accept such cancellation, the customer must pay an amount to Rugged Valley New Zealand, which in Rugged Valley New Zealand's reasonable view reflects the loss that Rugged Valley New Zealand will suffer as a consequence of the cancellation (including but not limited to storage fees and any markdown). Rugged Valley New Zealand shall offset this amount against any monies already paid to us by the customer for this product, and refund the balance. For any cancellation charges over and above what has already been paid to Rugged Valley New Zealand, the customer must pay such amounts to Rugged Valley New Zealand within 7 days of Rugged Valley New Zealand's request to pay.

### **Made to Order**

Stock Notwithstanding any other provision of these terms and conditions, products which are made to individual customer specifications which have to be ordered specifically for a customer cannot be cancelled or returned if the customer decides the customer no longer wants the products.

### **How to Make A Claim**

To claim under the Warranty or a consumer guarantee, you must return the product for repair/inspection to your store of purchase at your cost (including any freight and insurance charges) together with the original sales docket or another form of proof of purchase. We will assess the product to determine the nature of the issue, whether you are entitled to a remedy, and in the case of a minor failure, the remedy that will be made available to you. Sometimes we may have to forward the product to the manufacturer or repair agent and liaise with them. We will do our best to resolve the issue in a timely manner.

### **General**

If any part of these terms and conditions are found to be void, invalid or otherwise unenforceable, then that part shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of these terms and conditions shall continue to be enforceable and valid. Goods are sold for domestic use in NZ only. These terms and conditions will be governed by and construed in accordance with the laws of New Zealand.

## **WEBSITE TERMS OF USE**

### **General**

This website is owned and operated by BD & AE Smith trading as Rugged Valley New Zealand and/or its authorised agents ("Rugged Valley New Zealand" or "we" or "us" or "our"). By entering, accessing or using our website in any way, you agree to comply with the following Website Terms of Use, our Customer Terms and Conditions and our Privacy Policy (collectively our "Website Conditions"), and any other laws or regulations which apply to this website. In addition, when you purchase any products or services through this website, you will do so subject to the terms and conditions on this page, and as set out in our Online Customer Terms & Conditions, and subject to all our other

Website Conditions and such further terms and conditions as may be notified to you. By using this website, you acknowledge that you have read and understood all of the Website Conditions and agree to be bound by them. However, if you do not or cannot accept our Website Conditions in full and without modification, you must stop using our website immediately. We may revise and update our Website Conditions at any time and your continued usage of this website means you accept those changes. The information contained on this website is intended to apply in New Zealand only. While Rugged Valley New Zealand aims to ensure that the information in this website is correct, sometimes errors do occur for which we apologise. Please refer back to these Website Terms of Use from time to time so that you are aware of the current terms and conditions. We do not undertake to keep this website updated.

### **Warranties**

As a condition of your use of this website, you warrant that:

you are at least 18 years of age;

you will use this website only in accordance with these Website Conditions; and

the information you provide via this website will be accurate and complete, and will not be misleading, deceptive or likely to be misled or deceive.

### **Your use**

You may only use this website for lawful purposes. When using this website, you must not:

impersonate any person or entity;

make any fraudulent speculative or false enquiries or bookings;

post or transmit to or via this website any unlawful, threatening, defamatory, libellous, obscene, indecent, inflammatory or pornographic material or any material that could give rise to civil or criminal proceedings;

knowingly transmit any virus or other disabling feature to the website;

interfere with, disrupt, or create an undue burden on the website or the associated systems;

frame or mirror any part of the website without our written approval; or

except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the website or cause any other person to do so.

### **Non-commercial use only**

You may only use this website for your own personal use (which will at all times be reasonable, not abusive) or for purposes legitimately connected with purchasing our products and services. You are not allowed to access, use or copy any material or information on this website for any commercial purpose or for any purposes which are unlawful. In particular, you are not allowed to copy (whether

by printing off, storing on disk or in any other way), distribute (including distributing copies), alter or tamper with in any way or use any material contained in this website except that you may print off any individual page for your own personal use.

### **Prices**

All references to \$ and dollars on this website are in New Zealand currency. Prices available in New Zealand only. For instore purchases, check pricing with your nearest store prior to purchase.

### **Colours**

Reproduction of colours is as accurate as possible, but please note colours in-store may vary slightly from what is displayed on your monitor.

### **Products, availability & assembly**

Due to popularity or interruption of supply some items may be unavailable or out of stock. As our store isn't huge, it is possible that not all items shown online are displayed instore. While we aim to ensure that information on this website is correct, sometimes errors do occur for which we apologise. Some items may require self-assembly. It may be necessary to make changes to product specifications. We reserve the right to make these changes at any time and without notice.

### **Advice and technical information**

Any advice, recommendation, information, technical information, specification, drawing, description, illustration, dimensions, assistance or service provided by Rugged Valley New Zealand in relation to any products is given in good faith and is believed by Rugged Valley New Zealand to be appropriate and reliable. However, any such advice, recommendation, information, technical information, specification, drawing, description, illustration, dimensions, assistance or service provided by Rugged Valley New Zealand in relation to any products supplied by Rugged Valley New Zealand is approximate only.

### **Consumer guarantees**

Our goods come with guarantees that cannot be excluded under the New Zealand Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. For details of the Rugged Valley New Zealand Warranty or consumer guarantees for Rugged Valley New Zealand products, see our terms and conditions available [here](#).

### **Liability of Rugged Valley New Zealand**

Your use of this website or any information on this website is entirely at your own risk. Rugged Valley New Zealand makes no representation or warranty with respect to the accuracy, completeness, suitability, performance or timeliness of the information provided on this website. Rugged Valley New Zealand expressly excludes liability for any such inaccuracies or errors to the fullest extent permitted by law. This website may contain links to other internet sites provided by third parties. The provision of any of these links does not represent an endorsement by Rugged Valley New Zealand of those internet sites, nor does Rugged Valley New Zealand make any representations or warranties as to the accuracy, completeness, performance or timeliness of any aspect of information contained in those third-party internet sites. Rugged Valley New Zealand expressly excludes liability for any such inaccuracies or errors to the fullest extent permitted by law.

To the maximum extent permitted by law (including without limitation the New Zealand Consumer Law), Rugged Valley New Zealand is not liable to you or anyone else for any: decision, action or inaction taken in reliance on the information in, or connected with, this site;

losses, costs or damages suffered or incurred by you, including (without limitation) direct or indirect, special, incidental, compensatory, exemplary or consequential damages in connection with this website;

your use or misuse of this website or any information or material contained in this website;

the loss or modification of information or material transmitted from this website;

any defect, technical problem or virus attached to or arising from this website or the server;

any injury or illness you or any other person sustains as a result of using this website;

the products displayed being unavailable at any time;

your inability to access or use the website or any material on the website;

the loss of confidentiality in any information or material transmitted to or from the website.

To the maximum extent permitted by law (including the New Zealand Consumer Law), Rugged Valley New Zealand does not make any guarantees or warrant that this website will be available in any place, free of faults or error, free from unauthorised interception or access, or free from blockages, delays, network failure, congestion, interferences of faults of any kind.

## **Privacy**

Rugged Valley New Zealand is bound by the NZ Privacy Act 1993. Rugged Valley New Zealand's Privacy Policy outlines how and when personal information is collected, stored and distributed by Rugged Valley New Zealand.

## **Copyright**

This website and its contents are the property of Rugged Valley New Zealand and are subject to copyright. The contents of our website and the website as a whole are intended solely for your

personal, non-commercial use. Any use of our website and its content for purposes other than personal and non-commercial use, or for any other use, including the modification, reproduction, distribution, transmission, republication, display or performance, of the content of this website, is prohibited without the prior written permission of Rugged Valley New Zealand, PO Box 56, Masterton 5840.

### **Intellectual property and trademarks**

Rugged Valley New Zealand is the owner or authorised user of all intellectual property including but not limited to trade marks, logos, names and designs, whether registered or unregistered, and other marks that are otherwise owned or licensed to Rugged Valley New Zealand in and associated with this website (collectively “intellectual property”), and any improvements or modifications to such intellectual property. The use or misuse of any of Rugged Valley New Zealand’s intellectual property is prohibited without the prior written permission of Rugged Valley New Zealand, PO Box 56, Masterton 5840. Nothing contained in this website should be construed as giving you any right in or licence to any of the intellectual property on or associated with this website.

### **Disclaimer**

You agree that your access to, and use of, this site is subject to these terms and all applicable laws and is at your own risk. Rugged Valley New Zealand makes no representations or warranties of any kind, express or implied as to the operation of this site or the information, content, materials, or products included on this site, except as cannot be excluded under applicable laws. To the fullest extent permitted by law (including the New Zealand Consumer Law) Rugged Valley New Zealand, its directors, officers, employees, agents, contractors, franchisees, successors or assigns will not be liable for any damage or loss whatsoever arising out of, or in any way related to, the use of this web site and any other site linked to this web site.

### **Overseas access**

This website may be accessed in New Zealand and throughout the world. Rugged Valley New Zealand makes no offer in or by this website to sell any product or service in any country outside New Zealand and no representations that the content of this web site complies with the laws of any country outside New Zealand. If you access this site from outside New Zealand, you do so at your own risk and are responsible for complying with the laws in the place where you access the site.

### **Governing law**

This website has been designed for use within New Zealand. By accessing this website you are agreeing that the Courts of New Zealand will deal with any disputes which may arise between you and us, and that the laws of New Zealand shall be the applicable law.