

TERMS AND CONDITIONS- WWW.MOTO-TEC.CO.NZ

2 Ordering

2.1 You must:

- only order Products in accordance with the instructions on this website; and
- pay for the Products in full (without set-off or deduction of any kind) by authorising us to charge your Credit Card Account.

2.2 While we will endeavour to fulfil your order, we will not be liable to any person if we decline to fulfil an order, or we are unable to supply the Products in your order. No contract for sale and purchase of Products will be formed, or variation or cancellation made, until we confirm acceptance of your order, variation, or cancellation. Some Products may be unavailable from time to time. We reserve the right to alter, upgrade or discontinue any Product or information contained on the Site without notice.

2.3 We may cancel orders if we believe that they are fraudulent, or if an error has occurred including, without limitation, listing with an incorrect price or information.

3 Price

3.1 The price for the Products will be:

- the price in New Zealand dollars including New Zealand GST and other sales taxes (if any); and
- the costs associated with additional services and delivering the Products to you,

as quoted on the Site at the time of placing your order.

3.2 Where you require the Products to be packaged in a non-standard manner, we may charge for the cost of the packaging in addition to the costs set out in clause 3.1 above.

3.3 We may alter the prices of the Products at any time without notice.

4 International Orders

4.1 You are liable for the payment of any local country import duty, customs or sales taxes levied on the Products purchased.

4.2 All international orders will be charged in New Zealand dollars and converted into your local currency at the rate applied by your credit card company.

4.3 No GST will be charged on sales of goods dispatched outside of New Zealand.

5 Delivery

5.1 We will deliver the Products to the premises nominated in your order at your cost (at the rate specified herein) within a reasonable time of accepting your order. If we have specified a delivery date, we will try and deliver the Products to you by that date. Time will not be of the essence and we will not be liable to you for late delivery. Late delivery does not entitle you to cancel any order or part of any order.

5.2 We may deliver the Products to you by instalments and each delivery will be a separate contract independent from the other deliveries.

5.3 We will re-deliver, replace or refund the Product (at our option) if we have incorrectly addressed the delivery. We take no such responsibility if you gave an incorrect or insufficient address.

5.4 Tracking/Estimated Delivery Times

The majority of orders received are shipped the same business day. However, when trying to figure out the expected arrival date for your order, be sure to add 1-business day for processing of the order to the estimated shipping times below. Deliveries are made Monday through Friday only.

5.5 Shipping Times
Most orders received by us before 2.00pm NZ Time are shipped the same business day. If you received our order confirmation email Monday - Friday, before 2.00pm NZ Time, your order will be shipped the same day we received it. Please note that a very small number of orders require extra processing time for various reasons. Those will be shipped the following business day.

If you have ordered an item that is out-of-stock or sold-out, we will attempt to contact you immediately. Kindly understand that a delay may also occur if your credit card was declined or for address verification if your billing address was entered incorrectly.

PLEASE NOTE: Rural and some residential areas may require an additional day(s) delivery time.

6 Title and Risk

6.1 We remain the owner of the Products we supply to you until you have paid in full all amounts that you owe us for all the Products. The Products are at your risk as soon as they leave our premises for delivery to you.

6.2 We recommend that you check your own insurance cover for products in transit from our premises to you.

7 Limitation of our liability

7.1 You expressly acknowledges that you have purchased the products based on your own decision and that any implied warranty as to merchantable quality and fitness for purpose under the Sale of Goods Act 1908 are excluded from this agreement.

7.2 We do not exclude liability under any condition or warranty which cannot be excluded by law. In those circumstances, to the extent permitted by law, we expressly limit our liability for breach of a condition or warranty implied by virtue of any law at our option to:

- the replacement of the Products; or
- the supply of equivalent Products; or
- making a full refund to you.

7.3 We shall not be liable for

- any sum greater than the cost of repair or replacement of the products, or
- any consequential loss suffered by you, or
- any loss arising from the use of the products by you outside the normal operation of the products, or
- any loss resulting from any fault or negligence of you, or
- where the products have been inappropriately, negligently or carelessly operated or maintained.

8. Consumer Guarantees Act

10.1 Where the Customer purchases the goods for the purposes of a “business” (as defined by the Consumer Guarantees Act 1993) then the Consumer Guarantees Act is excluded.

9 Our Obligations to You

9.1 The material and information contained on the Site is supplied to enable you to make your own determination as to a Product’s suitability for your purposes prior to placing an order. Nothing on the Site is to be construed as a recommendation to use any Product.

9.2 You agree that we, and anyone that we are responsible for, are not liable to you at law, by statute, in equity or otherwise arising from our relationship for any loss (including, without limitation, loss of profits), cost, damage, expense or injury, whether direct, indirect, special or consequential, arising directly or indirectly from, or in connection with, the supply or non-supply of the Products, for any breach of our obligations under these Terms, or for any other reason which relates to these Terms or the Products.

9.3 If, despite the other provisions of these Terms, we are found to be liable to you then, without limiting your obligation to indemnify us in accordance with these Terms, our liability for any single event or series of related events is limited to the amount you paid for the Product which gave rise to your claim.

9.4 You confirm that these Terms are reasonable having regard to the price payable for the Products and their nature.

10 Return of Products

10.1 Subject to your rights at law, we will only accept the return of Products if:

- we accept that the Products were damaged or faulty at the time of delivery to you, in which case we will (at our option) replace the Products or credit your Credit Card Account with a full refund; or
- we accept that you have received a Product from us that is different to the one you ordered, in which case we will (at our option) replace the incorrect Product with the correct Product or credit your Credit Card Account with a full refund.

10.2 For the avoidance of any doubt, you may not return Products because you change your mind.

10.3 You must pay all costs of returning Products to us; however, we will refund those costs if we accept the return of Products under clause 10.1. All Products returned must be in their original

condition and packaging (except for defective or faulty Products) along with any accompanying accessories and an explanation for returning the Products. Please return Products to:
Moto-Tec NZ Limited, 58 Factory Road, Brightwater 70202

10.4 If we do not accept the return of Products under clause 10.1, the Product will be returned to you and you will be charged all freight charges incurred by us in relation to returning the Product to you. We may charge your credit card with any moneys incurred by us as a result of this process.

10.5 If you have any problems regarding your order - you may contact us at mototecnz@gmail.com (citing an order number).

11 Copyright

You acknowledge that we remain the sole owner of all Intellectual Property rights in the Products, including, for the avoidance of doubt all copyright in the design, layout and formatting of the Products. You must not copy, alter, reproduce or publish any Product or any part of a Product, nor permit any person to do so, except as authorised by these Terms, or otherwise in writing by us.

12 Indemnity

You agree to indemnify and keep us indemnified against all loss (including, without limitation, loss of profits), costs, damage, expense or injury, whether direct, indirect, special or consequential, arising directly or indirectly from, or in connection with, your access to, or use of, the Site, or the supply or non-supply of Products.

You further agree to indemnify and hold us harmless from any claim or demand, including legal fees on full indemnity basis, made by any third party due to or arising out of:

- a breach of these Terms by you; or
- the infringement by you, or another user of the Service using your name and password, of any intellectual property or other right of any person or entity.

13 Privacy

13.1 In completing and submitting an order for Products, you will be providing us with personal information. Your information and any other personal information that you may provide to us will be held by us in accordance with our Privacy Policy, and will be used for management purposes, to process your order (and any future orders you may make), to enforce any legal or other rights we may have against you in any manner that we see fit, and to keep you informed about new products, specials and other information that may be of interest to you, including without limitation via electronic messages.

13.2 If the information is not provided, your order may not be processed.

13.3 You have rights of access to, and to request correction of, your personal information. To do so contact Moto-Tec at mototecnz@gmail.com

14 General

14.1 No Waiver

Any exercise or failure to exercise any right or remedy available to us does not limit our rights to exercise that or any other right or remedy. A waiver of any of these Terms must be specified in writing and signed by one of our authorised officers.

14.2 Express Rights

The exercise by us of any express right set out in these Terms (express right) is without prejudice to any other rights, powers or remedies available to us in these Terms, at law or in equity, including any rights, powers or remedies which would be available to us if the express rights were not set out in these Terms.

14.3 Severance

Where any part of these Terms is rendered void, unenforceable or otherwise ineffective by operation of law that will not affect the enforceability or effectiveness of any other part of these Terms.

14.4 Assignment

You must not assign your rights, or subcontract your obligations, under these Terms without our prior written consent.

14.5 Application of these Terms

These Terms prevail over any inconsistent Terms in any other communication or agreement, even if at some later date we, or our agents, sign or otherwise purport to accept the Terms of that communication or agreement.

14.6 Variation

We may amend these Terms from time to time by posting new terms and conditions on this Site. These amendments will usually take effect 7 days after the changes have been posted on the Site. You should review these Terms each time you use the Service for any amendments. Please ensure you are familiar with them as changes may have been made to previous versions. Continued use by you of the Service following any amendments to these Terms will constitute your acceptance of the new terms & conditions applying to the Service.

14.7 Jurisdiction

These Terms are governed by, and are to be interpreted in accordance with, the laws of New Zealand. Any disputes between us will be resolved by the courts of New Zealand. To the fullest extent permitted by law, we accept no responsibility for the compliance of these Terms or the supply or non-supply of the Products with the laws of any other country.

15 Internet Security

15.1 Shopping online with your credit card

You are responsible for protecting your own computer(s) and/or network from being affected by viruses or anything else likely to corrupt or compromise your data ("Virus") while using our website. Moto-Tec is not responsible if you are unable to access or use the website due to any Virus nor for loss or damage you may suffer as a result of a Virus affecting your computer(s) and /or network.