

## BUSINESS INFORMATION

Business Name: HARDCASE LIMITED | NZBN: 9429052661808

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### Terms and Conditions

#### 1. Definitions

- **Hardcase:** HARDCASE LIMITED, its successors and assigns.
- **Customer:** The person, firm or company which has offered to purchase goods or services from Hardcase or to whom Hardcase has offered to sell the goods or services.
- **Goods:** The products supplied by Hardcase.
- **Services:** The services provided by Hardcase.

#### 2. Orders

- Orders can be placed online, over the phone, or via email.
- All orders are subject to acceptance by Hardcase.
- Hardcase reserves the right to refuse any order at its discretion.
- Receipt of any order from the Customer will be deemed to be accepted by the Customer of these Terms of Trade, despite anything to the contrary in the Customer's order.
- Orders are irrevocable.
- If the items the Customer has ordered are not in stock Hardcase will contact the Customer to see if they would like Hardcase to back-order the items.
  - Hardcase shall not charge for any goods that we cannot supply for any reason. Hardcase will not be responsible for any damage or losses that the Customer may suffer if Hardcase fail to supply goods.

#### 3. Pricing

- All prices are in New Zealand Dollars (NZ\$) and are exclusive of GST unless stated otherwise.
- Government charges and freight, will be charged on all invoices in accordance with the relevant legislation at the time of supply.
- If no quotation is given then Hardcase's current price at the time of order will be payable.
- Hardcase reserves its right to modify its prices at any time, but undertakes that the prices applied will be those in effect at the time of the order, except in cases of typographical errors.
- In the event that an Hardcase product is mistakenly listed at an incorrect price, Hardcase reserves the right to refuse or cancel any orders placed for products listed at the incorrect price, whether or not the order has been confirmed and payment made.

- If a credit card has already been charged for the purchase and the order is cancelled, Hardcase shall issue a credit to the credit card account in the amount of the incorrect price.
- Hardcase will endeavour to notify customers of any price changes at least 30 days in advance.

#### **4. Payment**

- Standard terms are Net 30 with payment due within 30 days of the invoice date
- For custom products, a 50% deposit is required at the time of order confirmation, unless otherwise agreed, with the remaining balance payable 30 days following the date of invoice (“the due date”).
- Late payments may incur interest at a rate of 2% per month.
- Hardcase retains the right to withhold deliveries while any account is overdue. Any discounted prices quoted by Hardcase apply only in the event that payment is made on or prior to the due date.
- In respect of payments made after their due date, the full price will be payable together with interest and any costs thereon. In the event that the Customer fails to make a payment by its due date, then all amounts owing by that Customer shall become due and owing.
- Any payments made by a Customer in reduction of overdue amounts shall be applied first to interest and debt collection and legal costs incurred.
- If the Customer is paying a credit account by credit card, the payment may incur a transaction fee of 3.5% on the Gross total of the amount owing as well as any foreign currency bank service charges.

#### **5. Delivery**

- Hardcase will use its best endeavours to fulfil orders which have been confirmed by Hardcase.
- Hardcase distributes its products out of their Christchurch premises
- Transportation costs and risks are borne by the purchaser.
- Products will be delivered to the delivery address, not PO Box, indicated by the Customer as part of the order filling.
- Delivery dates are estimates and not guaranteed.
- Hardcase is not liable for any loss or damage resulting from delayed delivery.
- Delivery of 10% more or less than the quantity of goods ordered by the Customer shall constitute performance of any contract, the amount under or over supplied to be deducted or charged for pro-rata.
  - The unit price charged for deliveries of less than the amount ordered will be the quoted unit price for the number ordered, not the number delivered.

- If the packaging is damaged, torn or opened at the time of delivery, please check the condition of the products. If they have been damaged, the Customer must refuse delivery or make an ad hoc reservation on the delivery confirmation slip (delivery refused: opened or damaged).
  - Additionally, the Customer should check that the package delivered corresponds to the purchase order before signing the delivery confirmation slip. The Customer should make handwritten signed reservations if there are anomalies (damaged product, ...). This check will be deemed satisfactory, if the purchaser or a person authorized by the purchaser has signed the delivery confirmation slip.

## **6. Freight**

- Freight charges will be added to the invoice of all goods shipped unless otherwise agreed.
- Any freight charges will be relative to the cost of freighting the order from Hardcase to the Customer.
- Freight charges may vary or be included in the price of the goods dependent on the Customer and the terms of trade they have with Hardcase.

## **7. Returns**

- Goods may be returned within 30 days of delivery if they are defective or not as described.
- Returned goods must be in their original condition and packaging.
- The Customer is responsible for return shipping costs unless the return is due to Hardcase's error.
- If a product delivered is found to be defective or incorrect, the Customer must notify Hardcase within five working days.
- No credit or refund will be issued before the return of the product found to be defective, and without prior notification to Hardcase and authorisation.

## **8. Ownership and Risk**

- Ownership of the goods passes to the Customer once full payment is received.
- Risk in the goods passes to the Customer upon delivery.

## **9. Warranties**

- Hardcase warrants that the goods will be free from defects in material and workmanship for a period of 12 months from the date of delivery.
  - This warranty does not cover damage caused by misuse or improper installation.
- In the case of the supply of goods or services to which the Consumer Guarantees Act 1996 applies, Hardcase gives the warranties set out in that Act, provided however that Hardcase will not be liable for any consequential or indirect loss.

- In all other cases, Hardcase gives no warranties as to goods or services supplied.
- Any claim under these warranties must be made as soon as the Customer becomes aware of the defect.
- Hardcase attempt to be as accurate as possible. However, Hardcase does not warrant that product descriptions or other content is accurate, complete, reliable, and current or error free. As such, Hardcase reserves the right to correct any incorrect information, including pricing errors, even after the transaction has been completed.

## **10. Privacy Policy**

- Hardcase collects personal information to process orders and improve services.
- Personal data is used for order fulfillment, customer service, and marketing (with consent).
- Hardcase takes measures to protect personal information but is not liable for breaches beyond its control.
- We implement a variety of security measures to maintain the safety of the Customer's personal information. The Customer's personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential.
- Hardcase will not sell, trade, or otherwise transfer to outside parties the Customer's personally identifiable information, except for the sharing of information with website hosting partners and other parties who assist us in operating our website, so long as those parties agree to keep this information confidential.
- Hardcase may also release the Customer's information when we believe release is appropriate to comply with the law, enforce our site policies, or protect our rights, property, or safety. If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. By providing us with information and/or using our site, the Customer consents to our privacy policy.
- At any point in time, the Customer has the right to access, modify, rectify or cancel their personal data.

## **11. Trademarks and Copyright**

- All trademarks and content on Hardcase's website are the property of Hardcase.
- The Customer may not use any trademarks or content without Hardcase's permission.
- If Hardcase utilises any designs, trademarks or other intellectual property supplied by the Customer the Customer warrants that the use of and the manufacture and supply of goods in accordance with or using such designs, trademarks or other intellectual property will not infringe the intellectual property of any third party.

- The Customer indemnifies Hardcase against any loss, damage, costs or expense suffered by Hardcase as a result of the use or manufacture and supply of goods bearing any designs, trademarks or other intellectual property being found to have breached a third party's intellectual property rights.

## 12. Confidentiality

- Both parties agree to keep confidential any proprietary information disclosed during the course of business.
- This obligation remains in effect even after the termination of the business relationship.
- Any technical information, knowledge or processing methods at any time transmitted either orally or in writing by Hardcase to the Customer, which is, by its nature, reasonably intended to be confidential, shall be kept confidential by the Customer and the Customer will not use such information or deal with it in any way without Hardcase's prior consent.

## 13. Custom Product Design and Printing Services

- **Printing Charges:** No charges for printing apply unless specified in the quotation.
- **Design Charges:** A flat rate design fee of \$100 + GST will be charged for artwork changes including new set-up.
- **Corrections and Approvals:** It is the Customer's responsibility to proofread and check thoroughly their projects to identify any errors before printing. Whilst all care is taken by Hardcase, Hardcase is not responsible for any spelling, grammatical, numerical errors or omissions after final approval. Should the Customer decide to print again, the Customer is fully responsible for associated reprint and production costs. Hardcase will issue no refunds and is not liable for errors in approved proofs. If more than 3 revisions are required for design briefs then the flat rate design fee will be charged accordingly.
- **Copyright:** The Customer warrants that they have the right to use any materials provided for printing. Hardcase is not liable for any copyright infringement. The Customer assumes full copyright and reproduction rights upon full payment of a completed project. Hardcase retains personal rights to use completed projects and concept artwork for the purpose of marketing Hardcase.
- **Abandoned Work:** If the Customer abandons a project, they are liable for all costs incurred up to that point.

## 14. Tenders

- **Tender Invitations:** Hardcase may submit tenders in response to invitations from potential clients.
- **Proposal Preparation:** Hardcase will prepare and submit proposals based on the requirements specified in the tender invitation.

- **Confidentiality:** Hardcase will treat all information received during the tendering process as confidential.
- **Acceptance and Contract:** If Hardcase's tender is accepted, a formal contract will be established outlining the terms and conditions of the agreement.
- **Withdrawal:** Hardcase reserves the right to withdraw its tender at any time before acceptance.

## 15. Event of Default

- An “Event of Default” means an event where:
  - The Customer fails to comply with the terms of this contract with Hardcase; or
  - The Customer commits an act of bankruptcy; or
  - The Customer enters into any composition or arrangement with its creditors; or
  - If the Customer is a company;
    - The Customer does anything which would make it liable to be liquidated; or
    - A resolution is passed or proceedings commenced for the Customer to be liquidated; or
    - A receiver or statutory or official manager is appointed over all or any of Customer’s assets; or
    - The ownership or effective control of the Customer is transferred without the written consent of Hardcase.
- If the Customer defaults on payment, Hardcase may suspend or terminate any further deliveries.
- The Customer is liable for all costs incurred by Hardcase in recovering overdue payments.
- Hardcase’s obligation to fill any order made by the Customer may cease, at Hardcase’s election, on the occurrence of an Event of Default occurs, provided however that Hardcase must notify the Customer promptly and in writing if it intends not to fulfill and order on the basis of the occurrence of an Event of Default.

## 16. Force Majeure

- Hardcase is not liable for any failure to perform its obligations due to events beyond its control, including natural disasters, pandemics, strikes, or other unforeseen circumstances.

## 17. Limitation of Liability

- Hardcase's liability for any claim arising out of the supply of goods or services is limited to the amount paid by the Customer for those goods or services.
- Hardcase is not liable for any indirect, incidental, or consequential damages.

## 18. Dispute Resolution

- Any disputes arising out of or in connection with these terms and conditions will be resolved through mediation or arbitration before resorting to litigation.

## **19. Governing Law and Jurisdiction**

- These terms and conditions are governed by the laws of New Zealand.
- Any disputes will be resolved in the courts of New Zealand.

## **20. Severability**

- If any provision of these terms and conditions is found to be unenforceable, the remaining provisions will continue in full force and effect.

## **21. Entire Agreement**

- These terms and conditions constitute the entire agreement between the parties and supersede any prior agreements or understandings.

## **22. Change of Terms and Conditions**

- Hardcase reserves the right to change these terms and conditions at any time.
- Any changes will be effective immediately upon posting on Hardcase's website.
- Continued use of Hardcase's services after any changes constitutes acceptance of the new terms.

## **23. Waiver**

- If Hardcase fails to exercise any right or remedy available to it under these Terms of Trade, such failure shall not constitute a waiver of Hardcase's rights.
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