

## **Arthur M Holmes Limited – Terms and Conditions**

By placing an order for products (“an order”) with Arthur M Holmes Limited (“us” / “we”) via our website, by telephone, by email, or in person at our showroom, the customer (“you”) agrees to be bound by the following terms and conditions:

### **1. Supply of products to you**

1.1 All of our products for sale (“products”) are listed on our website. However products are subject to availability and the fact that a product appears on our website may not be indicative of stock levels or availability. While we do our best to ensure that the information on our website is accurate, we recommend that you contact us via telephone or email to confirm product availability.

1.2 Product dimensions listed on our website are approximate only.

1.3 We reserve the right to add, amend, or remove products on our website at any time. If product availability changes after you have placed an order and paid, we will let you know and do our best to help you find an alternative or provide you with a refund.

1.4 It is your responsibility to ensure that the product/s and/or closure/s you purchase are fit for purpose. All product information on our website is for general information only. Any reliance placed by you on the product information on our website is at your own risk. We highly recommend requesting a sample of our product/s prior to placing a full order. This allows you to:

- test the product is fit for purpose;
- ensure any labels or packaging fit the product dimensions (as the product dimensions listed on our website are approximate);
- check the colour of the glass and/or closure is suitable (as particular shades can differ to what is seen on screen);
- test the intended use of the product, the seal, filling quantity to avoid leakage, trial sterilising method, ensure container style and appropriate material choice etc; and
- check the closure you select is fit for purpose – see ‘closure information’ on our website to help inform your choice and contact us to request a sample for testing.

1.5 To request a product sample you will need to contact us via telephone or email with the product code/s of the sample/s you require and your shipping details. Most product samples we offer free of charge, excluding the courier cost. Product samples can also be collected from our showroom in Petone by prior arrangement (in which event no shipping cost will be payable). You can request a limit of three (3) samples of the same product. If you require more than three (3) samples per product these will be charged at the per unit cost. You can request up to five (5) different products to sample, any additional products will be charged at the per unit cost. A small number of products we are unable to provide free samples for, please contact us for further information.

1.6 We will not be liable for any loss or damage whatsoever arising in connection with the use of our products that results from a failure to test the intended use prior to purchase.

1.7 You are recommended to thoroughly wash all products after purchase and prior to filling. All our products are supplied clean, but not in a sterile condition. We will not be liable for any

loss or damage whatsoever arising in connection with the use of our products that results from a failure to adequately clean or sterilise them after purchase.

## **2. Pricing**

2.1 All of the listed prices on our website are in \$NZD and exclude Goods and Services Tax ("GST"). Product prices may change at any time without notice.

2.2 GST and freight costs will be added to your total order cost. Freight costs may change at any time without notice.

2.3 It is most cost effective to place your order in carton or tray quantities. Individual units require picking and repacking which increases the per unit cost.

2.4 We offer discounted product pricing for orders over 1000 units of the same product and for bulk packaged pallets when available. Orders over 1000 units are supplied to the nearest full carton/tray over 1000 units, therefore if carton/tray numbers do not divide evenly to your request we will round it to the next carton/tray. Please use the 'enquiry' button on the product page to receive a quote.

2.5 Bulk pallets (i.e the jars/bottles are not repacked into cartons) are offered at a reduced price per 1000 units. This pallet price is only available when complete pallets are purchased; pallets cannot be split into smaller quantities. A small number of our products are sold on hired wooden pallets and for these we charge a pallet deposit. You can arrange for the return of the pallet to receive a refund. Please contact us to discuss bulk pallets or details regarding pallet returns.

## **3. Registering**

3.1 To place an order with us you will need a unique customer code. You can set this up by registering on our website, or contacting us with your details via telephone, email or in person. Your unique customer code will comprise of six (6) letters followed by a number between two and six digits. You will need to supply this code for all future orders and are responsible for keeping the customer code secure and safe from misuse.

3.2 If you are ordering in person from our showroom you can place an order as a cash sale which exempts you from requiring a customer code. These orders must be paid before the order is packed.

## **4. Payment options**

4.1 When ordering through our website, payment must be made online at the time of completing your order, unless you have applied for and been approved with a Credit Account Facility in accordance with clause 5 below.

4.2 All payments for orders placed through our website are processed securely through Paystation.

4.3 We only accept Mastercard or Visa for debit/credit card payments, whether you order through our website, by telephone, or by email. No other credit card types are accepted.

4.4 We accept direct debit payments through POLi which is available at checkout when ordering through our website.

4.5 We will accept direct credit payments to our bank account. Payment via direct credit can be arranged when ordering via telephone or email, but will not be accepted when ordering through our website unless you have an approved Credit Account Facility (see clause 5 below). Please contact us for payment details.

4.6 Orders must be paid for in full prior to dispatch unless you have an approved Credit Account Facility (see clause 5 below).

4.7 We do not accept payment by cheque.

## **5. Credit Accounts**

5.1 We offer a Credit Account Facility for approved applicants only (“a Credit Account Facility”). This is offered at our sole discretion, and we reserve the right to accept, decline, or cancel this arrangement at any time.

5.2 In order to apply for a Credit Account Facility you must have a recent, regular and acceptable credit history with us (to be determined at our sole discretion).

5.3 To retain a Credit Account Facility you must;

a. Continue to place orders on a regular basis. We define regular as a minimum of one (1) order each month, unless otherwise agreed in writing.

b. Make all invoice payments in full by the Due Date, unless agreed otherwise in writing.

c. Ensure we are supplied accurate and current contact details for your account. Any changes to applicant details must be advised in writing within seven days of the change becoming effective.

d. Contact us if you do not receive an invoice for your order. It is the responsibility of the applicant to ensure contact details are correct so the invoice can be received, and the required payment made by the Due Date.

5.4 A Credit Account Facility application form (“credit application form”) can be requested from us by telephone or email. The completed credit application form must be signed and returned to [info@arthurholmes.co.nz](mailto:info@arthurholmes.co.nz) or in person at our showroom. You will be advised by email whether the credit account application is; a. approved, b. pending approval or c. declined.

5.5 If you do not have a recent and regular order history with us your Credit Account Facility application may be set as “pending approval”. We define recent and regular as at least three orders within the four months prior to your Credit Account Facility application. If your account is set to “pending approval” you will be required to build a history with upfront payment for three (3) consecutive orders within the four months prior to your request for full approval. You will need to email [info@arthurholmes.co.nz](mailto:info@arthurholmes.co.nz) when you have completed three orders to request full approval of your Credit Account Facility application. We reserve the right to approve or decline your application even where you have complied with this clause 5.5.

5.6 If your Credit Account Facility application is approved you will be emailed your invoice/s for payment when your order is dispatched. We require invoices to be paid by the 20th of the month following the invoice date (“the Due Date”).

5.7 If you fail to make payment on or by the Due Date, we have the right to cancel your Credit Account Facility immediately. We may also refuse to do further business with you, at our sole discretion, if you do not meet our terms.

5.8 We must be notified of any disputed charges within 14 days of the invoice date.

5.9 If your invoice remains unpaid for two calendar months (without prior written agreement), we may place it with a debt collection agency. We reserve the right to charge all associated debt collection and administration costs to you.

5.10 Unpaid invoices will incur interest at the rate of 3% per annum accrued monthly from the month after the Due Date.

## **6. Shipping**

6.1 We aim to dispatch your order as quickly as possible after payment has been received. Orders by Credit Account Facility customers will be dispatched as soon as possible after receipt of the order, and an invoice will be sent by email when the order is dispatched.

6.2 Once your order has been dispatched our estimated delivery timeframes are:

- North Island 1–3 working days
- South Island 2–5 working days
- Rural deliveries – please note these will take longer to deliver.

For the avoidance of doubt, ‘working day’ has the meaning given to it in the Interpretation Act 1999. Estimated delivery timeframes are subject to change beyond our control.

6.3 Our courier partner for all online, telephone and email orders is Castle Parcels. Our freight partner for larger orders via telephone or email is Peter Baker Transport (PBT). You will receive an email with tracking details once your order has been dispatched.

6.4 We pack your order with great care to ensure your products arrive safely.

6.5 We do not ship to PO Box addresses.

6.6 We offer collection in person from our Petone location. Please arrange this by ordering via telephone or email or by selecting the option to collect in person during checkout on our website.

## **7. Receiving your order**

7.1 As soon as you receive your order please check the product against your email confirmation if ordered online or packing slip if ordered via telephone/email, to ensure it is complete and correct.

## **8. Returns**

8.1 If there is any problem with an order you must notify us within seven days of receiving the order, by telephone or email. If you do not get in contact within seven days, any replacements or returns will be at your expense regardless of the reason for which they are required.

8.2 If the wrong product has been sent: If you let us know within seven days of receiving the order, we will arrange a pick-up of the incorrect product/s and send out the correct product/s at no extra charge.

8.3 If the wrong product was ordered: If you let us know within seven days of receiving the order, we will arrange to send you out the correct product/s. You will need to arrange and pay for the return of the incorrect product/s in order to receive a store credit. You will be charged for the shipping and cost of the new product/s, and the store credit can be applied towards that cost.

8.4 Unused product returns: We may be able to offer a buy-back of unused product at 25% less than the original cost. The returned product will only be accepted if it is unused and in original undamaged packaging, and we reserve the right to accept unused product returns at our sole discretion. Please contact us to enquire if this is relevant to you.

8.5 Breakages: If any product is broken during delivery please let us know straight away. We can credit you for the broken product or arrange a full replacement of a broken carton/tray. We will arrange a pick-up of the broken carton free of charge.

## **9. Consumer Guarantees Act**

9.1 Where products are supplied to you for business purposes, you agree that the Consumer Guarantees Act 1993 does not apply.

## **10. Use of your information**

10.1 When you place an order and/or if you become a Credit Account Facility customer we will collect, hold, use, and disclose personal information about you. If you are an individual, the Privacy Act 2020 (or such legislation as may replace it from time to time) applies to that personal information. You must make sure the information you give us is correct and you must keep it up to date if you place a subsequent order and/or if you are a Credit Account Facility customer.

10.2 Our Privacy Policy is on our website and forms part of these terms and conditions. It sets out how we will collect, hold, use and disclose information, and if the Privacy Act 2020 (or such legislation as may replace it from time to time) applies to your information, how we comply with that Act. We may change our Privacy Policy by providing 30 days' notice which will be displayed on our website along with reasons for any change.

## **11. Miscellaneous**

11.1 You must not transfer any of your rights and obligations under these terms and conditions to any other person or entity.

11.2 We may update or change our terms and conditions, including payment methods, at any time by providing you at least 30 days' notice, which will be displayed on our website along with reasons for any change.

11.3 We can contact you about your order using the email address you have provided to us.

11.4 Unless you expressly state otherwise, we may send you promotional materials from time to time using the email address you have provided to us. If you do not want to receive promotional materials from us you can unsubscribe at any time.

11.5 All images displayed on our website are copyright of Arthur M Holmes Limited and cannot be used without our express written permission. We reserve the right to take legal action against any unauthorised use of copyright images.