

## **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 sample you will need to contact us via telephone or email with the product code of the sample you require and your shipping details. Samples are free of charge however you will be charged for the cost of shipping them to you. Alternatively product samples can 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.

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 Full pallets: Because full pallets are sold in bulk packaged form (i.e. the jars/bottles are not packed in trays or cartons), we can offer you a cheaper pallet price per 1000 unfitted. These are often imported containers held in our store, or containers sourced directly from our Auckland-based glass manufacturer, Visy Glass Operations (NZ) Limited ("Visy"). If you would like to discuss bulk packaging, please contact us. Note that to purchase full pallets you may have to pay a pallet deposit or layer board refundable charge, as well as freight charges if your pallet is sourced directly from Visy. Refunds in relation to full pallets will only be given when the empty pallets or layer boards have been safely returned undamaged, either to Visy (crediting our account number 10023) or to the pallet manufacturer Chep (crediting our account number 6400437697). To ensure you receive a refund you will need to send us a copy of your consignment note, with exact details of what was returned.

## **3. Payment options**

3.1 When ordering through our website, payment must be made online at the time of completing your order.

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

3.2 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.

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

3.4 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 are an approved account customer (see clause 4 below). Please contact us for payment details.

3.5 Orders must be paid for in full prior to dispatch unless you are an approved account customer (see clause 4 below).

3.6 We do not accept payment by cheque.

## **4. Account Customers**

4.1 If you are currently approved as an account customer you may select this payment option at checkout when ordering through our website. You may also place an order on your approved customer account via telephone or email. If you place an order on account we will send you an invoice for payment.

4.2 To become an account customer we generally require you to be ordering on a regular monthly basis. If you wish to become an account customer please contact us. We reserve the right to accept or decline applications to become an account customer at our sole discretion.

4.3 When you place your first order with us as an account customer, we will give you a unique customer code which is six (6) letters followed by two (2) or four (4) numbers. You will need to supply this code for all future orders.

4.4 We do not require credit references for account customers, but we do require that you pay your first four (4) orders in advance. Your first four (4) orders as an account customer must be organised via telephone or email and paid upfront before products are shipped.

4.5 We may be able to offer a credit facility to you, at our sole discretion, however we reserve the right to end it immediately if you fail to meet our terms. We may also refuse to do further business with you, at our sole discretion, if you do not meet our terms.

4.6 We require payment of our invoice by the 20<sup>th</sup> of the month following the placement of an order ("the due date") unless we have agreed otherwise with you in writing.

4.7 If you fail to make payment on the due date, we have the right to cancel your credit facility immediately.

4.8 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.

4.9 Unpaid invoices will incur interest at the rate of 3% per annum accrued monthly from the month after the due date.

## **5. Shipping**

5.1 We aim to dispatch your online order as quickly as possible after payment has been received. Orders by account customers will be dispatched as soon as possible after receipt of the order, and invoices will follow at the earlier of the end of the month or when the product is delivered.

5.2 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.

5.2 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.

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

5.4 We do not ship to PO Box addresses.

5.5 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.

## **6. Receiving your order**

6.1 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.

## **7. Returns**

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

## **8. Consumer Guarantees Act**

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

## **9. Use of your information**

9.1 When you place an order and/or if you become an account customer we will collect, hold, use, and disclose personal information about you. If you are an individual, the Privacy Act 1993 (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 an account customer.

9.2 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 1993 (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.

## **10. Miscellaneous**

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

10.2 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.

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

10.4 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.

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