



Te Ata Adventure and Supply Limited

Terms and Conditions

1. GENERAL OVERVIEW

- 1.1 Te Ata Adventure and Supply Limited operates this website. Throughout the site, the terms “we”, “us” and “our” refer to Te Ata Adventure and Supply Limited. We provide this website and all information, tools and products available on this website to “you”(the customer).
- 1.2 By using our website, you confirm that you accept these terms of use and that you agree to comply with them, including those additional terms and conditions and policies referenced here and/or available by hyperlink. If you do not agree to these terms and conditions (“Terms of Service”, “Terms”), you must not use our website. These Terms of Service apply to all users of the site, whether (without limitation) users who are browsers, vendors, customers, merchants, and/ or contributors of content.
- 1.3 Please ensure to read these terms and conditions carefully before accessing, purchasing and using any of our products on our website. We recommend that you print a copy of these terms for future reference.
- 1.4 We amend these Terms from time to time. Every time you wish to use our website, please check these terms to ensure you understand the terms that apply at that time. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes represents acceptance of those changes.
- 1.5 We are not responsible if information made available on this site is not accurate, complete or current and any reliance on the material on this site is at your own risk.
- 1.6 Our website is directed to people residing in New Zealand. We do not represent that content or products available on or through our website is appropriate for use or available in other locations.
- 1.7 Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those websites or resources



ONLINE STORE TERMS

- 1.8 No one under the age of 13 years is allowed to provide any personal information. Minors under the age of 13 years are prohibited from making purchases, including subscriptions, on the Service.
- 1.9 You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- 1.10 You must not transmit any worms or viruses or any code of a destructive nature.
- 1.11 A breach or violation of any of the Terms will result in an immediate termination of your Services.

2. USE OF MATERIAL ON OUR SITE

- 2.1 We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 2.2 You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website.
- 2.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 2.4 Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.
- 2.5 You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 2.6 If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.



3. INFORMATION CONTAINED ON OUR WEBSITE

- 3.1 The content on our website is provided for general information only about the products that we sell on our website. It is not intended to amount to advice on which you should rely without first consulting your own vehicle manufacturer. You must obtain professional or specialist advice before making a decision about the suitability of our products for your needs and the compatibility of it with your vehicle as we make no representations, warranties or guarantees, whether express or implied, with regards to the suitability of the same for your vehicle.

4. ONLINE SECURITY

- 4.1 We do not guarantee that our website will be secure or free from bugs or viruses.
- 4.2 You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.
- 4.3 You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored, or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

5. GENERAL CONDITIONS

- 5.1 An order placed by you is an offer to buy our products. As such, a contract is only formed on acceptance by us via an order confirmation that we will send to you once we have approved your purchase offer. We reserve the right to refuse to sell our product to anyone for any reason at any time.



5.2 Where we accept your order these conditions (together with the acceptance) constitute the entire agreement between the us and the you and it is expressly agreed that there are no other understandings, representations or warranties of any kind (express or implied) forming part of this contract. In particular:

5.3 •Amendments or conditions contained in your order which is inconsistent with, modifies or is contrary to these conditions shall have no effect unless that condition is expressly accepted in writing by us.

5.4 • Any variation, waiver or cancellation of your order shall have no effect unless accepted in writing by us. Where we accept cancellation we may levy a handling charge of up to 15% of the price.

5.5 Prices for our products are subject to change without notice. We reserve the right at any time to change the price of any of our products. We shall not be liable to you or to any third-party for any price change.

6. **SHIPPING & DELIVERY**

6.1 Any quotations of delivery times by us are made in good faith but are estimates and we shall not be bound by such quotation.

6.2 We will select the method of delivery and reserve the right to charge the cost of delivery to you. Where you request another method of delivery, and we agree in writing then you shall meet the cost of that delivery.

6.3 • Goods leaving the seller's premises are adequately packed for general carriage. Claims for damage or loss in transit must be made against the carrier in the prescribed manner as follows:

(a) Prior to acknowledging delivery to the carrier, the buyer must ensure that the complete consignment as per the carrier's note has been received.

(b) Should there be visible damage to outer packaging the carrier's note must be endorsed accordingly.

(c) Within 7 days of receipt of consignment you must ensure that all goods received are in good order and condition.



- 6.4 • No claims will be considered after 21 days of receipt of goods. While no liability for goods damaged or lost in transit will be accepted by the seller details of any claim should be advised to the seller.

7. **WARRANTY POLICY AND RETURNS**

- 7.1 We stand by and warranty our products with proof of purchase to the original owner against defects in materials and workmanship. Our warranty does not cover normal wear and tear, damages caused by accident, improper use, or the natural breakdown of materials over extended time and use. Equally, abuse of product, improper handling or storage and disregard for the product care instructions are also not covered. Our products are warranted for a period of **(2 years)** against defects in materials and workmanship.

- 7.2 To assess your warranty claim, please email us your order number, clear photos and/or videos and a quick description of what has failed to Te Ata Adventure and Supply Limited. If accepted, we will advise a return address to send the product back for assessment and testing.

- 7.3 We are committed to complying with all our obligations under the Consumer Guarantees Act. If a product fails due to a major manufacturing fault or material defect, we may replace, credit or refund. We may also repair it free of charge as is our right. For a minor fault or defect, we may repair it free of charge, or if it is not practical to repair the minor fault, we will replace it or offer a refund or credit at our discretion.

- 7.4 In addition to the above, you have a 21-day right of return to decide if the product is right for you. During this time, we will refund or exchange (plus or minus any difference in price between products being exchanged for) any product, provided that the product has not been damaged, soiled or altered.

8. **PRIVACY**

- 8.1 We collect the personal information you give us such as your name, address and email address when you purchase one of our products.



- 8.2 When you browse our store, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system.
- 8.3 Email marketing (if applicable): With your permission, we may send you emails about our store, new products and other updates.
- 8.4 When you provide us with personal information to complete a transaction, verify your credit card, place an order, arrange for a delivery or return a purchase, we imply that you consent to our collecting it and using it for that specific reason only.
- 8.5 If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no.
- 8.6 Under the Privacy Act 1993, you may request access to, or correction of your personal information held by Te Ata Adventure and Supply Limited subject to payment of reasonable charges for compliance with any request for access to or correction of personal information.
- 8.7 How do I withdraw my consent? If after you opt-in, you change your mind, you may withdrawing your consent for us to contact you, for the continued collection, use or disclosure of your information, at anytime, by contacting us at **sales@teataadventure.com**
- 8.8 We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.
- 8.9 We respect the privacy of your personal information and we will take all reasonable steps to keep it strictly confidential. However, we may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.
9. We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.
10. If our company is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.



11. If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact us at **sales@teataadventure.com**

12. **ONLINE PLATFORM WIX AND STRIPE**

12.1 Our store is hosted on WIX.com Inc and payments are made using Stripe.com. They provide us with the online e-commerce platforms that allow us to sell our products and services to you.

12.2 Your data is stored through WIX.com and Stripe.com's data storage, databases and general WIX.com and Stripe.com applications. They store your data on a secure server behind a firewall.

12.3 If you choose a direct payment gateway to complete your purchase, then Stripe.com stores your credit card data. It is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is deleted.

12.4 In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

12.5 However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

12.6 For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

12.7 Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

12.8 When you click on links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.



- 12.9 Our store uses Google Analytics to help us learn about who visits our site and what pages are being looked at.
- 12.10 To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.
- 12.11 If you provide us with your credit card information, the information is encrypted using Secure on-site and in-app checkout with HTTPS/TLS data encryption. Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards.
- 12.12 Here is a list of cookies that we use. We've listed them here so you that you can choose if you want to opt-out of cookies or not.

Cookie Name	Purpose	Duration	Cookie Type
XSRF-TOKEN	Used for security reasons	Session	Essential
hs	Used for security reasons	Session	Essential
svSession	Used in connection with user login	2 years	Essential
SSR-caching	Used to indicate the system from which the site was rendered	1 minute	Essential
_wixCIDX	Used for system monitoring/debugging	3 months	Essential
_wix_browser_sess	Used for system monitoring/debugging	session	Essential
consent-policy	Used for cookie banner parameters	12 months	Essential



Cookie Name	Purpose	Duration	Cookie Type
smSession	Used to identify logged in site members	Session	Essential
TS*	Used for security and anti-fraud reasons	Session	Essential
bSession	Used for system effectiveness measurement	30 minutes	Essential
fedops.logger.sessionId	Used for stability/effectiveness measurement	12 months	Essential
wixLanguage	Used on multilingual websites to save user language preference	12 months	Functional

13. ENTIRE AGREEMENT

- 13.1 The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- 13.2 These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).
- 13.3 Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

14. GOVERNING LAW

- 14.1 These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of New Zealand.