

## EVACWISE LIMITED

### Terms and Conditions

1. **Application:** These terms and conditions apply to your access to and use of the website “evacwise.co.nz” and to any products supplied by EvacWise Limited (“EvacWise”, “we” and “us”).
2. **Ordering goods and services from us:**
  - a. When you place an order with us, you are making an offer to buy goods or services.
  - b. An order is placed on our website via adding a product to the shopping cart and proceeding through our checkout process.
  - c. The checkout process includes giving us delivery and any other relevant details for your order e.g. entering payment information and submitting your order.
  - d. We do not supply trade quantities to those without a trade account with EvacWise and reserve the right to limit the number of an item customers can purchase in a single transaction. We will send you an e-mail to confirm that we have received your order.
3. **Refusing or cancelling orders:**
  - a. In the unlikely event that the goods or services ordered are no longer available we reserve the right to refuse or cancel an order.
  - b. We reserve the right to refuse or cancel any orders that we believe, solely by our own judgment, to be placed for commercial purposes, e.g. any kind of reseller. We also reserve the right to refuse or cancel any orders that we believe, solely by our own judgment, to have been placed fraudulently.
  - c. While we endeavour to ensure that the price and description of goods or services are accurate if there is an error in the process of listing a product or service on our website or a technical error in the processing of your order, we reserve the right to refuse or cancel the order.
4. **Shipping Method and Costs:** Delivery to any destination in New Zealand will be **by NZ Post**. The estimated time of arrival for your order once payment has been validated is 3 - 5 working days. Unfortunately, we are unable to ship to P.O. box addresses. Return shipping cost will be a buyer’s expense.
5. **Payment options:** We currently accept the following credit cards:
  - Visa
  - MasterCard

Afterpay is an external payment service provider. EvacWise offers Afterpay as a further payment option for you when purchasing goods from us through our Online Store. To see Afterpay’s complete terms, visit <https://www.afterpay.com/en-NZ/terms-of-service>

#### Pricing:

All prices for consumers listed on [www.evacwise.co.nz](http://www.evacwise.co.nz) are in New Zealand dollars and are inclusive of GST.

- a. We reserve the right to alter prices on our website at any time, for any reason. IF you are placing an order for delivery outside of New Zealand, our prices do not include import fees, duties, tariffs or other charges which may be payable in relation to an order.
  - b. If the product has a lead time indicated, it is sourced from an overseas supplier.
6. **Website and Credit Card Security:** We want you to have a safe and secure shopping experience online. All payments via our website are processed using SSL (Secure Socket Layer) protocol, whereby sensitive information is encrypted to protect your privacy. You can help to protect your details from unauthorised access by logging out each time you finish using the site, particularly if you are doing so from a public or shared computer.
7. **Colour Representation:** Whilst we ensure all details and descriptions on the website are accurate, colour descriptions are a representation only. The reproduction of colour is as accurate as the photographic and production process will reasonably allow and we have made every effort to display an accurate representation of each product's colour. However, as the actual colours you see will depend on your monitor, we cannot guarantee that your monitor's display will accurately reflect the colour of the product that's delivered to you.
8. **Competitions:** N/A
9. **Warranties and Repairs:** We will honour our obligations under the Consumer Guarantees Act 1993. Notwithstanding any other provisions in these Terms, to the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to the supplying of the products again where such legislation gives us that right.
10. **Website Content:** Evacwise endeavours to supply accurate information on this site, errors and omissions may occur you are solely responsible for the actions you take in reliance on the content on, or accessed, through this site. EvacWise reserves the right to make changes to the content on this site at any time and without notice.
11. **Disclaimer:** Our website intends to provide information for people shopping for our products and accessing our services, including making purchases via our website and registering on our database to receive e-mails from us. While we endeavour to supply accurate information on this site, errors and omissions may occur. EvacWise does not accept any liability, direct or indirect, for any loss or damage which may directly or indirectly result from any advice, opinion, information, representation, or omission, whether negligent or otherwise, contained on this site. You are solely responsible for the actions you take relying on the content on or accessed through this site. To the extent permitted by New Zealand law, EvacWise makes no warranties in relation to the merchantability, fitness for purpose, freedom from computer virus, accuracy or availability of this website or any other website.

## 12. **Changes**

13. **Intellectual Property:** EvacWise, its suppliers, advertisers or third-party providers own all copyright and other intellectual property on this site. Everything on this site, unless otherwise stated, is copyright. We advise that you may not copy or display for redistribution to third parties or for commercial purposes any portion of this site without the express permission of EvacWise.
14. **Privacy Policy:** We are committed to protecting your privacy. We recognise that your personal information is confidential, and we understand that it is important for you to know how we treat your personal information. Please read our Privacy Policy for more information.
15. **Jurisdiction:** This website is governed by and is to be interpreted in accordance with, the laws of New Zealand.
16. **Changes to this Agreement:** EvacWise reserves the right to alter, modify or update these terms of use. These terms apply to your order. We may change our terms and conditions at any time, so please do not assume that the same terms will apply to future orders. EvacWise reserves the right to make changes to the content on our website at any time and without notice, including advertised prices.
17. **General:** If you breach these Terms, your right to access and use this website shall cease immediately.
18. **Force Majeure:** We accept no liability for any failure to comply with these terms, including delays in delivery or unavailability of products where such failure is due to circumstances beyond our reasonable control such as shipping delays, natural disasters, internet or banking system outages or errors.

## **RETURNS AND EXCHANGES POLICY**

1. EvacWise accepts 'change of mind' returns and exchanges, as long as you meet these criteria:
  - a. Items must be returned within [30 days] of the original purchase date
  - b. Items must be in new, unused condition with original tags attached and wrapping intact
  - c. You must provide proof of purchase
2. We may refuse the return of items that do not comply with the above criteria.
3. Please return the item to us in the same condition as you received it, with its original packaging and all relevant paperwork. Email us at [evacwise@outlook.com](mailto:evacwise@outlook.com) to inform us of the return or exchange.
4. For your security, we would recommend that you return any items by insured courier or registered mail and retain your receipt, as EvacWise is not responsible for any item lost or damaged in transit.
5. We will not refund freight costs where goods are returned or exchanged because you have changed your mind.
6. If any part of your order arrives damaged, faulty or is not the correct product please notify us immediately - we will organise for the item to be collected at our expense and a replacement product sent to you.

## **PRIVACY POLICY**

### **Customer Information**

- 1.
2. EvacWise values you as a customer and respects your privacy.
3. This privacy policy applies to information collected online by [evacwise.co.nz](http://evacwise.co.nz). We reserve the right to amend our privacy policy at any time and if we do, we will post an updated policy on our website.
4. In using our website, you acknowledge we may collect your contact information (like your name, email address, postal address, phone number, credit card number, gender, birthday etc).
5. We may use your personal information in the following ways, to:
  - a. improve your shopping experience;
  - b. send news, information about our products, services and promotions which we believe may be useful to you;
  - c. monitor who is accessing the web site or purchasing products offered on the website;
  - d. profile the type of people accessing the website, including analyzing trends and statistics;
  - e. help us learn more about your shopping preferences;
  - f. help us address problems with and improve our site design, products and services;
  - g. protect the security or integrity of our website and our business;
6. We may share your personal information in the following ways:
  - a. with our service providers who manage our customer information and perform services on our behalf, such as fulfilling promotions, sending communications to our customers and related matters. We do not authorise these service providers to make any other use or disclosure of your information;
  - b. when we team up with another company to offer or provide products, services or promotions to our customers;
  - c. to conform to legal requirements (including, but not limited to, requirements in accordance with any applicable law, regulation or government request) or comply with legal process, or to help maintain the law;
  - d. to enforce our rights under these terms and conditions.
7. Except as set out above, we will not sell or otherwise provide your personal information to a third party, or make any other use of your personal information, for any purpose which is not related (directly or indirectly) or incidental to your use of this website. For the avoidance of doubt, your personal information will not be used for any purpose which a reasonable person in your position would not expect.
8. Personal information which we collect may be aggregated for analysis but in such circumstances, we would ensure that individuals would remain anonymous.

### **Promotional Material**

9. We only want to communicate with you if you want to hear from us. Accordingly, if you receive promotional material from us but would prefer not to receive such information, please

unsubscribe in the email which we sent to you. To unsubscribe using the email which we sent you, please click unsubscribe in the body of the email sent by us.

10. Unsubscribing to receive promotional material will not affect the way we confirm orders that are made by you. We will continue to confirm your order status and shipment by email. We may also need to contact you via telephone, email or postal mail with questions or information regarding your order.

#### **Cookies**

11. We utilise "cookies" which are small data files that are stored on your computer when you visit a website. These enable us to monitor traffic patterns and to serve you more efficiently if you revisit the site. A cookie does not identify you personally, but it does identify your computer. For example, we may use cookies to enable you to use certain website features, remember the items in your shopping cart, store your preferences, recognise you when you return to our website, track your orders, and monitor and maintain information about your use of our websites. Cookies may also be used to collect transaction information needed by a script or loyalty program to which you have authorised us to provide your personal information. You can set your browser to notify you when you receive a cookie and this will provide you with an opportunity to either accept or reject it in each instance. However, if you do not accept cookies, you will not be able to access your account information or make purchases on our website.

#### **Confidentiality**

12. We will endeavour to take all reasonable steps to keep confidential all personal information that we collect (including your contact details and, if relevant, credit card details). However, we cannot guarantee (and we provide no assurances regarding) the security of all information that we collect.

#### **Children**

13. We consider it is the responsibility of parents to monitor their children's use of our website. Nevertheless, it is our policy not to require personal information from persons known to be under the age of 13 years or offer to send any promotional material to persons in that category.

#### **Security**

14. We do our best to provide you with a safe and convenient shopping experience. We attempt to limit the number of employees that have access to the databases that contain personal data, and employees are advised of the importance of confidentiality. In addition, it is our policy to never send your credit card number via email.
15. No data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information and material, we do not warrant and cannot ensure the security of any information or material which you transmit to us. Accordingly, any information or material which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information and material.
16. When you enter your personal information on our website, we use Secure Sockets Layer (SSL) technology. to protect your information as it is transmitted to us. Where an online retailer uses

SSL technology, at the checkout the online retailer serves and your PC encrypts everything that you enter into your computer, such as credit card details, billing and delivery address. When it is encrypted, generally other computers are unable to make sense of it, therefore keeping the information private while it is being transmitted.

17. To make sure you are accessing our secure server before you submit personal financial information, look at the lower left-hand corner of your browser. If you see an unbroken key or a closed lock (depending on your browser), then the SSL is active. To double-check for security, look at the URL or Location line of your browser. If you have accessed a secure server, the first characters of the address in that line should change from "http" to "https".
18. While we endeavour to implement the above security measures on this site, you should be aware that 100% security is not always possible. We do not accept any liability (direct or indirect) for any loss or damage suffered or incurred by the Customer which has arisen directly or indirectly from use of this website, providing information to us or any other manner associated with either of these matters.
19. If you have any questions about our privacy policy, please contact us at [evacwise@outlook.com](mailto:evacwise@outlook.com)