

THE MIGHTY GRIPPER

These Terms and Conditions govern the use of www.kiwigrip.co.nz/www.mightygripper ("the website") and the purchase of any goods from The Mighty Gripper Company Ltd.

Acknowledgment and acceptance of Terms and Conditions

Please note that by accessing, using or browsing this website you agree to be bound by its terms, conditions, disclaimers and limitations of liability ("Terms and Conditions"). The Mighty Gripper Company Ltd reserves the right to amend or update such terms, conditions, disclaimers and limitations of liability at any time without providing notice to you. By using the website, you acknowledge that you have read and understood these Terms and Conditions.

Limitation of Liability

Any liability of The Mighty Gripper Company Ltd in connection with goods supplied to you will, subject to any non-excludable liability for breach of conditions or warranties implied by legislation and to the maximum extent permitted by law, at the discretion of The Mighty Gripper Company Ltd, be limited to the replacement or repair of the goods, the supply of equivalent goods, the payment of the cost of replacing or repairing the goods or the payment of the cost of obtaining equivalent goods.

Disclaimer

The information contained on the website is provided by The Mighty Gripper Company Ltd in good faith. To the best of The Mighty Gripper Company Ltd's knowledge, the information is accurate and current. However, The Mighty Gripper Company Ltd, any of its directors, officers, employees or shareholders do not make any representation or warranty as to the accuracy or completeness of the information.

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You further acknowledge and agree that, subject to the section dealing with "Limitation of Liability", The Mighty Gripper Company Ltd will not be liable to you or any other person for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for product liability, personal injury or negligence resulting from use of goods or services supplied to you by The Mighty Gripper Company Ltd.

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Applicable Law

These Terms and Conditions are governed by the laws in force in New Zealand and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New Zealand and any courts, which may hear appeals from those courts.

Information Provided by You

If you purchase goods and services from The Mighty Gripper Company Ltd we may require you to provide your name, address, email address, credit card number or other details ("customer information"). We may subsequently require further details to enable the processing of any orders that you make. You agree to provide The Mighty Gripper Company Ltd with current, complete and accurate customer information when asked to do so by an employee of The Mighty Gripper Company Ltd.

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Virus Warning

All care is taken to ensure that the www.kiwigrip.co.nz/www.mightygripper.co.nz website and data transmissions are free from viruses. However, it is your responsibility to scan any such data for viruses

Privacy

We treat all customer information in accordance with current New Zealand privacy laws.

Information you provide us

For The Mighty Gripper Company Ltd to process your order, we need information such as your name, email or contact number, delivery address and payment details.

Product Information

Prices of goods include postage and packaging and GST. Prices are supplied to you upon request by fax or email. These prices are subject to variation without notice.

We will always attempt to be as accurate as possible with our product descriptions.

All photographs, illustrations, dimensions and any other particulars presented on kiwigrip.co.nz or a quotation, or contained in descriptive literature are approximate only and deviations from them shall not invalidate the contract or be the basis of any claim made against The Mighty Gripper Company Ltd.

Any representation, promise, statement or description from The Mighty Gripper Company Ltd or any employee, agent, dealer or other person or company is expressly excluded and the purchaser acknowledges that he has relied solely upon his own inspection and skill and judgement and not by reason of any such representation, promise, statement or description.

Placing and Accepting Orders

Orders will not be dispatched until a traceable order number has been received or Visa/Mastercard details have been verified and The Mighty Gripper Company Ltd is satisfied with the integrity of the order.

Without limiting the operation of any other Terms and Conditions herein, The Mighty Gripper Company Ltd is not responsible for any loss or damage caused by late delivery or cancellation of an order or a product.

Placement of an order by you constitutes an offer to enter into an agreement with us ("your offer").

If these Conditions of Sale, which shall only be varied, modified or rescinded by written agreement (executed by The Mighty Gripper Company Ltd) shall differ in any respect from your order or The Mighty Gripper Company Ltd's acceptances or confirmation, then these Conditions of Sale shall prevail.

If by any reason of any legislation, government action or other cause beyond The Mighty Gripper Company Ltd's control, any tax, impost, levy, charge, duty or expenditure of any kind, which is not at present chargeable or applicable, is imposed becomes payable or applicable, or is incurred upon, to, or in respect of the goods hereby sold, it will be to your account and/or chargeable to the purchaser by The Mighty Gripper Company Ltd.