

Conditions of Use

This web site is provided in good faith by Something Special. Please treat this site with the same care and respect as you would a bricks and mortar shop.

Every care has been placed into this site to ensure your rights are protected and your shopping experience is safe and secure. Should you find that there is something you need to comment on, please feel free to contact something special.

Summary

- Consumer Guarantees Act 1993 applies to goods acquired for private purposes only
- Invoices are to be presented for warranty purposes
- The title of goods does not pass to the purchaser until all goods are paid in full and cleared by our bank
- Warranty will be void if goods are found tampered with.
- Warranty will be void if Something Special labels are removed and/or tampered with
- Warranty does not cover damage to other equipment used in conjunction with these goods.
- All warranties are RTB (return to base) unless otherwise stated.

Introduction

Something Special Limited hereinafter referred to as 'the Company'. The customer of the Company named to overleaf is hereinafter referred to as 'the Customer'.

These terms and conditions shall be the conditions of the contract and shall apply to each order of goods made by the Customer to the Company.

To the extent permitted by law, all other conditions, warranties, descriptions, representation and agreements whether expressed or implied by law, trade custom or otherwise are extended, except for the terms set out in the Company's invoice, which includes the official printed warranty.

Orders

Orders shall be treated as placed when the Customer signs the order or otherwise places the order.

Terms of Payment and Price

The price of the goods shall be the Company's standard price for those goods at the time of delivery to the Customer plus New Zealand GST (Goods and Services Tax).

The price of the goods shall be paid in full prior to delivery, without set off, counterclaim, cross demand or deduction whatsoever, unless otherwise agreed in writing by the Company.

The Company may withdraw or modify credit facilities at any time without notice and in its sole discretion.

Warranty and Returns

All warranties on goods sold by the Company are stated and printed below, or in the price guide supplied to the Customer from time to time, and shall form part of the General Terms and Conditions of Sale unless otherwise agreed in writing by the Company. Under NO circumstances may the Customer change any warranty on any of the Company's products. Warranties are not transferable.

The Customer is to contact the Company to obtain a Return Authorisation Number prior to returning goods for replacement or credit. Goods will then be dealt with under the Company's Returns Procedure which is printed in the price guide supplied to the Customer from time to time.

Warranty

Defective goods will be replaced, repaired, credit given or the purchase price refunded (at the Company's discretion), if the goods, this invoice and an accurate description of the fault (including any error messages) are returned to Something Special Ltd within the warranty period following the date of the invoice.

All courier and insurance costs shall be paid by the Customer, including returns for warranties, which must be prepaid.

This warranty is voidable at the Company's discretion if:

- The defect results from incorrect storage or handling by the carrier or the Customer or any other person not under direct control of the Company.
- Any attempt to rectify the defect is made by any person not authorised by the Company to do so.
- The defective goods have been modified without prior written approval of the Company.
- The Company labels are removed or peeled.
- The further terms and information relating to this warranty and relating to the return of goods which appear in the Company's price guide, as amended from time to time, are not complied with.
- The Company is not obliged to replace or refund the cost of any defective goods while the Customer is in default in performance of any of its obligations to the Company.

To the extent permitted by law, the Company shall not be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind suffered by the Customer or any other person, arising directly or indirectly from the use of goods supplied on this invoice.

The Customer acquires the goods for the purposes of a business (in terms of the New Zealand Consumer Guarantees Act 1993) and the Customer agrees not to assert or to attempt to assert any rights or claims against the Company under the provisions of the Act. Returns shall be made by the Customer only and not the 'end user' unless prior written authority of a Manager of the Company.

Where the Customer supplies the goods in trade to a person acquiring them for business purposes, it must be a term in that person's contract that the Consumer Guarantees Act does not apply in respect of the goods.