

# SEALECTIVE LIMITED: WEBSITE TERMS

Last updated: Tuesday 7<sup>th</sup> Feb 2023

## PART A: GENERAL TERMS AND CONDITIONS

### 1 APPLICATION OF THESE TERMS

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- 1.1 This website is operated by Sealective Limited 6290592 (referred to as the **Company, we, us and our**).
- 1.2 These terms of service (**Terms**) apply when you use our website, [www.sealective.co.nz](http://www.sealective.co.nz), including all information, tools and services available on this website (together the **Website**).
- 1.3 These Terms include our privacy policy which can be viewed by you at <https://sealective.co.nz/wp-content/uploads/2023/02/442957-Privacy-Policy-SEALECTIVE.pdf> (**Privacy Policy**).
- 1.4 If you purchase products via the Website, the additional product purchase terms in Part B of these Terms (**Product Purchase Terms**) apply to your purchase of such products.
- 1.5 We may change these Terms at any time by updating this page of the Website, and your continued use of the Website following such an update will represent an agreement by you to be bound by the Terms as amended.

### 2 ACCESS TO THE WEBSITE

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- 2.1 These Terms apply to all users of the Website. You agree to be bound by these Terms, which form a binding agreement between you and us. You confirm that you have the authority to act on behalf of any entity for whom you are accessing the Website.
- 2.2 If you don't agree to these Terms, you must refrain from using the Website.

### 3 YOUR OBLIGATIONS

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- 3.1 You must not:
- 3.1.1 copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without our express written consent;
- 3.1.2 use the Website for any purpose other than the purposes of obtaining information about us and/or our products;
- 3.1.3 use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- 3.1.4 not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us;
- 3.1.5 use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- 3.1.6 use the Website with the assistance of any automated scripting tool or software;

- 3.1.7 act in a way that may diminish or adversely impact our reputation, including by linking to the Website on any other website; and
- 3.1.8 attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
- (a) gaining unauthorised access to Website accounts or data;
- (b) scanning, probing or testing the Website for security vulnerabilities;
- (c) overloading, flooding, mail-bombing, crashing or submitting a virus to the Website; or
- (d) instigate or participate in a denial-of-service attack against the Website.

### 4 ACCOUNTS

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- 4.1 If you open an account on this Website, you are responsible for:
- 4.1.1 providing us with accurate and complete information;
- 4.1.2 keeping the username and password to your account confidential; and
- 4.1.3 all activities which occur under your account.
- 4.2 We have the right to disable any username or password, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 4.3 You must notify us immediately if you know or suspect any unauthorised access of your account by sending an email to [info@selaective.co.nz](mailto:info@selaective.co.nz).

### 5 INFORMATION ON THE WEBSITE

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- 5.1 While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:
- 5.1.1 the Website will be free from errors or defects;
- 5.1.2 the Website will be accessible at all times;
- 5.1.3 messages sent through the Website will be delivered promptly, or delivered at all;
- 5.1.4 information you receive or supply through the Website will be secure or confidential; or
- 5.1.5 any information provided through the Website is accurate or up to date.
- 5.2 We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions and other Website Content. We undertake no obligation to

update, amend or clarify information on the Website, except as required by law.

## 6 INTELLECTUAL PROPERTY

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- 6.1 The Website and all materials on the Website (which may include text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) contain intellectual property owned by us, including trademarks, copyrights, proprietary information and other intellectual property.
- 6.2 The trademarks, service marks, designs, and logos (the **Trademarks**) displayed on the site are the registered and unregistered Trademarks of the Company and its licensors.
- 6.3 You may access and view all or part of the Website for the sole purpose of viewing the Website Content to obtain information about us and/or our products and, if applicable, to purchase products via the Website.

## 7 THIRD-PARTY LINKS

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- 7.1 The Website may contain links to other third-party websites that are not our responsibility. We have no control over the content of the linked websites and we are not responsible for it.
- 7.2 Inclusion of any linked third-party website on the Website does not imply our approval or endorsement of the linked website.

## 8 COMMENTS AND FEEDBACK

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- 8.1 If, you send us any comment, feedback, submission, creative idea, suggestion, proposal, plan, or other material, by any means (**Comment**), you agree that we:
- 8.1.1 may use any Comment for any purpose, without restriction; and
- 8.1.2 are and shall be under no obligation to:
- (a) maintain any Comment in confidence;
  - (b) pay compensation for any Comment; or
  - (c) respond to any Comment.

## 9 LIMITATION OF LIABILITY

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- 9.1 The Website and all Website Content is provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied. However, this clause does not limit any warranties provided to you in the Sale Terms (or under any applicable consumer law, such as the Consumer Guarantees Act 1993) in respect of products you have purchased via the Website.
- 9.2 To the maximum extent permitted by law:
- 9.2.1 your access and use of the Website and all Website Content is at your own risk; and
- 9.2.2 under no circumstances shall we be liable to you for any loss, liability, cost or damage (whether direct, indirect, special consequential or punitive) suffered or incurred by you on account of your use of (or inability to access or use), or reliance on, the Website or the Website Content (including any loss or damage to computer systems, mobile phones or other electronic

devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference).

9.3 This clause 9 does not limit any remedies provided to you in the Sale Terms (or under any applicable consumer law, such as the Consumer Guarantees Act 1993) in respect of products you have purchased via the Website.

9.4 You agree to indemnify us for any loss or liability arising out of your unauthorised use of this Website or Website Content.

## 10 GENERAL

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- 10.1 Neither party will be liable for any delay or for any failure to fulfil its obligations under these terms (except with respect to any payment obligations) if the failure or delay arises directly or indirectly from or as a consequence of any cause or circumstance beyond the reasonable control of that party.
- 10.2 The parties agree to use their best endeavours to promptly resolve any dispute or difference between them by way of good faith negotiations. Supplier may, at its option, require you to submit to mediation with assistance of a qualified mediator.
- 10.3 Your personal information is processed by us in accordance with our Privacy Policy. You must comply with all applicable privacy laws in connection with your supply of any personal information to us via the Website.
- 10.4 These Terms and the provision of the Website provided hereunder will be governed by New Zealand law and you agree to submit to the exclusive jurisdiction of the New Zealand courts in respect of any disputes or claims arising out of or in connection with the Terms or the Website.
- 10.5 The failure of us to enforce any provision of these terms shall not be treated as a waiver of that provision, nor shall it affect our future right to enforce that provision.
- 10.6 If any provision of these Terms is determined to be illegal, invalid or otherwise unenforceable, then to the extent, it shall be severed and deleted from these Terms and the remaining terms shall survive and continue to be binding and enforceable.
- 10.7 These Terms constitute the entire agreement between you and us with respect to the access to and use of the Website and supersedes all prior or contemporaneous understandings regarding such subject matter.

## 11 CONTACT US

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- 11.1 If you have any feedback or a complaint, or any written notice is required in accordance with these Terms, please contact us at [info@seallective.co.nz](mailto:info@seallective.co.nz).

## PART B: PRODUCT PURCHASE TERMS

### 1. Price

- 1.1 In respect of all products we supply to you, you will pay the price for the relevant products specified on the Website at the time of your order, plus goods and services tax and (**Price**).
- 1.2 We reserve the right to change prices without notice. All prices are GST inclusive and are displayed and processed in New Zealand Dollars.

- 1.3 Unless expressly specified otherwise in your order, all prices are exclusive of delivery charges and applicable taxes (including goods and services tax) assessed or levied in connection with the supply of the products.

## **2. Payment**

- 2.1 You will be able to make payment for your products via the Website. Payment is due in full prior to delivery of any products.
- 2.2 Credit card transactions are securely processed by either or Paystation or WooCommerce, each a third party payment processor, and are subject to Paystation or WooCommerce's (as applicable) terms of service (available on the relevant third party's website). Either Paystation or WooCommerce (as applicable) is solely responsible for such transactions and we exclude all liability for such transactions to the extent not restricted by law. Paystation and WooCommerce maintain administrative, technical, and physical procedures to protect information stored on their servers, as outlined within their own privacy policies.

## **3. Gift Cards**

- 3.1 If you purchase a gift card from the Website, you may choose the available value for the gift card.
- 3.2 The expiry date for all gift cards will be 12 months from the date of purchase. You cannot use the gift card after the expiry date. The gift card and any balance not used on the card will expire 12 months after its date of purchase (regardless if you top it up again within those 12 months).
- 3.3 Gift cards may be gifted to any person at the time of purchase and are redeemable at the checkout page (voucher able to be entered).
- 3.4 Once purchase gift cards are non-transferable and cannot be credited to an account. Remaining balances on the card can be used for future purchases before the expiry date.
- 3.5 Lost or stolen gift cards will not be replaced, refunded or redeemed.

## **4. Delivery**

- 4.1 We will deliver products to the delivery location specified in your order made via the Website. **(Delivery)**.
- 4.2 Delivery costs will apply, as specified on our website at the time of delivery.
- 4.3 Although we will endeavour to delivery overnight, any quotations relating to the time for delivery of products are estimates only and not commitments. We will not be responsible or liable for any delays in delivery, and you acknowledge that such matters are outside of our control (including as a result of weather conditions and sustainable fishing requirements).

## **5. Warranty**

- 5.1 The warranties provided to you in respect of goods, under New Zealand consumer law, shall apply in respect of the products we supply to you.

- 5.2 Please choose carefully as we will not offer a refund or replacement product if you have simply changed your mind or ordered the incorrect products.

## **6. Refunds and returns**

- 6.1 If for any reason you have received an incorrect item, your product is defective, or your order has not been delivered, please contact us info@sealective.co.nz or 0274434837 within 24 hours of the delivery being made and we will either refund you or replace the relevant product (subject to our rights of dispute over any such claim and subject to applicable laws).

- 6.2 If we ask you to return an item for a refund or replacement, please use the following address:

NZ Couriers Depot Only, 11 Manchester Street, Paraparaumu 5032

- 6.3 Please pack the item/items securely in the packaging your product was delivered in. All products must be returned in good condition, in original packaging (if possible) to receive full credit or a replacement product.

- 6.4 When shipping any item, you should consider using a trackable shipping service or purchasing shipping insurance. We don't guarantee that we will receive your returned item.

- 6.5 Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund or request for a replacement product.

- 6.6 We will not be able to refund or replace any eaten or disposed of items.

- 6.7 We will not be in a position to issue a credit or replace products if more than 24 hours have passed since the arrival of your order.

### **Refunds**

- 6.8 If you are approved for a refund, then your refund will be processed minus the processing fee of the original payment, and a credit will automatically be applied to your credit card or original method of payment. We may need to request your credit card details or bank account details in order to process a refund

- 6.9 Refunds take up to 20 working days to process. If you haven't received a refund within that timeframe, first check your bank account, then contact your credit card company, it may take some time before your refund is officially posted.

### **Replacement products**

- 6.10 Depending on where you live, the time it may take for your exchanged product to reach you, may vary.