

# **Arrow beauty Terms and Conditions for Online Sales**

## **1. Interpretation.**

'Arrow Beauty' is the duly authorised trading name of Arrow Marketing Limited a fully incorporated Limited Liability Registered Company of New Zealand.

Under these Terms of Online Sale "agreement" means the agreement for the supply of products and services between arrow beauty and the customer.

'Product' means any item or service sold by Arrow Beauty from their business location.

"Order" and "Total Order Value" mean the Total number of products required and supplied. Orders include the further supply of any product not initially able to be provided and hence back ordered for supply at a future date unless cancelled by either Arrow beauty or the Customer, subject to Clause 10.

"Account" means the operating Account given to the Customer by Arrow Beauty from within their Company systems using a unique Customer Code for the specific purchase of product.

'Customer' means the Business Trading name for Operating Account with Arrow Beauty

"On-line Sale" means sales via the Arrow Beauty Website.

'Supplier' means any company or business local or international that provides product to Arrow beauty

Online Sales from Arrow beauty to the Customer are made and orders accepted subject to the following terms and conditions unless otherwise agreed by us in writing.

## **2. Agreement.**

- 2.1. This Terms of Online Sale contained here-in form the Agreement between Arrow beauty and the Customer and are varied only where such variation is in writing and signed by a Director of Arrow beauty.
- 2.2. The terms herein shall govern the supply of products and services by Arrow beauty Online and shall prevail over any conflicting terms contained in any order or other document submitted by the Customer unless specifically varied or executed in the manner set out in Clause 2.1

## **3. Online Orders and Acceptance.**

- 3.1. The publication by Arrow beauty of any Pricing or Price list, be it hard copy or soft copy alike via the website and forwarding or publication of the same to the Customer shall only constitute an invitation to do business and arrow beauty shall not be bound by any order for products or services based upon or which these refer to any such material.
- 3.2. All Online orders are subject to acceptance by Arrow beauty and to Arrow beauty considering the credit status of the Customer.
- 3.3. Arrow beauty may in its consideration demand from the Customer full payment or a suitable deposit payment prior to the online order being delivered to the Customer or placed on-order with an Arrow beauty Supplier.

## **4. Prices and Charges.**

- 4.1. The Customer shall pay Arrow beauty prices and charges as specified in the Arrow beauty website plus Goods and Services Tax (GST) thereon (if any) unless GST is expressly excluded.
- 4.2. All prices quoted unless otherwise specified are ex Arrow beauty warehouse, with payment to be met and cleared through the bank account of Arrow beauty before despatch unless the Customer has been granted credit terms on their Account.
- 4.3. Where credit terms have been granted payment is due promptly on the 20th of the month following supply. In the event payment is not received by this date Arrow beauty reserves the right to charge interest at 2% per month commencing from the due date of payments.
- 4.4. The levying of interest shall not exceed the due date of payment and Arrow beauty also reserves the right to restrict or withhold the supply of further goods on credit until satisfactory payment is received.
- 4.5. The Customer shall pay all prices and charges as set out on the invoice when due without deduction or deferment of any claim, counterclaim or set off.
- 4.6. Arrow beauty may at any time and from time to time with or without notice to the Customer, in its sole discretion, increase or decrease or suspend or revoke the amount of credit (and any credit limit) provided to the Customer. Any increase or decrease or suspension or revocation of credit or exceeding or change of any credit limit shall hereby be deemed to be consented to by the Customer and any Guarantor(s) and shall not release either the Customer or the Guarantor(s) from liability whatsoever.
- 4.7. The Customer authorises Arrow beauty to use his/her or any other credit card held against the Customers operating account by Arrow beauty under terms set out in the Application for Operating Account Form, for any outstanding moneys owed.

## **5. Goods.**

- 5.1. If Arrow beauty is not the manufacturer of the products, the Customer acknowledges that Arrow beauty is dependent upon the manufacturer for supply, delivery dates, specifications and all manner of things relevant to the product.
- 5.2. Good described Online or elsewhere are subject to a continuing process of technical change and development and it is therefore understood and agreed by the Customer that goods supplied may not comply in all respects with the technical specifications described in Arrow beauty's catalogue or elsewhere.

## **6. Product Claims.**

- 6.1. Arrow beauty shall arrange for the collection of any product delivered to the Customer in defective or damaged condition or contrary to an order for the product placed by the Customer provided that:
  - (a) The Customer notifies Arrow beauty within 7 days of delivery of the relevant products that they are defective or not the type or quantity of products ordered and
  - (b) Arrow beauty by its authorised employee, verifies that the products as delivered, were in a defective or damaged condition or not as required by the relevant order.
- 6.2. If claims are not made in accordance with the requirements of clause 6.1 the Customer shall be conclusively deemed to have accepted the Products in a saleable condition and as conforming with the relevant agreement and to have waived absolutely any claims for incorrectly delivered or defective or damaged product.

## **7. Product Returns. (Credits)**

- 7.1. Arrow beauty will accept Product Returns from a Customer with the following applying:
  - (a) The Customer notifies Arrow beauty within 30 days from Date of Invoice
  - (b) A 'Good Returns Form' must accompany the Product Return
    - i. The Form must be completed in Full
  - (c) Product must be returned in mercantile quality and original packaging. Product not returned in mercantile quality or original packaging may be subject to a partial or zero credit.
  - (d) Arrow beauty shall arrange for the collection of a Product Return where the error or reason for the return lies with Arrow beauty else product returns are at the Customers expense.
  - (e) If a credit for return of product is not approved by Arrow beauty then the product will be returned to the Customer at arrow expense and full payment required by its authorised employee, verifies that the products as delivered, were in a defective or damaged condition or not as required by the relevant order.
- 7.2. A Credit may not be issued to the Customer for products ordered in error by the Customer.
- 7.3. When issuing any Credit to a Customer Freight Charges or any type will not be credited and remain owed to Arrow beauty in any circumstance.
- 7.4. Arrow beauty does not refund any monies against Product Returns. Credit amounts will be issued against the Customer's Account only or exchange product provided.
- 7.5. If goods are supplied faulty to the Customer Arrow beauty will meet all obligations under the Consumer Guarantees Act.

## **8. Discounts.**

- 8.1. The Customer may be invited to purchase the Products at prices discounted from Arrow beauty's standard Online Pricing. The amount of such discounts and whether any will be available at all to the Customer, shall be at the sole discretion of Arrow beauty.
- 8.2. Any discounts given for any reason may be increased or decreased in amount to the Customer at the sole discretion of Arrow beauty.
- 8.3. Any discounts offered by Arrow beauty are conditional on payment being made on or before the due date or on or before the agreed date or dates. If the Customer fails to comply with this condition, payment of the full amount of the price shall become immediately due and payable.

## **9. Implied Terms and Limitation of Liability.**

- 9.1. Refer Arrow beauty Terms and Conditions Of Sale

## **10. Cancellation of On-line Orders.**

- 10.1. No Cancellation of any online order or part thereof shall be effective until accepted by Arrow beauty in writing.
- 10.2. In the event of cancellations being accepted, the customer will as a term of such acceptance pay Arrow beauty in full for any charges resulting from design, procurement of materials or product, work or services actually carried out in relation to the Online order.

## **11. Freight Charges and Conditions of Freight Free.**

- 11.1. Full Freight charges apply to all On-line Sales unless the Customer has a specified Freight charge arrangement with Arrow beauty operating against their Account.
- 11.2. For Online sales Arrow beauty offers the Customer to opportunity to receive their Order Free of Freight Charges providing the following conditions are met:
  - (a) The Customer places their Order Online
  - (b) The total Order Value exceeds \$400 and is exclusive of Goods and Services Tax
- 11.3. Additional Conditions Applying:
  - (a) This Freight Free Offer does not apply to the online purchase of Furniture or Equipment or total order sizes over 1m3
  - (b) Any Rural Charges or Saturday Charges associated with an orders delivery will still apply
  - (c) Arrow beauty at its sole discretion will send any order qualifying for Freight Free via the most cost effective freight method available to arrow beauty
- 11.4. Arrow Beauty reserves the right to amend or alter the conditions surrounding the application of this On-line Freight Free deal at their sole discretion.

## **12. Use of On-line Ordering and variations to these Terms of Sale**

- 12.1. The use by the Customer of Arrow beauty's On-line ordering shall constitute acceptance of these Terms of Sale.
- 12.2. Arrow beauty may from time to time and at its sole discretion amend, add or delete any of these Terms of Online sale effective from the date of upload to the arrow beauty website.

**Goods Continued...**

- 5.3. Any Online Price list or other document produced by Arrow beauty does not constitute a representation by Arrow beauty that the products detailed in such publication are available to the Customer. The manufacturer may at any time and without notice to Arrow beauty vary the composition of or the packaging for the products and Arrow beauty does not undertake that any product supplied to the Customer will be identical to that previously supplied.
- 5.4. Any warranty for the products is set out in Arrow beauty's policy on warranty for goods sold and as prescribed under the Consumer Guarantees Act.
- 5.5. Any Manufacturer's warranties in relation to the products set out on any packaging or materials provided with the products are warranties provided by the manufacturer of the products and not Arrow beauty.

**13. Contract Time.**

- 13.1. The times and dates for delivery of on-line orders, completion of any contract or any part thereof are business estimates only and no warranty is given in respect of them
- 13.2. Arrow beauty will not be responsible nor accountable in any form for the actions or activities of any delivery agent working on behalf of arrow beauty.
- 13.3. The Customer accepts no claim can be made against Arrow Beauty for the actions or activities of any delivery agent working on behalf of Arrow Beauty.