

Plumbing World Limited Website Terms & Conditions

Terms of use

This site is controlled and operated by Plumbing World Limited from its offices in Palmerston North, New Zealand. "Plumbing World" is a brand of Plumbing World Limited.

Access to and use of this site and the information contained on it is subject to the terms and conditions set out below.

If you do not wish to be bound by these terms and conditions then please leave the site now. By using this website you acknowledge that you have read and agreed to these terms and conditions.

Definitions

"goods" means product offered by us for sale to you and includes any services forming part of the supply of the goods.

"we, us and our" means Plumbing World Limited and includes any retail and trade branches in New Zealand trading under the "Plumbing World" brand.

"you" means the person using this site and includes your successors and assigns.

References to the Consumer Guarantees Act 1993 and the Privacy Act 1993 includes any amendments, re-enactments or substitutions and any statutory instruments, regulations and orders issued under those Acts.

Customer Liability

Orders for goods or quotes in respect of any goods must be made in accordance with the instructions on this Site.

All orders or quotes may be printed and taken to your nearest Plumbing World branch for purchase of the goods by you.

Site information

The information on this site is up to date at the time it is posted but we reserve the right to change it from time to time. Any changes will take place from the time and date that the change is made.

While we provide the information on this site in good faith, we accept no responsibility for the accuracy, completeness, suitability for your intended use or for the timeliness of the information.

Price and payment of goods

All prices (unless stated otherwise) include GST.

The price of any goods on this site is indicative only. The price of the goods that we will sell to you is the price for which a particular good is represented as being available for sale in a relevant Plumbing World branch.

Orders for goods are not binding on us until accepted by us at a Plumbing World branch.

Goods must be paid for at your nearest Plumbing World branch.

We remain the owner of the goods until payment is received for all amounts owing on the goods, including any applicable storage and transportation costs.

Availability of goods

Goods appearing on this site are subject to availability. Not all goods may be currently available at Plumbing World branches.

We reserve the right to alter any orders for goods should the requested goods be unavailable.

Delivery of goods to you

We will endeavour to meet your delivery requirements at all times, but we give no guarantee that we will be able to do so. Any time stated for delivery will be an estimate only. We will endeavour to advise you of any known delivery delays.

If we arrange transportation, storage or insurance for any goods for you, we do this as your agent. You agree to indemnify us for any liability or costs we may incur in providing this service to you.

The goods become your risk as soon as they have been delivered to you or uplifted by you.

You are not entitled to cancel your contract with us if we fail to deliver the goods or we make a defective delivery of part of the goods.

Returns

If we allow you to return any goods (other than defective or non-complying goods), then we reserve the right to charge a return fee equal to 30% of the price of the goods.

Any goods accepted for return must be in their original packaging and in the same condition as when the goods were delivered or collected.

Goods that are procured or made to your specific requirements cannot be returned.

Any freight or delivery charges on goods returned are non-refundable.

Consumer Guarantees Act 1993

We give no express guarantees in relation to the goods unless they are in writing. We will repair or replace any goods which fail to comply with any guarantee contained in the Consumer Guarantees Act 1993 unless the goods are acquired for business purposes. In that event, you agree that the Consumer Guarantees Act 1993 does not apply.

You agree to indemnify us against any liability or cost incurred by us under the Consumer Guarantees Act 1993 as a result of any breach by you of your obligations to us.

Liability for damage to goods

We will not be liable for any damage to any goods as a result of external causes (which may include accident, abuse, misuse, failure to follow operating instructions, not undertaking preventative measures, and problems arising as a result of secondary supplied parts and/or components not supplied by us).

Dimensions, Plans and Specifications

All customary building industry tolerances apply to the dimensions and measurements of the goods unless you and we agree otherwise in writing.

We are entitled to rely on the accuracy of any plans, specifications and other information provided to us by you.

If the giving of an estimate or quotation for the supply of goods involves us estimating measurements and quantities, it shall be your responsibility to verify the accuracy of our estimated measurements and quantities before you place an order or you accept our quotation based on that estimate.

Should you require any changes to our estimated measurements and quantities, you shall request those changes in writing before placing an order based on that estimate or before acceptance of that quotation.

Where you request changes to be made to estimated quantities or measurements after we have accepted your order in writing, the price shall be appropriately adjusted and any estimated delivery date rescheduled.

Disclaimer

We will not be liable for any damages or liabilities whatsoever, including performance failures, errors, omissions, defects, interruptions, transmission delays, computer viruses, and/or on-line failures.

We will not be liable for any direct, indirect, special, incidental or consequential damages arising out of the use, or the inability to use, the material on this site.

Linking to this Site

Links to this site are permitted. Links to individual graphics or areas that are considered "security areas" that bypass any security or password protection that we establish are expressly prohibited.

Links to Other Sites

Where this site is hypertext linked to any other site ("third party site") we make no representations regarding the accuracy or suitability of any information, services or products appearing on any third party site.

The inclusion of a link to a third party site should not be seen as a recommendation or endorsement of that site by us.

By linking to a third party site, we are not authorising the reproduction of any material on that site in breach of any third party intellectual property rights.

Copyright and Trade Marks

We are either the owner or the licensed user of the copyright in the material on this site. All trademarks used on this site belong to us or the registered owner of such marks.

You may not copy, reproduce, modify, download, post, transmit or distribute the material in this site in any way, other than a single copy for private and non-commercial use.

Privacy

We collect and retain information regarding visitors to this site.

We will not sell, lend, trade or otherwise disclose such information to any person or agency outside of the New Zealand Plumbers Merchants (NZPM) Group of companies and their advertising and promotional agencies and consultants.

You have the right under the Privacy Act 1993 to access any personal information held about you and to correct and delete such information from our database.

Security

Our site operates on a secure server that has been authenticated by Thwarte Corporation. The information passing between your computer and our servers is protected by SSL encryption technology.

Severability

If any provision of these terms and conditions is unlawful, void or unenforceable for any reason, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining terms and conditions.

New Zealand Only

Sections of this site have been designed and developed for a service within New Zealand and are not intended for use by visitors outside of New Zealand.

If you access this site from outside New Zealand you are responsible for compliance with your local laws, if and to the extent that such local laws apply.

The Courts of New Zealand shall have exclusive jurisdiction in relation to all visits to this site.