

## **1. The Terms of Use**

Roadsigns & Traffic Control Limited ("RTL") owns and operates this website. By using or accessing this website you acknowledge that you have read, understood and agreed to be bound by these Terms and Conditions ("Terms of Use & Product Purchase"). If you do not agree to the Terms of Use & Product Purchase, please do not use this website and leave this site immediately.

### a) Ownership of Website and Content

Unless otherwise stated, RTL is the owner of all copyright, trademarks and other intellectual property rights in this site, or has a valid right to use such copyright, trademarks and other intellectual property rights in this site. This includes, without limitation, all intellectual property rights in respect of all text, graphics, logos, images and any downloads that may be offered on this website.

RTL's website is governed by and is to be interpreted in accordance with the laws of New Zealand and in all matters relating to or arising from your use of this website, you agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.

### b) Revisions / Amendments:

RTL may revise these Terms of Use or the Terms of Purchase at any time at its absolute discretion by posting revised terms, and these revisions will be effective immediately. If any of the terms are found to be unenforceable, you agree that the remainder of the Terms of Use and the Terms of Purchase remain in full force and effect.

### c) Liability

RTL provides this website and its contents on an "as is" basis, and makes no representation as to the accuracy, completeness, currency or reliability of the information contained on this website. RTL will not be liable in contract, tort (including negligence) or otherwise to you for any direct, special, indirect or consequential loss or damage (including loss of profits or loss of data) arising out of or in connection with this website.

### d) Security

RTL cannot guarantee any data or program available for download on this website (or any linked website) is free of viruses or other spyware, and you agree that you assume the risk of any damage to your computer as a result of using this website.

### e) Linked Websites

This website may contain links to other websites ("linked websites"). Those links are provided for convenience only and may not remain current or be maintained. RTL is not responsible for the content or privacy practices associated with linked websites. Our links with linked websites should not be construed as an endorsement, approval or recommendation by RTL of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, including further links contained on those linked websites, unless and to the extent stipulated to the contrary

### f) Links

RTL requires that you obtain the prior written approval of RTL before providing any link to this website. Where such approval is given, you further agree that you will not use any RTL logo, trademark or other proprietary graphic as part of such link without the express prior approval of RTL.

### g) Privacy Policy

RTL values our customers and respects their privacy. We recognise the trust you place in us through your dealings with us. We do everything we can to maintain that trust. Under law, your rights to privacy are also protected.

Privacy laws place strict requirements on us to treat certain information collected as confidential, to store information securely and to allow you easy access to check and correct your information.

RTL may collect personal information about you when you create an account, contact us, enter a competition, make a purchase either online or at one of our branches, or joining a mailing list. The types of personal information we may collect includes your name, contact details, date of birth, gender, company name (if applicable), and enquiry or complaint details. We may require this information to be able to provide you with goods or services.

We also collect personal information through our records of your transactions and interactions (including by email, phone, and online) with RTL.

We collect and use your personal information to provide, administer, improve and personalise your experience with RTL and our products and services, to run competitions, conduct surveys, process payments and refunds, maintain and update our records, or verify your identity. We may not be able to do these things without your personal information, such as deliver your online orders or respond to your enquiries.

We do not sell or rent your information to third parties, however we do use other companies and individuals to assist us with payment, point of sale, marketing, data processing, IT, archival, auditing, accounting, customer contact, legal, business consulting, banking, delivery, data analysis, document management, research, investigation, insurance, website and other services. These companies are not authorised to use your personal information for any other purposes.

We want to communicate with you only if you want to hear from us. If you prefer not to receive promotional information from us, please let us know by clicking on the unsubscribe link at the bottom of any of our communications, or by contacting us via email at [sales@rtl.co.nz](mailto:sales@rtl.co.nz) or calling one of our Sales Co-Ordinators on Ph: 0800 785 744.

Please note that whilst we take appropriate technical and organisational measures to safeguard the personal data that you provide to us, no transmission over the Internet can ever be guaranteed secure. Consequently, please note that we cannot guarantee the security of any personal data that you transfer over the internet to us.

Keep your account passwords private. Remember, anybody who knows your password may access your account.

We will take all reasonable steps to ensure that personal information held by us is accurate and up-to-date. You are entitled to obtain from us confirmation as to whether we hold personal information about you and you are entitled to reasonable access to this information. You may also request that we correct this information if it is inaccurate and that your details do not appear on our database.

You can make changes to your personal information by contacting us using the "Contact Us" page on this site, or by calling our free phone number - 0800 785 744.

By using our website, you are consenting to the collection of information by us in accordance with this Privacy Policy. Please note that we reserve our right to amend, remove, or vary this policy without notice. You should check this page regularly to take notice of any changes we have made to this policy.

Our website uses "cookies", which are small data files that are stored on your computer when you visit a website. Cookies enable you to shop on our websites and may be used in a variety of ways to enhance or personalise your online browsing and shopping experience.

To make full use of the online shopping features of the RTL websites, your computer, tablet or mobile phone will need to accept cookies, as we can only provide you with certain features of the website by using them. If cookies are switched off, you may not be able to make a purchase on the RTL websites.

If you have any questions relating to Privacy, or to the RTL Privacy Policy, please contact us.

h) Exclusion of Liability

Under no circumstances will RTL, its employees or its agents be liable to you in contract, tort, equity, statute, regulation or otherwise for any loss, damage, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by you or by any other third party, whether direct or consequential (including without limitation any economic loss or other loss of turnover, profits, business or goodwill), arising out of any dispute or contractual, tortious or other claims or proceedings made by or brought against you which relate in any way to your access and use of the website or in respect of any failure or omission on the part of RTL to comply with its obligations as set out in these Terms and Conditions, in respect of your access and use of the website.

i) Limitation of Liability

In the event that any limitation or provision contained in these Terms and Conditions is held to be invalid or unenforceable for any reason, and RTL becomes liable for any loss or damage that would otherwise have been excluded, RTL's maximum liability in contract, tort, equity, statute, regulation or otherwise for any loss, damage or injury directly or indirectly arising in respect of your access and use of the website is to be limited to \$50 in New Zealand currency.

j) Disputes

If you have a dispute in respect of the content of this website or relating to or arising from your use of this website, you must immediately notify RTL in writing giving details of the dispute. If RTL and you are unable to resolve the dispute within ten (10) working days, it will then be submitted to mediation by a mediator agreed to by both yourself and RTL, or failing agreement, appointed by the President for the time being of the Arbitrators and Mediators Institute of New Zealand. If the matter is not resolved by mediation within ten (10) working days, from there, the matter will be submitted for arbitration for a single arbitrator to be appointed by the President for the time being of the Arbitrators and Mediators Institute of New Zealand in accordance with the Arbitration Act 1996 (NZ).

Unless agreed otherwise by RTL, all such mediation and arbitration proceedings shall take place at a venue in New Zealand to be chosen by RTL acting entirely at its own discretion and shall be conducted in the English language. All costs in relation to the staging of such proceedings, (excluding for the avoidance of doubt any awards which may be made), shall be borne equally by the parties unless explicitly stipulated otherwise by the arbitrator or agreed otherwise by the parties.

k) Failure to Comply

RTL accepts no liability for any failure to comply with these Terms and Conditions, where such failure is due to circumstances beyond its reasonable control.

l) Waiver

If RTL waives any rights available to it under these Terms and Conditions on one occasion, this does not mean those rights will automatically be waived on any other occasion.

## **2. Terms of Product Purchase**

### a) The Agreement

In addition to the Terms of Use, these terms and conditions ("the Product Purchase Terms") set out the additional terms and conditions under which you may purchase from RTL products appearing on this website. By completing the application process and purchasing products from this website, an agreement exists between you and RTL once RTL accepts an order. Each accepted order is a separate agreement.

### b) Customer Application

You must complete the customer application process before placing any orders. You warrant that all information and data provided by you is accurate, complete and up to date. You will promptly notify RTL if there is any change to this information or data. You must take responsibility for the safekeeping of your username and password, as you are liable if an unauthorised person uses your username and password.

### c) Product Availability

RTL uses its best endeavors to ensure products ordered are available for delivery, and in most cases will notify you when a product is unavailable prior to completing your order. However, you acknowledge that in some cases this is not possible, and RTL may need to reject an order you have placed for a product where RTL establishes that it is unavailable for delivery.

### d) Orders

You place a cash order with RTL by selecting products and pressing the "pay and complete purchase" button on the checkout page, or a trade order by pressing the "submit order" button. RTL reserves the right to accept or reject an order for any reason including, without limitation, unavailability of product; an error in the price, image or the product description; or error in your order. Cash orders are deemed received by RTL at the time of successful transmission of the order, and you will thereafter be unable to cancel the order. All other orders are deemed accepted by RTL upon RTL acknowledging such order or failing to reject such order within 14 days. We only accept orders from New Zealand.

### e) Cancelling your order other than a "Cash Order"

If you wish to cancel your order please contact us on 0800 785 744 or email us at sales@rtl.co.nz. If you cancel before your order is either manufactured or if a traded product is dispatched, you will receive a full refund. If your item(s) have already been made or sent, then your order can no longer be cancelled. Please note your delivery fee will not be refunded.

### f) Returns, Products Missing and or Damaged Upon Delivery

If you suspect your product has been damaged during delivery, please do not throw away the parcel or cover in which the product came as it will need to be inspected. Any claim for faulty or damaged products must be made within 3 business days from the date of receipt by you the "customer".

For return claims including replacement products, refunds or credits please contact our Sales Department on Ph: 0800 785 744 and one of our Sales Co-Ordinators will determine your entitlement to a return, replacement, refund or credit.

All returned goods must be unused, in original packaging and in saleable condition, and a copy of original packing slip should be enclosed stating the full reason for the return. Any returns must be made within 14 days following the date of the packing slips the goods were received on.

RTL reserves the right to charge a restocking fee equivalent to a maximum of 10% of the value of goods returned.

All refunds will be made to the card that you used to pay for your goods, or a credit against your trade account with RTL. Please note your delivery fee will not be refunded.

g) Payment

You must pay for your “cash order” products purchased on this website at the time of placing an order. We currently accept the following credit cards - Mastercard and Visa. All payments via our site are processed using SSL (Secure Socket Layer) protocol, whereby sensitive information is encrypted to protect your privacy and security.

RTL does not store credit card details, and all payments are handles by a secure, PCI compliant, third party.

h) Variation of Products and Price

RTL may vary the prices on this website at any time, and prices are subject to change until you have paid for the products in full. Product availability and product prices may vary from those found on this website.

i) Delivery

Please note that to purchase products, your delivery address must be provided in full, orders will not be processed for delivery if the address is invalid. Risk in property passes to you upon delivery to your nominated delivery address, and once you have signed for them as received and accepted in good condition. The title passes upon payment for the products in full. We reserve the right to refuse orders or negotiate delivery fees. We do not offer the ability to ship to multiple addresses at present.

j) Delivery Times

Domestic orders are sent via Courier or freight depending on the size and quantity of the product and are usually dispatched within 1-3 days from the date you placed your order. The delivery time frame will depend on our stock levels. If we are unable to meet these deadlines, we will notify you via email or telephone. Orders received on Saturdays, Sundays and Public Holidays will be processed on the following business day. We aim to deliver your items as soon as possible but dispatch times indicated are subject to change.

