

Terms of Use

1. Definitions

1.1 In these Terms, the following definitions apply:

AMINZ means Arbitrators' and Mediators' Institute of New Zealand Inc.

Blick means Blick Limited (company number 1640933).

Dispute means any dispute arising under or relating to these Terms.

Disputing Parties means, together, Blick and the relevant User that is subject to or raising a Dispute, each a **Disputing Party**.

Goods means all goods purchased by the User on the Website.

Goods and Services means all Goods, products, services and advice provided by Blick to the User, including the manufacture, repair and sale of mining and drilling equipment, industrial equipment and machinery and all associated goods and services and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of the foregoing by Blick to the User.

Terms means these terms and conditions, as amended and/or replaced from time to time.

User means:

- (a) any user of the Website; and/or
- (b) any person purchasing Goods and Services from Blick or any person acting on behalf of and with the authority of that person.

Website means www.blick.group.

2. Use of the Website

2.1 By accessing and using the Website, all Users acknowledge that they have read, understood, and agree, without limitation or qualification, to be bound by these Terms.

2.2 Any User that does not agree to these Terms is not authorised to access and use the Website and must immediately cease doing so.

2.3 Users may only use the Website strictly in accordance with these Terms. All rights not expressly granted to Users in these Terms are expressly reserved by Blick.

2.4 On accessing the Website, all Users agree to:

- (a) provide true, accurate, current and complete information about themselves as prompted by the Website (as applicable); and
- (b) promptly notify Blick, via the Website, of any changes to such information in order to ensure that it remains true, accurate, current and complete.

2.5 Each User will be responsible and liable for all activity that occurs through its use of the Website. Blick shall not be liable for any content, representations, statements, services, products or other information or data posted to the Website by any User (to the extent that a User is able to do so).

2.6 No User may use the Website for any illegal purpose or any purpose not authorised by Blick, or post any information or data that is in breach of any confidentiality obligation, copyright, trade mark or other intellectual property, proprietary or legal rights of any person or entity.

2.7 Users must not use the Website for any malicious means or abuse, harass, threaten, intimidate or impersonate Blick or any other User.

- 2.8 Users must not introduce (or cause the introduction of) any virus, spyware or other similar feature that in any way compromises or may compromise the Website.
- 2.9 Users may only access the Website through standard means as approved by Blick, and not via methods such as scraping, data mining, the use of a robot or spider, automation or any similar method of extraction or monitoring.
- 2.10 Any person or entity that accesses and uses the Website on behalf of or via another User, including all directors, officers, employees and independent contractors of any User that have been granted access by that User, confirms that he, she or it is fully authorised to do so by that User and agrees to these Terms in all respects.
- 2.11 All Users agree that Blick owns all of the intellectual property rights existing the Website (and all improvements, enhancements and variations to the same).
- 2.12 The Website is provided on an “as is where is” basis, and accordingly all implied warranties and representations (whether under statute, common law or otherwise) which might apply to or otherwise arise out of these Terms are hereby expressly excluded by Blick to the fullest extent permitted by law.
- 2.13 Blick is permitted (in its sole discretion) to alter the Website, including all content, format, features and functionality, with or without notice to Users and shall incur no liability for doing so.
- 2.14 No User may publish or use Blick’s (or its suppliers’) trade marks, brand, branding or logos, except with Blick’s prior written consent (which may be given or withheld at its sole and absolute discretion).
- 2.15 Blick will try to promptly address (during normal business hours) all technical issues that arise on the Website. However, Blick will not be liable for any loss or damage suffered as a result of any partial or total breakdown of the Website or any technical malfunctions on it, the Website being unavailable or performing slowly, or any viruses or other forms of interference that may damage any User’s computer system.
- 2.16 Blick’s privacy policy (which can be accessed on the Website) shall apply to all information, data or other content which is generated through each User’s use of the Website.
- 2.17 Unless expressly stated otherwise by Blick, any link on the Website to other websites does not imply any endorsement, approval and/or recommendation of those sites, their operators or their products and/or services.
- 2.18 Blick makes no representation or warranty that the Website is appropriate or available for use in all countries or that the content satisfies the laws of all countries. All Users are responsible for ensuring that their access to and use of the Website is not illegal or prohibited in their relevant country.

3. Online Purchases of Goods and Services

- 3.1 If a User intends to purchase Goods and Services on the Website, that User must provide their real name, phone number, e-mail address and any other information requested. All Users must also provide payment details. By entering payment details each User represents and warrants that they are providing valid and correct payment details and confirm that they are the person referred to in the billing information provided.
- 3.2 Goods are not reserved in a User’s cart until an order is submitted and finalised. Once the User’s order has been placed, the User will receive an email acknowledging the details of the order. This email does not constitute acceptance of an order but is confirmation of receipt. Unless the User cancels an order then acceptance of the order and completion of the contract with Blick will be completed when Blick emails the User to confirm that the Goods have been dispatched.
- 3.3 Blick reserves the right not to accept an order if it cannot obtain authorisation for payment, the item ordered is out of stock, the Services are unavailable or the User does not meet the eligibility criteria set out, or otherwise contemplated, within the Terms.
- 3.4 Blick reserves the right to:

- (a) refuse to provide Services to any User at any time at its sole discretion; and
 - (b) restrict multiple quantities of an item of Goods or restrict the number of items being shipped to any one User or postal address.
- 3.5 The prices to be paid by the User for the Goods and Services shall be as stated on the Website. Prices shown on the Website are in New Zealand dollars and are inclusive of New Zealand goods and services tax (except where stated otherwise) and are exclusive of shipping costs, which will be added on the payment page. Prices are subject to change, effective immediately upon posting to the Website or other form of notification from Blick.
- 3.6 Blick has made efforts to be as accurate as possible when describing the Goods and Services on the Website, however, to the extent permitted by applicable law, Blick does not warrant that the Goods and Services descriptions, images, specifications, information or other content available on or via the Website are accurate, complete, reliable, current, available or error-free.
- 3.7 Goods shall remain at Blick's risk until delivery to the User. Upon delivery, all risk and responsibility for loss, theft, damage and destruction for the Goods shall pass from Blick to the User. Delivery shall be deemed complete when the User takes possession of the Goods, whether directly from Blick or by a carrier, courier, or other bailee for purposes of transmission to the User.
- 3.8 Each User agrees that it is using the Website for the purposes of a business and that, accordingly, the Consumer Guarantees Act 1993 does not apply to these Terms nor to the purchase of any Goods or Services.
- 3.9 Blick does not provide any warranty that the Goods and Services are or will be fit and suitable for the purpose for which they are required by the User and shall not be liable if they are not.

4. General Provisions

- 4.1 Any expenses, disbursements and legal costs incurred by Blick in the enforcement of any rights contained in these Terms shall be paid by the User, including any reasonable solicitor's fees or debt collection agency fees.
- 4.2 The following provisions shall apply to any Dispute:
- (a) The Disputing Parties must use reasonable endeavours to resolve any and all Disputes by negotiation at first instance.
 - (b) If the Disputing Parties cannot resolve their Dispute by negotiations within 30 calendar days a Disputing Party may, by written notice to the other, require that the Dispute be dealt with by mediation under the following terms:
 - (i) The mediation shall be conducted in accordance with the Mediation Protocol of AMINZ then in force (or any protocol or mediation agreement which replaces it).
 - (ii) The mediation shall be conducted by a mediator and at a fee agreed in writing by the Disputing Parties. Failing agreement between the Disputing Parties within 14 calendar days of the giving of the notice requiring mediation, the mediator will be selected and his or her fee determined by the chairperson for the time being of AMINZ (or his or her nominee).
 - (iii) The mediation shall take place in Hamilton, New Zealand at such address as determined by the mediator, provided that any Disputing Party may, if permitted by the mediator, attend via telephone conference, video conference or any similar means of electronic, audio or audio-visual communication.
 - (iv) The costs of the mediation, excluding the Disputing Parties' own legal and preparation costs, will be shared equally by the Disputing Parties.
 - (c) No Disputing Party may initiate or commence court or arbitration proceedings relating to a Dispute unless it has complied with the procedure set out in this clause 30, provided that application may still be made to the courts:

- (i) for interlocutory relief; or
- (ii) to recover a debt payable.

- 1.2 Blick reserves the right to amend these Terms at any time. Any User who continues to use the Website after any amendments will be deemed to have agreed to such amendments.
- 1.3 Blick will not be deemed to have waived any right under these Terms unless the waiver is in writing and signed by Blick. A failure to exercise or delay in exercising any right by Blick under these Terms will not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in these Terms.
- 1.4 No User shall be permitted to assign or transfer any of their rights or obligations under these Terms without Blick's prior written consent. Blick shall be entitled (in its sole and absolute discretion) to assign and transfer any of its rights or obligations under these Terms, and the consent of Users shall not be required for any such assignment or transfer.
- 1.5 To the extent that Blick is liable for any reason for any loss suffered or liability incurred by a User arising from any breach of these Terms, or for any other reason (including a User's use of or reliance on the Website), Blick's liability's (whether arising in contract, tort (including negligence) or otherwise) is limited to the higher of \$1,000 or the amount actually paid by a User for Goods and Services.
- 1.6 Blick shall not be liable for any indirect, consequential or special loss or damage of any kind whatsoever, including whether suffered or incurred by the User or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods and Services provided by Blick to the User.
- 1.7 Each User hereby indemnifies, and will keep indemnified, Blick against all forms of liability, actions, proceedings, demands, costs, charges and expenses which Blick may incur or be subject to or suffer as a result of that User's use of the Website and/or which arises in connection with any breach by the User of these Terms or any negligence of the User.
- 1.8 Each User will sign all documents, and do all things, as may reasonably be required in order to give effect to the provisions of these Terms.
- 1.9 If any provision in these Terms becomes invalid or unenforceable, the remainder of these Terms will remain valid and enforceable to the fullest extent permitted by law.
- 1.10 These Terms will be governed by and construed in accordance with the laws of New Zealand. All Users and Blick irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand for any matter arising under or relating to these Terms.