

Oakleys Terms Of Trade

Website Terms & Conditions

Welcome to the website of Oakleys Plumbing & Bathroom Limited. Oakleys Plumbing is a New Zealand owned and operated business. Please read these terms of use of our website as they apply to your use of the website and our products and services. By using this website, you are deemed to have agreed to be bound by these terms of use. If you do not accept these terms you must refrain from using the website.

Additional Terms

You may need to agree to additional terms and conditions for any promotions or competitions which may be available to you from time to time through this website, prior to being able to obtain or participate in such promotions or competitions. Any such additional terms and conditions must be read in conjunction with these terms and conditions. In the event of any inconsistency between these website terms and any promotion or competition terms and conditions, the relevant promotion or competition terms and conditions will prevail.

Terminology

In these terms and conditions, the expressions "we", "us" and "our" are a reference to Oakleys Plumbing & Bathroom Centre.

Amendments To Terms & Conditions

We reserve the right to amend these terms of use from time to time. Amendments will be effective immediately upon notification on this website. Your continued use of the website following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

General Conditions Of Use

Any product or service provided by us is done so subject to these website terms of use and the Terms and Conditions of Sale and any terms and conditions relating to any particular product or service. In the event of any inconsistency between the website terms of use and the Terms and Conditions of Sale the Terms and Conditions of Sale will prevail.

Information Service

All information provided by us pursuant to these terms of use is provided in good faith. You accept that any information provided by us is general information and is not in the nature of advice. We derive our information from sources which we believe to be accurate and up to date as at the date of publication. We nevertheless reserve the right to update this information from time to time.

In addition, we do not make any representations or warranties that the information (including, but not limited to, graphic information) we provide is reliable, accurate or complete or that your access to that information will be uninterrupted, timely or secure. We are not liable for any loss resulting from any action taken or reliance made by you on any information or material posted by us. You should make your own inquiries and seek advice before acting or relying on any information or material which is made available to you.

Sale Of Goods

You may offer to purchase goods described on this website for the price specified on this website. Your order is subject to the Terms and Conditions of Sale on this website, or as subsequently described to you.

You acknowledge that despite our reasonable precautions, products may be listed at an incorrect price or with incorrect information due to an error or oversight. In these circumstances, we reserve the right to cancel the transaction notwithstanding that your order has been confirmed or otherwise accepted. We will refund any purchase price to you for the product in question.

Disclaimer

We do not accept responsibility for any loss, damage, any consequential indirect or special damage or loss of any kind whatsoever however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this website or any link to any other website (Linked Website). Nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this website.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following:

- (a) if the breach relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
or
 - (iv) the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

Exception To Disclaimer

This disclaimer set out in these terms of use does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

Nothing in this disclaimer is intended to exclude, restrict or modify a consumer's rights under the Consumer Guarantees Act 1993.

Nothing in this disclaimer is intended to exclude Oakleys Plumbing & Bathroom Centre's obligation under any product warranty that Oakleys Plumbing & Bathroom Centre has given. In the event of any inconsistency between these website terms and any product warranty given by Oakleys Plumbing & Bathroom Centre the terms of the product warranty will prevail.

Specific Warnings

You must ensure that your access to this website is not illegal or prohibited by laws which apply to you. You must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this website or any Linked Website.

Whilst we have no reason to believe that any information contained on this website is inaccurate, we do not warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep this website updated. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on this website.

Responsibility for the content of advertisements (if any) appearing on this website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements (if any) does not constitute a recommendation or endorsement by us of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement.

Copyright

Copyright in this website (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1994 and similar legislation which applies in your location, and except as expressly authorised by these terms and conditions, you may not in any form or by any means:

- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website; or
- (b) commercialise any information, products or services obtained from any part of this website without our written permission.

Trade Marks

Except where otherwise specified, any word or device to which is attached the TM is the trade mark and to which is attached the ® symbol is a registered trade mark. If you use any of our trade marks in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:

- (a) in or as the whole or part of your own trade marks;
- (b) in connection with activities, products or services which are not ours;
- (c) in a manner which may be confusing, misleading or deceptive; or
- (d) in a manner that disparages us or our products or services (including this website).

Restricted Use

Unless we agree otherwise in writing, you are provided with access to this website only for your personal use. You are authorised to print a copy of any information contained on this website for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our written permission on-sell information obtained from this website.

Linked Websites

This website may contain some hyperlinks to other third party websites. These sites have not been prepared by us and are not under our control. Those Linked Websites are provided for your convenience only and may not remain current or be maintained. We are 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 us 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, unless and to the extent stipulated to the contrary.

Currency & Gst

All prices shown listed by us are in New Zealand dollars. All prices include New Zealand Goods and Services Tax and are based on the Oakleys Plumbing & Bathroom Centre then current price list (which lists prices as GST exclusive), subject to variation in accordance with the Terms and Conditions of Sale

Privacy Policy

We undertake to comply with the terms of our [Privacy Policy](#) which is found on this website.

Security Of Information

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information. You should never share your secure information, password or identifier with any other person.

Indemnity

You agree to indemnify us at all times against any loss, damage or cost (including consequential loss or damage) suffered or incurred by us as a direct or indirect result of any inaccurate or incomplete information provided by you to us or any breach by you of any of your obligations under these terms of use.

Termination Of Access

Access to this website may be terminated at any time by us without notice. The provisions in these terms relating to copyright, trade mark, disclaimer, limitation of liability, Linked Websites and governing law will survive any termination.

Partial Invalidity

If any provision of these terms of use is or becomes invalid or unenforceable, that provision will be deemed deleted from these terms of use. The invalidity or unenforceability of that provision will not affect the other provisions of these terms of use, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

Governing Law

These terms of use will be subject to the laws of New Zealand and the users of this website submit to the exclusive jurisdiction of the New Zealand courts.

Forums

If this website contains chat rooms, bulletin boards or any other communication forums (Forums) you agree to only use the Forums to send and receive material and messages that properly relate to the particular Forum. You agree that when accessing a Forum you will not:

- (a) abuse, threaten, harass, stalk, defame or otherwise violate the legal rights of other users of the Forums;
- (b) publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent, or unlawful material or information;
- (c) upload files that contain information or software protected by intellectual property laws unless owned or controlled by you or used by consent of the owner;
- (d) upload files that contain viruses, corrupted files, or any other software or programmes that may cause damage to the computers of other users of the Forums; and
- (e) advertise, or offer to sell any goods or services or conduct or forward surveys, contests or chain letters.

You acknowledge and agree that Forums are public communications and that communications by other users are not endorsed by Oakleys Plumbing & Bathroom Centre and have not been reviewed, screened or approved by Oakleys Plumbing & Bathroom Centre.

Oakleys Plumbing & Bathroom Centre, at its sole discretion and without notice, reserves the right to remove any content from the Forums and to deny any user access to this website or any portion of it.

Contacting Oakleys Plumbing & Bathroom Limited

If you have any questions or concerns in relation to the website or these website terms of use or the Terms and Conditions of Sale, please contact

Oakleys Plumbing & Bathroom Centre

305 Cashel Street,

Christchurch, 8011, New Zealand

Returns Policy

It's important for us to ensure you are happy with your purchase and the delivery of your new bathroomware.

Cancelling Your Order

If you wish to cancel your order please contact us as soon as possible. If you cancel before your order is dispatched you will receive a full refund. However, if the goods have already been sent, but you have not received them at the time of cancellation, we may refund you the cost of the product but not the delivery fee.

A restocking fee up to 25% of the invoiced price **may** apply.

Returning Your Order

The acceptance of **non-faulty** goods for return is solely at the discretion of the Oakleys. **Non-faulty** goods accepted for return may incur a restocking fee up to 25% of the invoiced price. Requests for non-faulty returns must be made within 7 days from date of supply.

We may refund you the cost of the product but not the delivery fee.

Warranties and Faulty Product

All goods sold by Oakleys are covered by the Manufactures Warranty. Please contact us or your nearest Oakleys Branch if you have a faulty product and we will advise how best to activate the Manufacturer's Warranty. Most Manufacturers have strict claim guidelines which may void the Warranty if the correct process is not followed.

Where it applies, The Consumer Guarantees Act 1993 sets out minimum standards for goods sold by Oakleys Plumbing and Bathroom Centre Ltd. In the event that goods sold are deficient or are faulty, we have the obligation to repair, replace or refund.

For more detailed information please view our complete Terms of Trade below.

OAKLEYS PLUMBING SUPPLIES LTD TERMS OF TRADE

This agreement is between the customer ("the customer", "you") and Oakleys ("Oakleys" see clause 10.6), "we", "us"). The terms of trade set out below govern all of the supplies of goods and services from us to you. They are effective from **1 August 2017** and will replace all earlier Oakleys terms of trade and any terms and conditions contained in any document used by you and purporting to have contractual effect, and your acceptance of any goods or services from Oakleys indicates your continuing acceptance of these terms of trade. Customers who are consumers may have other rights under New Zealand law.

1. Delivery and risk

- 1.1. You are responsible for insurance and risk in the goods from the time they leave our premises.
- 1.2. You agree to pay all delivery costs. If we deliver any order in instalments, then each delivery is a separate contract.
- 1.3. You do not have the right to possess goods until they are delivered to you or collected by you. Where you ask us to deliver goods or software directly to another person, that person takes possession of the goods for you as your agent and you are still directly responsible to us under these terms of trade.
- 1.4. All claims for shortage or delivery damage must be made to the carrier and to Oakleys within 7 business days of the date of delivery.
- 1.5. We will make every effort to ensure delivery of goods, or performance of services, is on time but will not be liable to you for any loss or damage arising in any way from any delay in delivery or performance.

2. Quotations, Orders and Prices

- 2.1. Unless otherwise agreed in writing, prices for goods or services are as per our rates ruling at the date when you place an order for goods or services. Prices are subject to alteration without notice.
- 2.2. Quoted prices are the New Zealand dollar price and are valid for the time stated on any quotation, or if no time is stated, on the date of quotation only.
- 2.3. Unless otherwise stated in writing, all goods will be box shipped and it is your responsibility to assemble, configure and install the goods.
- 2.4. You agree to pay goods and services tax and any other government duties, levies or taxes in respect of the goods or services.
- 2.5. All installation, service and support work is charged out at Oakleys' rates ruling at the date the service is supplied.
- 2.6. Any variation, waiver or cancellation of an order by you shall have no effect unless accepted in writing by Oakleys. If Oakleys accepts a variation, waiver or cancellation then Oakleys may levy you a handling charge of up to 20% of the price of the goods.

3. Payments and property

- 3.1. Unless we have agreed in writing to extend credit to you, you must pay for all goods in full before delivery or collection, or at Oakleys' request, set up an irrevocable letter of credit in favour of Oakleys with a bank approved by Oakleys' bankers.
- 3.2. Where we have agreed in writing to extend credit to you, and unless otherwise advised to you in writing and signed by us, you must pay in full, without deduction or setoff, by the 20th of the month following the month of issue of the invoice. Your payment is made only when funds have fully cleared through the banking system into our bank account.
- 3.3. If you have not paid in full by the due date, we may charge you interest compounding monthly on the unpaid overdue balance at the rate of 5% per annum above the current overdraft rate charged by our bankers, and we may charge costs (including collection costs and legal costs on a solicitor-client basis) and suspend delivery of further goods or performance of further services until the account is paid.
- 3.4. Payments which you make to us will be applied first to any amount owing in respect of any goods which have been purchased as inventory and which have been sold by you, then to payment for goods supplied by us which have not been sold by you.

- 3.5. Property and ownership in goods, whether in their original form or incorporated in or attached to another product, will not pass to you but will remain with Oakleys until Oakleys receives payment in full of the purchase price of the goods or software licence and all other amounts that you owe to Oakleys for any reason.
- 3.6. Until property passes to you, you shall hold any goods in trust as fiduciary bailee for Oakleys, and store and sell them in a manner to enable them to be identified and cross referenced to particular invoices.
- 3.7. Unless otherwise notified in writing, where goods are sold to you as inventory or consignment stock or otherwise for resupply (including by way of attachment to or incorporation into manufactured or assembled goods) you are authorised to sell the goods in the ordinary course of your business, but you must hold any accounts receivable or other proceeds for our benefit. If you use any money proceeds to purchase replacement inventory, whether from Oakleys or a third party, you hold that replacement inventory and its proceeds as collateral for our benefit until all sums owing to us are paid.
- 3.8. You must not resell or part with possession of any equipment that we supply for your use before you have paid for it in full, unless we have given you written consent.

- 3.9. Notwithstanding clauses 3.1 and 3.2 above, all payments shall immediately become due to Oakleys if you refuse to accept delivery of any goods without reasonable cause, if we reasonably believe that the information which you have given us in your application for credit is not correct or no longer correct and you have failed to give us correct information within 5 days of our request, if without our consent you sell or otherwise dispose of any equipment, machinery or software which has not been paid for, if you become insolvent, commit any act of bankruptcy, or if a receiver, administrator, liquidator or statutory manager is appointed over any of your assets or undertaking, if you fail to comply with any of the provisions of clause 4, or if you make or attempt to make an arrangement or composition with creditors.
- 3.10. Where you acquire "consumer goods" as that term is defined in the Credit Repossession Act 1997, from us on credit, nothing in clause 3.11 or 4.6 will limit or derogate from rights you may have under the Credit Repossession Act. Where you acquire consumer goods, we will have the right to take possession of the consumer goods if:
 - (a) You are in breach of any part of clauses 3 or 4 of this agreement, or
 - (b) The goods are at risk. Goods are "at risk" if the we have reasonable grounds to believe that the consumer goods have been or will be destroyed, damaged, endangered, disassembled, removed, or concealed contrary to the provisions of the agreement.Where we have the right to take possession of goods, you give us the right to enter your premises to remove the goods. In exercising our rights of entry we will comply with our obligations under the Credit Repossession Act 1997.

- 3.11. Except in relation to consumer goods to which clause 3.10 will apply instead of this clause 3.11, where Oakleys reasonably believes that any collateral is at risk or that you are or will be in breach of any part of clauses 3 or 4 of this agreement:

- (a) Oakleys or its agent may enter your premises without further notice to you or any other person, to remove any goods which are the property of Oakleys, including goods or software which are installed in or affixed to other goods, using such force as is necessary and without prejudice to any other rights of Oakleys;
 - (b) Oakleys may appoint a receiver of all or any part of the collateral (being goods supplied by Oakleys together with proceeds in any other form) in accordance with clause 25 of the Auckland District Law Society Memorandum of General Terms and Conditions 6302, as amended from time to time. That clause is incorporated into these terms of trade in its entirety, together with any other clauses necessary for its operation.
- 3.12. You indemnify Oakleys against all costs and claims in respect of its exercise of rights under this clause 3.

4. Security interests

- 4.1. You agree that to better secure any obligation owed to Oakleys that you shall, if called upon to do so by Oakleys, grant to Oakleys an all obligations mortgage in the then current Auckland District Law Society form over any real property in which you have a legal and/or beneficial interest.
- 4.2. If we already have a perfected security interest in the goods we supply to you together with their proceeds, that security interest is continued under these terms of trade. Otherwise, you grant us a security interest in the goods that we supply to you as that term is defined by the Personal Property Securities Act ("PPSA"). Our security interest covers the goods together with proceeds of all kinds, to the value of all goods and services that we have supplied to you whether or not those goods have become accessions to other goods or processed or commingled into or mixed with other goods. The goods and services subject to the security interest will be described on our invoices. Where goods that we supply to you have become mixed with other similar goods supplied by other persons, you grant us a security interest in the mixed goods to the value of the goods in the mixture that we have supplied to you but which have not yet been paid for. Our security interest also covers any other amounts owing to us including enforcement costs arising from your breach of these terms of trade.
- 4.3. You agree that you will do all acts necessary and provide us on request all information we require to register a financing statement over the goods and their proceeds of all kinds, and that you will advise us immediately in writing of any changes to that information. You waive the right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest under these terms. You agree that nothing in sections 107 (in its entirety), 114(1)(a), 133 and 134 of the PPSA

shall apply to this deed, or the security under this contract, and waive your rights under sections 107, 121, 125, 129, 131 and 132 of the PPSA.

- 4.4. You agree that you will supply Oakleys, within 2 business days of its written request, with copies of all security interests registered over your personal property, and you authorise Oakleys as your agent to request information from any secured party relating to any security interest which is held in any personal property which is or has been in your possession or control.
- 4.5. You agree that Oakleys may require you to pay all reasonable costs, including legal costs on a solicitor client basis, associated with the discharge or amendment of any financing statement registered by Oakleys, whether or not the change was initiated by you.
- 4.6. Subject to any rights you may have under clause 3.10, if we repossess goods under this agreement, we may retain those goods or dispose of them without notice to you or any other person, and, after deducting reasonable costs of sale, we may credit any surplus by way of setoff against any sums owing to us. We shall not be obliged to furnish you with a statement of account or to pay any person other than you or your receiver or liquidator any sum in excess of the total amount you owe us at the time we credit your account. We will not be obliged to reinstate this agreement or resupply any repossessed inventory or equipment to you.
- 4.7. You authorise us to search the Personal Property Securities Register at any time for any information about you or (if you are a company) your parent or associated companies.
5. **Oakleys Warranties**
- 5.1. Where the Consumer Guarantees Act 1993 applies to the supply of goods or services under these terms of trade, you may have additional rights under that Act.
- 5.2. Goods are subject to the manufacturers' warranties only. Oakleys will pass on the benefit of those warranties to you, without itself being directly liable to you under any warranty.
- 5.3. Any warranty may be voided by unreasonable use, damage or misuse of equipment, problems caused by the misuse of software or faulty software, damage after the goods left Oakleys' control, negligent installation or operation, inadequate packaging, cleaning or maintenance, unauthorised repairs, modifications or the use of hardware, software or consumables not supplied by Oakleys.
- 5.4. We may refuse warranty assistance if any sum that you owe us for any reason is overdue.
- 5.5. Where the goods or services that you acquire from Oakleys are not of a kind ordinarily acquired for personal household or domestic use or consumption, or where you acquire, or hold yourself out as acquiring, the goods or services for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 and the conditions, warranties and guarantees set out in the Sale of Goods Act 1908 or implied by law will not apply and are excluded from these terms of trade.

6. Customer Warranties

- 6.1. If you acquire any goods or services from Oakleys for re-supply as, or to incorporate or attach any goods or services acquired from Oakleys into, goods or services ordinarily acquired for personal household or domestic use or consumption ("Consumer Products") you warrant that:
 - (a) if you supply the Consumer Products directly to an end user/consumer you will do so using terms and conditions of supply which exclude liability for any claims under the Consumer Guarantees Act 1993; and
 - (b) if your customer acquires any goods or services for re-supply, your customer and each person in the distribution chain will exclude liability in its contract for supply for any claims under the Consumer Guarantees Act 1993, but in each case only where the end user/consumer acquires the Consumer Products for business purposes.
- 6.2. You agree to indemnify Oakleys, its suppliers and manufacturers of the goods against any failure by you, your customers or any person in your distribution chain to properly contract out of liability to business end users under the Consumer Guarantees Act 1993.

7. Limitation of liability

- 7.1. Oakleys will not be liable for any losses of any kind or any delay in supplying goods or services which are caused in whole or in part by force majeure including (but not limited to) any act of God, natural disaster, flood or earthquake, strike, lockout, fire, war, civil commotion, network service failure, inability to obtain goods or supplies including the imposition of any export or import bans, or any other cause beyond its reasonable control. Oakleys shall not be required to settle a strike or lockout or other industrial disturbance against its wishes in order to benefit from this clause.
- 7.2. Subject to clause 5.1, Oakleys' liability shall be limited to the value of any defective goods or services supplied, and none of Oakleys, its employees, contractors and agents, any manufacturer(s) or developer of the goods, software or any of their materials or components or any suppliers of services, will be liable to you for loss or damage of any kind however that loss or damage is caused or arises. This limitation of liability includes, but is not limited to, costs (including costs of returning goods to Oakleys or to any manufacturer), loss of data, consequential loss, loss of contracts, loss of profits and damage caused by or arising from delays in manufacturing or delivery, faulty or delayed installation, unreasonable use, negligence (including a failure to do something which should have been done or to prevent something from happening), faulty specifications and design, and faulty materials or components of the goods.

8. Intellectual property rights

- 8.1. None of Oakleys, its suppliers and manufacturers of the goods transfer any right, title or interest in any copyright, trade marks, or other intellectual property rights relating to any of the goods or software to you.
- 8.2. If you ask us to provide goods or services in relation to any design or drawing you warrant that you have permission to use that design or drawing, and you indemnify Oakleys against all costs and losses of any kind, including claims from third parties, which arise as a result of your failure to comply with this clause.
- 8.3. This clause 8 shall survive the termination of the Agreement.

9. Personal Information

- 9.1. Oakleys will use any personal information that you supply for credit, administration, service and marketing purposes. You have the right of access to, and to ask for correction of, your personal information.
- 9.2. You authorise any person or company to provide Oakleys with any information it may require in response to your application for credit and/or other enquiries, and you authorise Oakleys to search the Personal Property Securities Register for any information about you (or, in the case of a company) your parent or associated companies.
- 9.3. You have the right to choose not to receive marketing or promotional emails, faxes or mailers from us that do not relate to your orders or enquiries. You may make this request by emailing us at admin@oakleysplumbing.co.nz with the word "unsubscribe" in the subject line.

10. General Conditions

- 10.1. Oakleys may from time to time change these terms of trade by posting or emailing to you a written set of the amended terms, to the postal address or email address held for you by Oakleys. You agree that the amended terms shall be effective upon posting or being emailed to you and are deemed accepted by you placing any order after the date of posting or emailing to you.
- 10.2. If Oakleys fails to enforce any terms or to exercise its rights under these terms of trade at any time, Oakleys has not waived those rights.
- 10.3. If any provision of these terms of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms of trade.
- 10.4. Any agreement between you and Oakleys is governed by the laws of New Zealand. You agree that any dispute is subject to the non-exclusive jurisdiction of the New Zealand courts although Oakleys reserves the right to commence any proceedings against you in any other court.
- 10.5. You agree that you will do all acts necessary and provide to us or our insurers directly, on request, all financial information required in order to enable a credit risk assessment to be undertaken by either us or our insurers in regard to the customer.
- 10.6. "Oakleys" is defined as Oakleys Plumbing Supplies Limited and/or Oakleys Plumbing Supplies Southern Limited, depending on which company has supplied the goods and/or services to you.