



Terms and Conditions

1.0 Website Usage

By using this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy govern Argyle Security Group (NZ) Ltd relationship with you in relation to this website.

1.1 Terms

The Terms: "Argyle Security Group" or "Argyle Security" or "Company" or "us" or "we" or "our" refers to the T/A owner of the website under it's Principle name: Argyle Security Group (NZ) Ltd.

The Term Customer, client, consumer, or "You" or "Your" refers to the user or viewer of our website.

1.2 Terms of Use

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only, It is subject to change at anytime without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, completeness or suitability for any particular purpose of the information and found or offered on this website.
- You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for damages occurring from any such inaccuracies or errors and may be corrected once advised,
- Your use of any information or materials on this website is entirely at your own risk. It shall be your responsibility to ensure that any product or information available through this website meets your specific requirements.
- This website contains material which is owned by or licensed to us, this material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice and forms part of these terms and conditions.
- The Argyle Security Group brand name is a NZ registered trademark and may not be used / reproduced without our strict permission.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to or from other websites. These links are provided for your convenience only to provide further information to you. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of New Zealand.

1.3 Collecting of Personal Information

We collect No personal information about you when you visit this site unless you choose to provide this information to us by registering as a customer, any credit card details will Not held by us and/or is used for making a purchase from the site or via our Email/ Cart Form and No details are given to any third party companies without your consent, However, we collect and store certain information automatically, what we collect and store automatically is:

- the Internet Protocol (IP) address of the domain from which you access the Internet whether yours individually or provided as a proxy by your Internet Service Provider (ISP)
- the date and time you access our site
- the pages you peruse (recorded by the text and graphics files that compose that page)
- the Internet address of the website from which you linked directly to our site
- and information about the browser and computer operating system you are using.

We use the summary statistics to help us make our site more useful to visitors, such as assessing what information is of most and least interest to visitors, and for other purposes such as determining the site's technical design specifications and identifying system performance or problem areas.

This information is NOT shared with anyone else beyond the support staff to this site, except when required by Law Enforcement investigation and is used only as a source of anonymous statistical information.

2.0 Terms and Conditions of Trade

2.1 Acceptance and Application of Terms

In these terms, the term:

- 'Company' means Argyle Security Group as its Trading as name and
- 'Customer' means the persons or company purchasing from the Company and
- 'goods' and services' means (as the context requires) all present and after acquired property supplied by the Company, as detailed in the invoice supplied by the Company to the Customer, together with the proceeds of such goods and services.

2.2 Supply of Goods and Services

These **conditions** shall apply to all goods and services supplied by it's principle-Argyle Security Group (NZ) Ltd.

2.2.1 Order and Returns

- We will replace any product found to be defective for a period of 12 months from purchase only, we will only refund products (less shipping charges) if the product can't be replaced or fixed under the warranty period and limited on return of any faulty product being received to us in its original condition as required by the Consumers Guarantees Act 1993
- The Company may make a deduction to cover handling restock charges or deterioration in the original quality or appearance of the goods and the customer/consumer will be liable for the balance owing.
- If there is a conflict between the Customer's order and the Company's confirmation of order sent, the Company's confirmation of order (including these terms) will prevail and may then be rectified between "Us"

2.2.2 Price

- The price payable by the Customer in relation to goods and services ordered is the price specified at the date of purchase.
- The Customer shall, unless otherwise agreed, pay all GST or other taxes, freight, duties and insurance on and in respect of the goods and services once advised.

2.2.3 Delivery and Risk

- Delivery of goods shall be deemed completed when the Company gives possession of the goods directly to the Customer or his agent or to a carrier, courier or other bailee for delivery to the Customer.
- The Company will make every effort to ensure delivery of goods is on time, but will not be liable for any loss or damage including (without limitations) consequential loss arising in any way from any delay in delivery, nor may the Customer cancel any order for the above reasons.
- The Customer must make any claims for damaged goods within 7 days of delivery to the carrier.
- All risk in and for the goods shall pass to the Customer on delivery of the goods.

2.2.4 Payment

- Full payment is required by the Customer no later than 7 days (including weekends) from the date of invoice.
- Where the Company has agreed to extend credit to the Customer, payment is to be made in full on the 20th of the month following the date of such invoice.
- The Company may withdraw credit arrangements at any time.
- If payment is not made on the due date, the Company reserves the right to withhold further supply of goods and services until the Customer's account is paid in full-otherwise we may send the account to our authorised credit agency for collection, this may incur further applicable costs and a credit default may be lodged against the customer.
- The Company may charge daily interest on overdue balances at a rate of not more than 5% above the Company's principal bank's overdraft rate. Payment of default interest is without prejudice to the Company's other rights and remedies.
- The Company reserves the right to allocate payments to any or all outstanding invoices.
- The Customer shall pay any expenses including any solicitor's fees, debt collection fees, disbursements and legal costs incurred by the Company in the enforcement of any rights contained in the contract.

2.2.5 Liability

- The Customer shall ensure that the goods ordered are fit and suitable for the purpose for which they are required and The Company is under no liability if they are not.
- The Company is not liable for:
 - o Failure to deliver the goods by a specified date
 - o An event beyond the Company's control
 - o Testing periods of the goods
 - o Any negligence, misrepresentation or other act or omission by the Company or its agents
 - o Any loss or loss of profit or damage resulting directly, or indirectly, from any of the products.
 - o The Company shall not be liable for consequential or special damages under any circumstances.

- o Despite anything else, any liability of the Company arising under the contract will not exceed the value of the replaced goods in relation to which the liability has arisen.
 - o Failure to deliver on a specified date shall not entitle the Customer to repudiate the agreement and the Company shall not be liable for failure to deliver or for delay in delivery arising from any cause beyond the Company's control,
 - o The Customer shall not be relieved of any obligations to accept or pay for goods by reason of any delay in delivery.
- Argyle Security Group or its principle company name will not be held liable to any buyer or by any other party for any loss, refunds, damage, injury or death resulting directly or indirectly from supply of products, performance or use of any supplied products or literature including by its authorised representatives, including as a result of power or telephone connections not being available to the buyer.

3.0 Warranties

- The Company will use all reasonable care in providing goods and services and will endeavour to provide goods and services in accordance with industry standards. All warranties, conditions, guarantees, descriptions, representations, conditions as to fitness or suitability for any purpose, tolerance to any conditions, merchantability, appearance, safety, durability or otherwise and whether express or implied by customary practice, at law or under statute are excluded to the extent it's legally permitted, If the Customer on-sells the goods in respect of which services have been provided, the Customer will not make any warranty inconsistent with these terms.
- A claim under this clause must be made in writing to the Company within 3 months from the date of delivery of the goods and no claim can be made under this clause unless and until the price is paid in full, The Customer must also give the Company notice of any defect in the goods within 7 days of the defect becoming apparent.
- The Company's liability under this clause will be limited in its sole discretion to replacing the goods.
- The warranty under this clause does not apply to goods repaired by any person not authorised by the Company and does not apply if the goods are used for purposes other than that for which they were intended.
- The Company will not be liable for goods which have been tampered with or modified without the Company's approval or which have not been stored or used in a proper manner.
- The Company will not be liable to pay the Customer any amount more than the amount (if any) the Company actually receives from the supplier for the defective goods.

4.0 Product Specifications

- Dimensions and specifications referred to in a catalogue or other publication maintained or issued by the Company are estimates or guidelines only and provided by the actual manufacturers of the product. Unless the Company agrees in writing, it is not a condition of the contract that the goods will correspond precisely with the dimensions, specifications or customary tolerances, In the absence of customary tolerances, reasonable tolerances will be allowed.
- All Product images may be provided by OEM Companies or authorised resellers products of the original Company and are for reference purposes only, any product images featuring company logo, trademarks, brand names are not intended for sale purposes we or our affiliates our affiliates directors, officers, employees, representatives, agents or contractors do not accept and will not have any responsibility or liability for product images (or part thereof) which infringe on any intellectual property or other rights of a third party.

5.0 Consumer Guarantees Act

- The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires goods and services from the Company for the purposes of a business in terms of section 2 and 43 of that Act.
- This applies to all further on-selling and all subsequent Customers (other than "consumers") are required to contract out of the Consumer Guarantees Act in respect to any further sales of the goods. The Customer will indemnify the Company for any damages or costs suffered as a result on non-compliance with this clause.

6.0 No Waiver

No delay or failure by the Company to act or insist on any right shall be regarded as a waiver and every right remains enforceable and may be exercised at any time.

7.0 Privacy Act 1993

The Customer authorises the Company to collect, retain, and use personal information (including disclosure to a third party) about the Customer only for the purposes of, assessing the Customer's creditworthiness, debt collection and searching the PPSA Register for the purposes of any credit arrangement and security of our product and can re-assess any such information anytime in the future while a client or customer of our site.

8.0 Miscellaneous

- The Company may change these terms at any time.
- These terms prevail over the terms of any purchase order or any terms or contract submitted by the Customer.
- The Principle Company Argyle Security Group (NZ) Ltd is fully Security Licensed (as required by law) under the Ministry Of Justice (P.S.P.L.A) and its License number is: 12-000305 and vetted yearly by NZ Police.