

# TRENZSEATER TERMS AND CONDITIONS OF SALE

Welcome to [trenzseater.com](http://trenzseater.com) by TRENZSEATER International Limited (TRENZSEATER). [trenzseater.com](http://trenzseater.com) provides its services to you subject to the following conditions. If you visit or shop at [trenzseater.com](http://trenzseater.com), you accept these conditions. Please read them carefully.

These are the entire Terms and Conditions of sale for all products and services supplied by TRENZSEATER International Limited (TRENZSEATER) to all customers. Except as otherwise expressly agreed upon in writing between a duly authorized officer of TRENZSEATER and the customer, the Terms and Conditions shall apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by any customer.

## CHANGES TO THESE TERMS OF USE

TRENZSEATER reserve the right, in our sole discretion, to change these Terms of Use at any time by posting revised terms on the Site. It is your responsibility to check periodically for any changes we may make to these Terms of Use. Your continued use of this Site following the posting of changes to these Terms of Use or other policies means you accept the changes.

## REGARDING YOUR ACCOUNT WITH US

If you use [trenzseater.com](http://trenzseater.com), you are responsible for maintaining the secrecy of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. [trenzseater.com](http://trenzseater.com) does sell items for children, but it only sells them to adults, who can purchase with a credit card. If you are under 18, you may use [trenzseater.com](http://trenzseater.com) only with involvement of a parent or guardian. [trenzseater.com](http://trenzseater.com) reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

## GENERAL

- 1.1 No quotation given by TRENZSEATER shall constitute an offer.
- 1.2 All orders placed with TRENZSEATER shall only be accepted subject to these Terms and Conditions of Sale. TRENZSEATER may at any time and from time to time alter these Terms and Conditions of Sale and such altered Terms and Conditions of Sale shall apply after notification by TRENZSEATER to the Customer.
- 1.3 If a customer cancels or alters any order or part order for special products or standard products with special materials, paints or finishes at any time after TRENZSEATER has received the order then TRENZSEATER reserves the right to charge to the customer the costs of any special products, materials, paints or finishes already acquired for the order together with the cost of any labor and tooling expended to the date of such cancellation or alterations.

## PAYMENT, REFUND & RETURN

- 1.1 The Terms of payment are:
  - 1.1.1 For ALL RETAIL ORDERS (except window furnishings) a 50% of the selling price must be paid by the customer as a deposit at the time of acceptance of the quotation and placement of the order. The remaining 50% of the selling price is payable by the customer immediately upon completion of the product and prior to dispatch of the ordered products or unless otherwise stated.
  - 1.1.2 RETAIL WINDOW FURNISHINGS: A 50% deposit is required upon acceptance of the quotation and placement of the order. The remaining 50% of the selling price is payable by the customer immediately upon completion of the product.
  - 1.1.3 CONTRACT ORDERS A 50% of the selling price must be paid by the customer as a deposit at the time of acceptance of the quotation and placement of the order. The remaining 50% of the selling price is payable by the customer immediately prior to dispatch of the ordered products or unless otherwise stated.
  - 1.1.4 For clients who receive Trade pricing and wish to pay for their invoice on credit card there is a 2% surcharge required.
- 2.1 OVERDUE ACCOUNTS: All product which is supplied remains the property of TRENZSEATER until payment is made in full. Payment for all accounts is expected on time unless otherwise arranged. If accounts are overdue there are penalties which the client will incur. If the account continues to be overdue and there is no resolution going forward the product will need to be collected. If there is custom made or installed product then standard product may be collected in lieu of this.
- 2.2 Interest may be charged on any amount owing after the due date at the rate of 3% per month or part month.
- 2.3 Any expenses, disbursements and legal costs incurred by TRENZSEATER in the enforcement of any rights contained in this contract shall be paid by the Applicant (Customer), including any reasonable solicitor's fees or debt collection agency fee.
- 2.4 TRENZSEATER will invoice any fabric, lining, blind material & components already received if there is a change in completion date that may delay manufacture.
- 2.5 Any items that are completed to a specific timeframe, and the delivery date is subsequently delayed, will be invoiced when they are completed along with any storage charges.
- 2.6 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 2.7 If payment is overdue TRENZSEATER may at its discretion and in addition to its other remedies suspend the Applicants entitlement to credit and require payment in cash on or before delivery of the goods, or withhold supply of any goods ordered by the Applicant under any contract, until the Applicant has discharged all outstanding indebtedness to TRENZSEATER.
- 2.8 If TRENZSEATER advises the customer that the ordered products are ready for dispatch and the customer refuses to accept the products or fails to make arrangements for installation, or if TRENZSEATER is unable to contact the customer after making reasonable endeavors to do so, the remainder of the selling price shall immediately become debt and such debt shall be capable of enforcement as a judgment debt without TRENZSEATER taking any further action to obtain a judgment debt against the customer
- 2.9 The only exception that can be made to the Terms of Payment is a separate payment agreement made with the customer, between TRENZSEATER and the customer.
- 2.10 Payment types accepted are Visa and MasterCard, Direct Bank Transfer or Cheque Payment, transactions will be billed in the New Zealand Dollars. You will need to submit your credit card details at the time the order is placed on the website, a confirmation email is sent to confirm goods purchased and value of order. Once the items on your order are in stock and are ready for dispatch, we will process payment for the Goods (plus any delivery charges) using your nominated credit card. You authorize [trenzseater.com](http://trenzseater.com) to debit the order value amount from your nominated credit card. If your nominated credit card is declined by your financial institution, we will not be able to guarantee the delivery of the Goods, and may contact you to make alternative payment and delivery arrangements. We may decide at any time not to accept payment from you by credit card for any reason. If we decline to accept payment, we will not process the Order and contact you to inform you that your Order will not be processed. We may process this Order or further Orders if you make a payment
- 2.11 Notwithstanding the other provisions of this clause, TRENZSEATER reserves the right to require the customer to pay the whole of the selling price in advance at the time of placement of the order.
- 2.12 TRENZSEATER is dedicated to providing quality products and services to our customers. We hope you will like what you have ordered, but if something isn't right, please let us know. [trenzseater.com](http://trenzseater.com) will only accept returns for the following scenarios:
  - Goods damaged or faulty prior to delivery.
  - Goods supplied incorrectly.Our quality control teams do inspect all deliveries to TRENZSEATER to ensure the products you receive meet our exact quality standards. However, if you do receive a faulty or damaged product, please contact us to arrange a free return delivery and replacement or refund.

### Returns Process:

Please return the product/s to us in the original condition and packaging within 10 days of receipt, including a copy of your receipt, and we will replace or refund your purchase using the original payment method.

Please indicate a reason for your return, using the provided detail on your packing slip. Along with this please indicate your preferred remedy.

All returns should be sent with supporting documentation in original or appropriate packaging to one of our retail stores in Auckland, Christchurch or Queenstown. Please contact your nearest store for address details for the return.

Upon return, your item will be inspected and we will either exchange, replace or refund your purchase using the original payment method. Any taxes charged will be refunded in accordance with applicable laws. Delivery fees are non-refundable with the exception of manufacturer defects or transit damage. TRENZSEATER reserves the right to refuse returns or exchanges of items that are not in as-new condition due to damage or misuse by the client.

Note that returns or exchanges are not accepted for special orders and items that have been installed and are no longer in their original packaging. Other exclusions may apply. [Contact us](#) for details.

### Store Exchanges and Returns

You may return or exchange a product bought on [trenzseater.com](http://trenzseater.com) at any of our retail stores. Again, please ensure the product is in original condition and packaging and you have your receipt as proof of purchase.

For any additional information on our return policies, please contact us.

## PRICES

- 3.1 All goods and services are supplied at the prices quoted. If specification alters after quotation TRENZSEATER reserves the right to charge for the variations in addition to the price quoted.
- 3.2 All prices (unless otherwise stated) are inclusive of goods and services tax which is payable by the Applicant in addition to the price quoted by TRENZSEATER.
- 3.3 Quoted prices shall be held for 30 days from date of the quote unless otherwise agreed.
- 3.4 All measurements are indicative only and subject to a final site measure.
- 3.5 All prices are based on the quantities indicated. If this changes the quote is subject to be changed
- 3.6 There has been no allowance in the quote for storage of goods upon completion. Any costs incurred for storage will be invoiced if this is required prior to installation or delivery.
- 3.7 RETAIL FORWARD DATED DELIVERY DATES - If an order is confirmed and the product is required more than 6 months from order confirmation date, TRENZSEATER cannot hold the price if price increases are incurred and therefore the quoted price may need to be amended unless otherwise agreed with TRENZSEATER.
- 3.8 ACCOUNT HOLDERS FORWARD DATED DELIVERY DATES - If an order is confirmed and the product is required more than 6 months from order confirmation date, TRENZSEATER cannot hold the price if price increases are incurred and therefore the quoted price may need to be amended unless otherwise agreed with TRENZSEATER.
- 3.9 Any commissions including discounts received from suppliers + contractors due to the quantity involved in the project may not be applied to your pricing.

## RETENTION

- 4.1 TRENZSEATER does not accept retention on any contract work less than \$50,000.

## SPECIFICATIONS

- 5.1 TRENZSEATER will not assume any responsibility for deviations between customer purchase order and/or designers, architect or and/or franchisee specifications as requested by the customer. TRENZSEATER will not be liable for changes in specifications due to franchisee changes unless a revised proposal is requested by the customer. It is the customer's responsibility to obtain all approvals and/or waivers.
- 5.2 Measurements supplied are only indicative until a final measure on site has been taken.

## CUSTOMERS OWN MATERIAL

- 6.1 TRENZSEATER will not be responsible or liable for any shrinkage, discoloration, defects or other issues associated with or relating to the use of Customer's Owned Materials (COM) and will only warrant workmanship on manufacturing, not materials supplied by the customer. TRENZSEATER is not responsible for fabric shortages out of our control.
- 6.2 Fabric swatches must be provided for fabricated items. TRENZSEATER reserves the right to hold production until all fabric has been received. TRENZSEATER reserves the right to re-quote works on any fabrics that are not deemed appropriate for their specified treatment.
- 6.3 SILK FABRICS/TAFFETAS AND OTHER SPECIALTY FABRICS: When sewing silk fabrics and taffetas, there is a tendency for creasing/puckering which is inherent to the fabric and cannot be avoided or removed by methods such as steaming. TRENZSEATER will not be responsible for creasing/puckering due to the use of these fabrics. TRENZSEATER reserves the right to re-quote or withdraw this proposal upon receipt of COM silk fabrics/taffetas and/or completion of prototypes.
- 6.4 Meterages are estimated based upon sizes and specifications provided. TRENZSEATER will not be responsible for any additional fabrics/trims required due to changes in the sizes and/or specifications.
- 6.5 Excess COM will be shipped to the property with the order upon completion of the project unless otherwise specified in writing.

## TRENZSEATER SUPPLIED MATERIAL

- 7.1 TRENZSEATER has allowed for all required treatments (scotch guarding and fire retardant treatment) where specifically requested. All treatments are to Australian Standard AS1530 parts 2 & 3, unless otherwise stated.
- 7.2 TRENZSEATER will not be responsible or liable for any shrinkage, discoloration, defects or other issues associated with or relating to the use of materials and will only warrant workmanship as it does not apply to materials that TRENZSEATER have not directly sourced themselves.

## LIABILITY ON CLAIMS

- 8.1 All claims against TRENZSEATER by the Applicant must be fully documented and must be made within five working days of delivery of the product and details of damage shall be endorsed on the consignment note. TRENZSEATER reserves the right in its discretion to repair or replace goods or to credit the portion of the price applicable to the goods in respect of any claims accepted.
- 8.2 The total liability of TRENZSEATER for any loss arising from any defect or non-compliance of the goods and services or any other breach by TRENZSEATER of its obligations under this agreement will not in any circumstances exceed the price quoted by TRENZSEATER.
- 8.3 TRENZSEATER will not be liable for any consequential indirect or special damage or loss of any kind. Nor is TRENZSEATER liable for any loss caused by the Applicant's servants, agents or any other persons whatsoever.
- 8.4 The Applicant will indemnify TRENZSEATER against any claim by the Applicant's servants, agents or other persons in respect of any loss arising from any defect in or non-compliance of the goods and services or in respect to any other matter whatsoever.
- 8.5 If the Applicant is a "consumer" under the Consumer Guarantees Act 1993 ("Act"):
  - 8.5.1 the Act will not apply where the Applicant acquires or holds itself out as acquiring the goods for the purposes of a business;
  - 8.5.2 subject to clause 3.6.1, nothing in these terms affects any rights a consumer may have under the Act;
- 8.6 Where the Applicant is acquiring the goods for the purpose of re-supplying them in trade, the Applicant will:
  - 8.6.1 include a provision in its terms of sale to the effect that the Act will not apply where a purchaser acquires or holds itself out as acquiring the goods for the purposes of a business;
  - 8.6.2 notify its purchasers of the effect of clause 3.6.1;
  - 8.6.3 indemnify TRENZSEATER for and against any liabilities, losses, damages, claims, costs or expenses of whatever kind and nature incurred by TRENZSEATER as a result of the Applicant failing to take the action required under this clause 3.6.

## SECURITY INTEREST IN GOODS

- 9.1 Ownership of and risk in the goods shall pass to the Applicant when such goods are delivered by TRENZSEATER to the Applicant, the Applicant's agents or into the custody of a third party on the Applicant's behalf.
- 9.2 The Applicant charges in favor of and grants a security interest to TRENZSEATER in all present and after acquired furniture supplied by TRENZSEATER and all inventory supplied by TRENZSEATER ("the goods"), as security for the payment by the Applicant to TRENZSEATER of:
  - 9.2.1.1 the purchase price of the goods; and
  - 9.2.2 any other moneys owing to TRENZSEATER from time to time whether in relation to this agreement or any other agreement with TRENZSEATER ("the Applicant's Other Indebtedness").
- 9.3 Notwithstanding the security interest in the goods created by the Applicant in favor of TRENZSEATER, the Applicant is authorized by TRENZSEATER to sell the goods for full consideration in the ordinary course of its business.
- 9.4 Pursuant to section 109 of the Personal Property Securities Act 1999 ("the Act"), TRENZSEATER may take possession of and sell the goods if the Applicant is in default under this agreement, or if the goods are "at risk". In accordance with section 109 of the Act, goods will be deemed to be "at risk" if TRENZSEATER has reasonable grounds to believe that the goods have been or will be destroyed, damaged, endangered, disassembled, removed, concealed or otherwise disposed of contrary to the provisions of this agreement.
- 9.5 As the Applicant's agent for the purposes of this clause, in order to take possession of the goods pursuant to clause 4.4 TRENZSEATER may enter the premises where goods are stored and remove them. TRENZSEATER shall exercise reasonable care in entering and removing such goods, but shall not be liable for any damage caused.
- 9.6 Any payments made to TRENZSEATER by or on behalf of the Applicant on an unspecified basis or from any goods taken and sold by TRENZSEATER shall be deemed to be applied in the following order:
  - 9.6.1 first, to the Applicant's Other Indebtedness;
  - 9.6.2 secondly, to payment of goods supplied by TRENZSEATER and which have been sold by the Applicant; and
  - 9.6.3 lastly, to the payment of goods supplied by TRENZSEATER and which have not been sold by the Applicant.
- 9.7 The security interest in the goods created by this agreement extends to the proceeds of any dealing with the goods in accordance with the Act.
- 9.8 The Applicant shall do such acts and provide such information as in the opinion of TRENZSEATER (acting in its absolute discretion) may be necessary or desirable to enable TRENZSEATER to perfect under the Act the security interest (as defined in the Act) created by this Agreement as a first priority interest, with respect to the goods and any proceeds (as defined in the Act) of the sale of the goods.
- 9.9 To the fullest extent permitted by law the Applicant and Guarantor (if any) waives any rights the Applicant may have now or in the future to receive a copy of any verification statement or other confirmation related to the interest created or provided for by, or perfected in the manner contemplated by, this agreement.
- 9.10 The Applicant shall not agree to allow any person to file a financing statement over any of the goods without the prior written consent of TRENZSEATER and shall notify TRENZSEATER immediately if it receives notice of any person or Company taking steps to file a financing statement against any such goods.

- 9.11 The Applicant acknowledges that TRENZSEATER will register (and as appropriate register a renewal of) the security interest created by this agreement in the Personal Property Securities Register established under the Act. The costs of registering a financing statement or a financing change statement shall be paid by the Applicant and where applicable, debited by TRENZSEATER against the Applicant's account with TRENZSEATER.
- 9.12 The Applicant will pay to TRENZSEATER each cost, loss and expenses (including legal expenses on a solicitor and own client basis) incurred or sustained by TRENZSEATER as a result of any default by the Applicant under this agreement or as a result of exercising, protecting or otherwise enforcing its rights under this agreement, in each case on demand on a full indemnity basis.

## INFORMATION AND PRIVACY ACT

- 10.1 The Applicant authorizes TRENZSEATER to:
- 10.1.1 Collect all information it may require from any third parties and authorizes such third parties to release such information to TRENZSEATER;
  - 10.1.2 hold all information given by the Applicant or such third parties to TRENZSEATER for the purposes of this agreement or for any other purpose related to TRENZSEATER's business; and
  - 10.1.3 Use such information for the efficient running of TRENZSEATER's business, including giving information to any other person to facilitate collection of debts from the applicant.

## DELIVERY AND INSTALLATION

- 11.1 Installation charges include a single trip charge for measure and a single trip charge for installation or unless otherwise stated. Any additional trips required due to area inaccessibility, multi-phased project, construction delays, etc. will be billed separately.
- 11.2 Pricing does not include installations into high-tension concrete or unusual installation conditions or unless otherwise stated. Such installations will be subject to additional charges.
- 11.3 Pricing does not include the takedown and/or disposal of existing window treatments or steaming of window treatments.
- 11.4 Pricing does not include for any lift or access equipment.
- 11.5 Any date or time quoted for delivery and installation is an estimate only and TRENZSEATER shall endeavour to effect delivery and installation at the time or times requested by the customer but failure to do so shall not confer any right of cancellation or refusal of delivery and installation on the customer or render TRENZSEATER liable for any loss or damages directly or indirectly sustained by the customer as a result thereof.
- 11.6 The customer shall not be relieved of any obligation to accept or pay for products by reason of any delay in delivery and installation caused by any "Force Majeure" as described in clause 36.
- 11.7 Being one of the last trades on site, TRENZSEATER will not accept any liquidated damages.
- 11.8 Delivery costs are applied to the order prior to the order being submitted, the costs will be in New Zealand Dollars.  
If the item/s are delayed you will be contacted via email to advise that the item/s have been placed on back order and the expected delivery time, you can either cancel the order or wait until the backordered item/s are back in stock. Payment is only taken when the goods are ready to be dispatched.
- 11.9 Once measured, TRENZSEATER will not be liable for any discrepancies in measurements if tracks/rods have been moved or flooring that has been raised or lowered after measurements are taken.
- 12 TRENZSEATER is not responsible for any damage caused by unqualified tradesmen or in an unprofessional manner.

### **Delivery within New Zealand:**

Delivery to any destination in New Zealand will be by courier. Please allow 3 - 5 business days for delivery of your goods, a dispatch email will be sent when the goods are dispatched.

Rural Delivery anywhere in New Zealand may incur additional freight costs; we will contact you prior to goods being dispatched if there are additional costs.

### **International Delivery:**

For orders delivered outside of New Zealand, timeframes will need to be confirmed with TRENZSEATER.  
Orders are not tracked outside of New Zealand and trenzseater.com will not be liable for any import or custom taxes that may apply to your order.

## INSPECTION

- 12.1 The customer shall examine the products immediately after delivery:
- 12.1.1 TRENZSEATER shall not be liable for any mis-delivery, shortage, defect or damage unless TRENZSEATER receives details in writing within seven (7) days of the date of delivery of the products;
  - 12.1.2 The customer acknowledges that variations of shade can occur in the manufacture of different materials;
  - 12.1.3 While TRENZSEATER will take every care to obtain the best effect, TRENZSEATER cannot assume responsibility for variations in colour or grain structure; and
  - 12.1.4 TRENZSEATER accepts no responsibility for changes in length, shrinkage or dropping of material and TRENZSEATER shall not be liable in any way for loss or damage suffered as a consequence thereof.
- 12.2 Please ensure the authorized person inspects all of the goods on the waybill and packing slip upon arrival for any damage that may have been caused in transportation. If there is any damage this needs to be noted on the waybill and the carrier notified before they leave, as TRENZSEATER does not take any responsibility for damage caused in transit that has not been noted at the time of delivery.

## WAIVER AND FORBEARANCE

- 13.1 All TRENZSEATERs rights will remain in full force despite any delay in enforcement. TRENZSEATER will not be deemed to have waived any condition unless such waiver is in writing and signed by a duly authorized officer of TRENZSEATER. Any such waiver will apply only to the particular matter in respect of which it is given.
- 13.2 TRENZSEATER does not take responsibility for any thermal cracking which may occur in glass windows. Please check with your window supplier or Architect if this is a concern.

## WARRANTY

- 14.1 Subject to payment in full being made as defined in clause 2, TRENZSEATER shall use its best endeavors to pass on to the customer the benefit of any warranties or guarantees it receives in respect of products or parts thereof supplied to the customer which are not of TRENZSEATER's manufacture.

## ASSIGNMENT

- 15.1 TRENZSEATER is entitled at any time to assign to any other person all or part of any debt owing to TRENZSEATER by the Applicant. The assignee will be entitled to claim full rights of set off or counter claim against the Applicant, its charge holders or successors in respect of the debt or part of the debt which is assigned.

## TERMINATION

- 16.1 TRENZSEATER shall be entitled at its option and in its sole discretion to terminate this agreement at any time.

## BRAND TAGS

- 17.1 Branding is an integral part of TRENZSEATER, to give identification and recognition with our exclusive product we have positioned a branding label on each product. This label is made from brushed stainless and is positioned in a discrete location on the product. If you require this label not to be on any of the product, please specify on the order.

## DESIGN CHANGES

- 18.1 TRENZSEATER reserves the right to modify their product design without prior notification.

## COLOUR MATCHING

- 19.1 Due to the nature of the product supplied, it is not always possible to obtain an exact colour match to the sample shown. Although every effort is made to ensure colours correspond to those illustrated in the sampling, the sampling is an indication of the colour and variances that may occur from batch to batch. This applies for all our raw materials we make each design from.

## LEATHER

- 20.1 Leather is a natural product, and never will two hides be exactly alike. Unique characteristics such as differences in tone and grain, wrinkles, stretch marks and veining, all endow the hide with an individual character, which is your guarantee of authenticity of product.

## CONFIRMATION

- 21.1 Upon confirmation of the order a deposit receipt will be produced and attached to your sales note. Please check and verify that your order is correct as we do not accept alterations once an order has been scheduled for production.

## FORCE MAJEURE

- 22.1. TRENZSEATER shall not be liable for any failure or delay to supply or deliver the products where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of TRENZSEATER including, but not limited to, war, strikes, lockouts, industrial disputes or unrest, government restrictions or

intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind.

## **CANCELLATION**

- 23.1 If the client wishes to cancel an order please advise TRENZSEATER within seven [7] days. Where the goods have been dispatched or specifically manufactured, or imported for the client the order for these products cannot be cancelled or altered. For all cancellation requests the deposit paid is non-refundable.

## **DEFAULT**

- 24.1 The following shall constitute defaults by the Applicant:
- 24.1.1 Nonpayment of any sum by the due date.
  - 24.1.2 The Applicant intimates that it will not pay any sum by the due date.
  - 24.1.3 Any goods are seized by any other creditor of the Applicant or any other creditor intimates that it intends to seize goods.
  - 24.1.4 Any goods in the possession of the Applicant are materially damaged while any sum due from the Applicant to TRENZSEATER remains unpaid.
  - 24.1.5 The Applicant is bankrupted or put into liquidation or a receiver is appointed to any of the Applicant's assets or a landlord distrains against any of the Applicant's assets.
  - 24.1.6 A court judgment is entered against the Applicant and remains unsatisfied for seven [7] days.
  - 24.1.7 Any material adverse change in financial position of the Applicant.

## **ENTIRE CONTRACT**

- 25.1 TRENZSEATER and the Applicant agree that these terms express the complete agreement between them. There has been no representation made by either party to the other except as expressly set out in this document. There is no inconsistency with the terms of any order that may be lodged by the Applicant. If there is any inconsistency then any such order will be of no effect. This agreement will not be subject to change or modification except with the prior written consent of both parties.

## **ACCURACY OF DESCRIPTIONS, COMPLETENESS AND TIMELINESS OF INFORMATION ON THIS SITE**

- 26.1 We are not responsible if information made available on [trenzseater.com](http://trenzseater.com) is not accurate, complete or current. The material on [trenzseater.com](http://trenzseater.com) is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on [trenzseater.com](http://trenzseater.com) is at your own risk. [Trenzseater.com](http://trenzseater.com) may contain certain historical information. Historical information necessarily is not current and is provided for your reference only. We reserve the right to modify the contents of [trenzseater.com](http://trenzseater.com) at any time, but we have no obligation to update any information on [trenzseater.com](http://trenzseater.com). You agree that it is your responsibility to monitor changes to [trenzseater.com](http://trenzseater.com).

## **GIFT CARDS**

- 27.1 TRENZSEATER Gift Cards are valid for twelve (12) months from the date of issue.
- 27.2 Any possible refund associated with goods paid for with a Gift Card will not be issued in case or cash equivalent; rather a new Gift Card will be issued.
- 27.3 Gift Cards are the sole responsibility of the purchaser and recipient. TRENZSEATER will not re-issue or replace lost or stolen Gift Cards.

# TRENZSEATER PRIVACY POLICY

## Introduction:

www.trenzseater.com (“**this website**”) is operated by TRENZSEATER International Limited (“**we**”, “**us**”, “**our**”). We respect the privacy of our website users (“**you**”, “**your**”) and are committed to protecting your security and privacy.

## Terms of Use:

This privacy policy must be read in conjunction with our terms and conditions.

## Collection of Your Information:

We collect information about you through our websites in an effort to improve your shopping experience, as well as communicate with you about our products, services and promotions. We **do not** sell or rent your personal information to third parties. We release account and other personal information only when we believe release is appropriate to comply with law; facilitate court proceedings; enforce or apply our terms and conditions; or protect the rights, property, or safety of TRENZSEATER, our users, or others.

## Types of Information Collected:

We may collect personal information from you (including, without limitation, your name, email address, phone number, and postal address) when you visit our website, register with our website, place an online order, save your information with us online, contact us with a question or concern, or participate in a promotion. We receive and collect the name of the domain and host from which you access the Internet; the Internet protocol (IP) address of the computer you are using; the browser software you use and your operating system; the date and time you access our site; and any search engine or inbound hyperlink used to reach this website. This information is used only for statistical purposes and in regards to how we may enhance the customer experience.

**Cookies:** 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 website and may be used in a variety of ways to enhance or personalize your online browsing and shopping experience. Cookies may be used to personalise your visits to this website, eliminate the need for you to repeatedly enter the same information, enable us to improve the content, reliability and functionality of this website, evaluate the effectiveness of the advertising on this website and track website usage patterns. Accepting a cookie will not give us access to any data on your computer other than the data stored in the cookie. Although you may configure your web browser to not accept cookies, you may experience a loss of functionality as a result.

## How we use Your Information:

We may use your collected information in the following ways:

- To process and fulfil your order, including sending emails to confirm your order status and shipment, along with customary business communications.
- To verify your identity and to assist you if you have forgotten your username or password
- To communicate with you and to send you information by email, postal mail or other means about our products, services and promotions, where you agree to receive such information.
- To help us learn more about your shopping preferences and personalise this website in accordance with your preferences.
- To analyze trends and statistics.
- To improve or update this website and our products / services.
- To protect the security or integrity of our website and our business.
- To respond to your enquiries and communicate with you if necessary.

You always have the choice not to receive marketing and promotional information. It is our policy to remove any member from our database or mailing list upon the members' request. Please Contact Us if you wish to opt out of receiving communications from TRENZSEATER.

## Website and Credit Card Security:

We take website and credit card security extremely seriously, and always endeavour to provide a secure safe platform on which to conduct online transactions. Trenzseater.com uses the industry standard Secure Sockets Layer (SSL) protocol, which encrypts your information as it is transmitted over the internet. This encryption scrambles details such as credit card number, billing details and delivery address so that generally, other computers are unable to decipher the information, ensuring privacy and security. To make sure you are accessing a secure server, check for the unbroken key or closed lock symbol located generally either at the bottom left or top right of your browser window. If it appears, then SSL is active. You can double check this by looking at the URL as well. If SSL is active, then the first characters of that line will read 'https' rather than just 'http'. It is important for you to protect against unauthorized access to your password and to your computer. Ensure you logout when you have finished visiting [WEBSITE NAME], especially if you access [WEBSITE NAME] from a shared computer.

**Linking to Third-Party Websites:** When you click on links and banners on our site that take you to third party web sites, you will be subject to the third party's privacy policies. While we support the protection of privacy on the Internet, TRENZSEATER cannot be responsible for the actions of any third-party web sites.

## Changes to our Privacy Policy:

We reserve the right to change this privacy policy from time to time by publishing the revised privacy policy on our website. We encourage you to check this policy regularly for any modifications or updates. Your continued use of our Services after any changes have been posted on our Website indicates your acceptance of those changes.

If you have any questions regarding our privacy policy or any other matter, please Contact Us.