

Terms of Use of Web Site

Thanks for visiting the world of Godfrey Hirst New Zealand Limited. Whether you're looking for the perfect carpet, seeking inspiration for decorating, or thinking of joining our company, we hope you enjoy our websites and find the content useful. This web site is operated by Godfrey Hirst New Zealand Limited. By accessing or using this web site, you agree to the terms and conditions for using our web site, including the following legal disclaimer. Please note, we reserve the right to amend or update such terms, conditions, disclaimers and limitations of liability at any time without providing notice to you, by updating this posting. By using the website, you acknowledge that you have read and understood these terms and conditions and will be bound by revisions and should therefore regularly visit this page to review the current terms and conditions to which you are bound.

1. **Product Descriptions** -We will always attempt to be as accurate as possible with our product descriptions. However, we are unable to warrant that product descriptions or other content of the website catalogue is accurate, complete, reliable, current or error free.

Product images on the website will vary in colour due the many factors such as monitor type, scan quality, lighting arrangements etc. Images do not seek to duplicate the exact visual appearance, but serve merely as a guide or point of reference.

All images on the website, drawings, descriptive matter, specifications and advertising issued by Godfrey Hirst New Zealand Limited and any descriptions or illustrations contained in Godfrey Hirst New Zealand Limited' websites, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods described in them and do not form part of the contract for provision of goods. Save to the extent local laws otherwise require, everything provided on the web site is provided to you "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. (Please check your local laws for any restrictions or limitations regarding the exclusion of implied warranties)

2. **Intellectual Property/Copying** -Unless otherwise indicated, copyright in this web site is the property of Godfrey Hirst New Zealand Limited. Material on this website may also comprise copyright material, trademarks and registered trademarks which are the property of Godfrey Hirst New Zealand Limited, its holding company and third parties. This property may only be used for the purposes of browsing the web site and acquiring goods and services of Godfrey Hirst New Zealand Limited and you are permitted, for non-commercial and personal use only, to copy and print out any material placed on this web site. Any material copied from the web site remains subject to copyright or other proprietary notices. However, we neither warrant nor represent that your use of materials displayed on the site will not infringe rights of third parties not owned or affiliated with Godfrey Hirst New Zealand Limited.

All other use, copying or reproduction (including without limitation public or commercial use or sale of the material including the text, images, audio and video) of any part of this web site is expressly prohibited without our prior express written consent.

Permission to reproduce any material on this web site, or any claims for copyright infringement should be directed to Godfrey Hirst New Zealand Limited, 142 Kerrs Road, Wiri, Manukau City 2104.

3. **Accuracy** -While we make all reasonable efforts to include accurate and up to date information in the web site, we make no warranties or representations as to its accuracy and, to the fullest extent possible at law, assume no liability or responsibility for any errors or omissions in the contents of the site.

4. **Viruses** -All care is taken to ensure that Godfrey Hirst New Zealand Limited' web sites and data transmissions are free from viruses. However, it is your responsibility to scan any such data for viruses
5. **Links** -We have not reviewed the sites linked to the web site and are not responsible for the content of any off site pages or other sites linked to the web site.
6. **Disclaimer** -Your use of the web site or linking to any other off-site page or other web sites is at your own risk. Save to the extent local laws otherwise require, neither Godfrey Hirst New Zealand Limited, nor any other party involved in producing or delivering this site, shall be liable for any direct, incidental, consequential, indirect or punitive damages, costs, losses or liabilities whatsoever arising out of your use of, access to, or inability to use or access , this web site or reliance on any information provided on this web site.

In addition, we shall not be liable for any damages, costs, losses or liabilities to you, or viruses that may infect, your computer equipment or other property, by reason of your use of, access to, or downloading of any material from, this web site. We recommend that prior to your down-loading any file, you carry out an appropriate virus check as we will not be responsible for any virus transmitted through this web site.

7. **Indemnity** -You agree, to the full extent permitted by law, to indemnify and keep indemnified Godfrey Hirst New Zealand Limited, its affiliates, officers, directors, employees, consultants and agents from against all actions, proceedings, claims or demands for loss or damage of whatsoever nature made or threatened against them by any third party or by any of your employees, agents or contractors arising directly or indirectly out of or in respect of the use this web site or your violation of any of these terms and conditions.
8. **Message Centres** – Any message centres we provide on this site are public and not private communications. Although we reserve the right to remove without notice any message or communication postings for any reason, we have no obligation to delete content that you may find objectionable or offensive.
9. **Privacy** -Godfrey Hirst New Zealand Limited is committed to the privacy of all individual with whom it deals. Our privacy policy for use of this website may be viewed by clicking the link at the foot of this page. We may change the terms of this privacy policy at any time and recommend that your review the policy whenever you visit this site.
10. **Governing Law** -These terms and conditions shall be governed by and construed in accordance with the laws of the New Zealand and you submit to the non-exclusive jurisdiction of the courts of the state and any appellant courts therefrom.
11. **Web Ordering** –If the goods sold are purchased using the Godfrey Hirst B2B facility on the Godfrey Hirst New Zealand Limited website www.ghb2b.co.nz, such goods will be purchased in accordance with the Godfrey Hirst New Zealand Limited B2B Terms and Conditions which maybe viewed by clicking the link once you have logged in.