

Welcome to our Website. Your access to and use of our internet site is subject to the following notices, disclaimers, terms and conditions. These terms and conditions apply in addition to any Other Agreement you may currently have with us and may be changed at any time and any such changes will be notified on the website.

The content and information on this Website is provided for information purposes as a brochure site only and is presented in good faith and believed to be correct as at the date on which it is prepared/post. Nothing contained in the Website should be construed as a recommendation to use any particular Product in the range of Products or that any particular Product complies with all applicable laws and regulations relating to the importation, delivery, transportation nature, labelling, storage, offer for sale, marketing, installations, safety and use of the Products or any other legal requirements in any country. Neither Louvretec NZ Limited nor its subsidiaries or affiliates ("Louvretec") make any warranties or representations about such matters or the accuracy or completeness of the Website, its content or the content of any website "hypertext linked" to or from the Website. To the extent permitted by law, we reserve the right, but make no binding commitment, to update or correct the terms and conditions and information contained in the Website at any time, without notice. Louvretec has appointed dealers and distributors through-out the world and any enquiries relating to the sale of Products in a dealer's/distributor's territory will be referred to and dealt with by that dealer/distributor direct. That dealer/distributor is responsible for compliance with all laws and regulations affecting the manufacturing, sale, packaging and labelling of the Products in that dealer's /distributor's Territory. Louvretec holds and assumes no responsibility for such matters. Where an enquiry is received from a customer where there is no dealer/distributor operating then Louvretec will use all reasonable endeavours to respond to such enquiry but can assume no responsibility for providing any information relating to any matter in respect of legal compliance outside of New Zealand and therefore makes no warranty or representation that the information complies with any laws, rules, regulations, procedures, codes or governmental directives, outside of the jurisdiction of New Zealand. If you choose to access the Website from outside of New Zealand, you are solely responsible for compliance with all applicable local laws.

GENERAL PROVISIONS

I DEFINITIONS

I.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Content" means all Trade Marks, text, graphical and other visual content, as well as all audio content and other information contained in our Website;

"LouvreTec", "we", "our" and "us" all mean LouvreTec NZ Limited trading as LouvreTec;

"Other Agreement" or "Other Agreements" means any other terms and conditions that apply to you in relation to any Products offered or supplied by us;

"Products" means those products and services supplied by us to our customers all of which are subject to specific terms and conditions as set out in the Other Agreements;

Trademarks" means all of our trademarks, whether registered or unregistered;

"Website" means this internet site operated by us; and

"you" means you our customer, whether an individual, a company, or any other form of entity.

2 USE OF OUR WEBSITE

2.1 By using the Website, you agree to these Terms and Conditions. If you disagree with any of these terms and conditions, you should not use the Website.

2.2 If you are under the age of 18, you must only use this Website, with parental or caregiver consent, provided they are over the age of 18 and accept these terms and conditions on your behalf

2.3 As a condition of use of the Website, you agree:

- (a) Not to disrupt activity online;
- (b) To ensure that the Website is not used for any illegal activity or which may expose us to potential litigation including (but not limited to) copyright and trade mark infringement, the publication of obscene or defamatory information or material, information or material that infringes the rights of third parties, or is likely to be misleading or deceptive or otherwise breaches the Fair Trading Act 1986;
- (c) Not to use anybody else's computer system, communications services or data, including by hacking or by attempting to circumvent user authentication or other security measures;
- (d) Not to post or use any software or device which may facilitate a continued connection or degrade or impede the service of another user, such as ping, mail bombs or war dialling;
- (e) Not to run network scanning software or use open relay to distribute messages; and;
- (f) Not to introduce anything harmful or destructive (such as viruses, worms, Trojan horses, time bombs or bots) to, or interfere in any way with the Franchisor's or anyone else's computer system or communications services.

3 APPLICATION FOR INFORMATION ON PRODUCTS

3.1 Where you wish to request further information on the Products or request an estimate from us, you must do so in accordance with the instructions on the Website.

3.2 We have the absolute discretion to decline your request for further information on the Products or your request for an estimate, for any reason whatsoever without reference to you. We may require the provision of additional information/verifications before providing you with the further information, or the estimate.

4 PRODUCTS

4.1 Where you do proceed to acquire Products from us, the terms and conditions relating to your acquisition and use of all Products are those specifically set out in the Other Agreements. Where there is any inconsistency or conflict between these Terms and Conditions and those set out in the Other Agreement(s) then the terms and conditions of the Other Agreement(s) will prevail.

5 WARRANTY & GUARANTEES

5.1 Subject to the specific terms of these Terms and Conditions, we guarantee your privacy in respect of any information that you provide us through the Website. Please see our privacy policy at clause 11 below, which outlines how we deal with the information you provide us.

5.2 All representations or terms (including any condition or warranty expressed or implied by law, statute or otherwise) not expressly included in these terms and conditions are hereby expressly excluded. You acknowledge that you have not relied on any representation or statement made by us other than the express provisions of these Terms and Conditions.

5.3 The Content, material and information provided on the Website is supplied upon the condition that you will make your own determination as to its fitness or suitability for your purposes prior to use of the Website and/or any Products you decide to acquire. We will not be liable for any damages, losses or liabilities, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure. We will not be liable for any damages, loss or injury, including, but not limited to special or consequential damages that result from the use of or the inability to use, the materials in this Website and any Products.

5.4 Under no circumstances will we be liable to you or any third party claiming through you for any loss of profits, contract, indirect or consequential loss of any kind whatsoever, nor for any special, indirect, consequential or punitive damages.

5.5 Nothing contained in the Website shall be construed as a recommendation to use any Product.

6 COPYRIGHT & USE OF MATERIALS

6.1 Unless otherwise specified, we are the owner or possess rights in respect of the copyright in all property rights in the Content and materials appearing on the Website, including the text, site design, logos, graphics, icons, button icons, audio clips, software and images, as well as the collection, assembly and arrangement of those items.

6.2 You are granted permission to electronically copy and to print hard copy portions of the Website for the sole purpose of using the Website as a resource to acquire further information about the Products. Any other use of materials on the Website, including reproduction for purposes other than that noted above, or any modification, distribution, or republication of any materials on the Website, without our prior written permission is strictly prohibited.

6.3 All rights not expressly granted herein are reserved. Any unauthorised use of the Content appearing on the Website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

6.4 Material from the Website and other sites owned, operated, licensed or controlled by us or any of our related, affiliated, or subsidiary companies may not be copied, reproduced, distributed, modified, published, uploaded, posted, or transmitted in any way, without our prior written consent.

6.5 Modification, distribution, or use of the material contained in our Website for any purposes other than for your personal use directly violates our intellectual property rights. The material contained within this site is copyrighted and protected by world-wide copyright laws and treaty provisions, even if it is not stated to be so protected and is provided for lawful purposes only.

7 DISCLAIMER

7.1 The information on the Website is provided for guidance only and is presented in good faith and believed to be correct as at the date on which it is prepared. Nothing contained in the Website should be construed as a recommendation to use any particular Product. We make no warranties or representations about the accuracy or completeness of the Website, its content or the content of any website "hypertext linked" to or from the Website. To the extent permitted by law, we reserve the right, but makes no binding commitment, to update or correct the terms and conditions and information contained in the Website at any time, without notice.

8 APPLICABLE LAWS

8.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the exclusive jurisdiction of the New Zealand Courts.

8.2 Except as otherwise described, all materials on the Website are made available only to provide information about the Website, and the Products. The Website is controlled and operated by us, from our offices within New Zealand. We make no representation or warranty that the materials on the Website are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. We accept no liability whatsoever to you in respect of such matters.

8.3 If you choose to access the Website from outside of New Zealand, you are solely responsible for compliance with applicable local laws and we make no warranty or representation that the information complies with any laws, rules, regulations, procedures, codes or governmental directives, outside of the jurisdiction of New Zealand. You indemnify us absolutely in respect of any liability arising for us as a result of your non-compliance.

8.4 You may not use or export the materials in the Website in violation of New Zealand laws and regulations.

9 TRADEMARKS

We use a substantial number of trademarks and service marks on the Website. These trademarks and service marks may not be used or reproduced without our prior written permission.

10 GENERAL

10.1 If any provision of these Terms and Conditions are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.

10.2 The headings to the clauses of these Terms and Conditions are for ease of reference only and shall not affect the interpretation or construction of these Terms and Conditions.

10.3 If the performance of our obligations under these Terms and Conditions is prevented by reason of "force majeure" (which shall include prevention occasioned by fire, casualty, accident, act of God, natural disaster, any law, order, proclamation, regulation, demand or requirement of any government or government agency, strikes, labour disputes, shortage of labour or lack of skilled labour, electricity or communications failures, or other causes whatsoever (whether similar to the foregoing or not) beyond our reasonable control of) we shall be excused from such performance to the extent of such prevention.

10.4 From time to time we may vary these Terms and Conditions without notice. Please check these Terms and Conditions periodically for changes. Your continued access and use of the Website after the terms and conditions have been changed indicates your acceptance of those changes.

11 PRIVACY POLICY

11.1 We may hold information relating to you that you have provided to us (including information provided when requesting further information from us about the Products or when requesting an estimate) or that we may have obtained from another source (such as credit agencies).

11.2 This information may include, amongst other information, your name, address (including email address), telephone number, information on the type of Products you wish to acquire, plans, pictures and images (Information).

11.3 Your information may be held and used by us for a number of purposes connected with our business operations and functions, which include:

- (a) Processing your request for further information or an estimate;
- (b) Processing orders for Products;
- (b) Carrying out credit checking and scoring (unless we have agreed otherwise);
- (c) Providing you with Products and/or services requested or administering your account;
- (d) Billing you (unless you pay by another agreed method);
- (e) Settling accounts with those who provide related services to us;
- (f) Dealing with requests, enquiries or complaints and other customer care related activities; and all other general administrative and business purposes;
- (g) Carrying out market and product analysis and marketing our and our group companies [which includes our related companies as well as our authorised dealers and distributors (“group companies”)] products and services generally;
- (h) Contacting you (including by post, email, fax, short text message (SMS), pager or telephone) about our and our group companies' products and services and the products and services of carefully selected third parties which we think may be of interest to you (unless you ask us in writing not to), where such contact is via electronic means, the electronic marketing messages we and our selected third parties send need not include an unsubscribe facility;
- (i) Registering your details and allocating or offering you rewards, discounts or other benefits and fulfilling any requests or requirements you may have in respect of our and our group companies' loyalty or reward programmes and other similar schemes;
- (j) Inclusion in any telephone or similar directory or directory enquiry service provided or operated by us or by a third party (subject to any objection or preference you may have indicated to us in writing);
- (k) Carrying out any activity in connection with a legal, governmental or regulatory requirement on us or in connection with legal proceedings, crime or fraud prevention, detection or prosecution;
- (l) Carrying out activities connected with the running of our business such as personnel training, quality control, network monitoring, testing and maintenance of computer and other systems and in connection with the transfer of any part of our business in respect of which you are a customer or a potential customer.

11.4 We may share your information with our group companies who may use and disclose your information for the same purposes as us.

11.5 We may also pass personal information, relating to you, for any particular purpose to certain third parties including:

- (a) Those who provide to us or our group companies products or services that support the Products or services that we provide, such as our dealers and suppliers;
- (b) Credit reference agencies (unless we have agreed otherwise) who may share your information with other organisations and who may keep a record of the searches we make against your name;
- (c) If someone else pays your bill, that person;
- (d) Those providing telephone and similar directories or directory enquiry services;
- (e) Those involved in the prevention or detection of fraud or crime or the apprehension or prosecution of offenders, including the operators and participants of crime prevention schemes in which we participate who may compare your personal information with information collected from other sources and who may keep a record of the searches we make against your name; persons to whom we may be required to pass your information by reason of legal, governmental or regulatory authority; and anyone we transfer our business to in respect of which you are a customer or a potential customer.

11.6 If you wish to use our Products or services abroad, your information may be transferred outside of New Zealand to that country. Our websites and those of our group companies may also be based on servers located outside of the New Zealand. Please note that the data protection and other laws of countries outside New Zealand may not be as comprehensive as the laws of this country.

11.7 The above clauses do not affect your rights under the Privacy Act 1993 and is not intended to limit or exclude your rights under the same.