Target Shooting New Zealand Incorporated (TSNZ) t/a Shooting Stuff Terms and Conditions

About us:

Target Shooting New Zealand Incorporated (TSNZ Inc, TSNZ) is a New Zealand owned and operated Non-Profit Organisation. TSNZ trades via the TSNZ Trading web shop (www.tsnz.nz/tsnz-shop-online) and also under the trading name Shooting Stuff via the Shooting Stuff web shop (www.shootingstuff.co.nz).

We have provided these websites for your use, subject to the terms and conditions listed below. Please read these carefully. By using our website, you agree to be bound by these terms and conditions.

We reserve the right to amend these Terms and Conditions at any time; we therefore recommend that you review these Terms and Conditions each time you visit the website.

These Terms and Conditions are governed by and will be construed in accordance with the laws of New Zealand, and you submit to the non-exclusive jurisdiction of the Courts of New Zealand. If at any time we do not enforce any of these terms and conditions or grant you time or other indulgence, we will not be construed as having waived that term or condition or our rights to later enforce that or any other term or condition. Further, if any part or provision of these terms and conditions is deemed to be invalid, unenforceable or illegal, the remaining provisions shall remain in full force and effect.

If you have any questions or concerns in relation to the website or these Terms and Conditions please contact us.

Products:

We have made every effort to display and describe the products as accurately as possible. The equipment you use to view our website may impact on the display of our products. We do not guarantee that the colour, texture or detail of the product shown on your screen will accurately reflect the actual product.

The contents of this website are presented on the basis that errors and omissions are excepted and that TSNZ reserves the right to change any price or product specification that may result from any occurrence.

Pricing:

Prices published are for the current stock on hand at the time of order. All prices are shown in NZD and include GST, and are subject to change without notice. While we endeavour to keep all prices up to date, changes in international exchange rates, local prices or other factors may require price changes from those shown on our websites, in which case we will contact you to confirm your order and price. Placing an order on our website does not constitute a contract to supply at the displayed price.

Special Prices – items shown on the website with a reduced price are for items that are in stock only. If you require another size, colour, or item that we do not have in stock, the price will be the non sale price.

International Customers – all taxes, duties and levies required in the customers receiving country are the responsibility of the customer. Our prices do not include any of these.

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Ordering:

Orders can be placed via the TSNZ Webshop (<u>www.tsnz.nz/tsnz-shop-online</u>), or via the Shooting Stuff webshop (<u>www.shootingstuff.co.nz</u>), or in person, by email, or by phone.

TSNZ and Shooting Stuff hold many products in stock, however often we need to order directly from the manufacturer. Once we receive your order we organise delivery as quickly as possible, however, delays in international shipping or manufacturer issues are out of our control. If you require your item urgently please contact us to check if it is in stock and for the estimated delivery time.

Special Orders:

Special orders to be manufactured specifically to your measurements or requirements, or for an unusual item not normally held in stock to be imported at your request, will require pre-payment of either a deposit or full price to be made. Any pre-payments for these special orders is non-refundable unless the purchaser is able to offer an alternative purchaser for the item.

Custom Made Jackets - the customer is responsible for ensuring the measurements supplied are correct. In the event that measurements are not correct, we will endeavor to have the jacket altered at the customers expense. Incorrectly manufactured jackets that do not conform to customers measurement sheet will be returned to the Manufacturer for remedy, unless other action is agreed upon between TSNZ and the customer.

All alterations or issues with custom clothing fit must be notified to us within 60 days of your clothing being delivered. This does not waive your rights under the Consumers Guarantees Act.

Firearms - any firearms imported on Special Orders will require a deposit of at least 50%. If a request to cancel the order is made after the firearms have already gone through overseas Customs processing and the order can not be cancelled, the purchaser will be required to continue with the order. On agreement between the purchaser and ourselves we may be able to on-sell the item, in which case we will arrange a refund of the deposit but only once the item has been on-sold.

If we do agree to refund for any special orders there may be a 20% restocking and administration fee deducted from the pre-payment to cover administration and bank expenses.

Dangerous Goods - Firearms (Guns, Barrelled Actions, Restricted Weapons) and Ammunition:

These items will only be sold to purchasers holding a current Firearms Licence. Individuals must produce their Firearms Licence when purchasing in person or via a TSNZ Ammunition Agent.

If ordering by Webshop, phone or mail, purchasers will be sent a NZ Police Mail Order Sales form, which will be partially filled out with the purchase details and the seller's name (TSNZ t/a Shooting Stuff). The purchaser completes this form then takes it to a Police Station along with their Firearms Licence. The Police will process this form and send the completed form directly back to TSNZ. Only when the completed form is received back from the Police will the item be dispatched.

Payment:

Payment in FULL must be made on purchase of all goods, unless specifically agreed to in advance by TSNZ t/a Shooting stuff. Goods remain the property of TSNZ t/a Shooting Stuff until paid forin full, and we reserve the right to take reasonable action to recover any goods or charge interest if not paid for as agreed.

Payment for goods may be made by Cash, Credit Card (Visa/ Mastercard only), Debit Card, Direct Payment, or Bank Deposit.

Credit Card Security:

We work diligently to protect the security of your personal information, including credit card information. Your credit card details do not get processed or transmitted through or via the TSNZ or Shooting Stuff website. All transactions are processed through the secure payment service provider *ANZ eGate*. Your credit card details are not held by TSNZ or Shooting Stuff and cannot be accessed by TSNZ or Shooting Stuff staff.

Returns / Refunds:

If for any reason you are not completely satisfied with your purchase upon receipt, please follow these procedures to ensure a prompt replacement, store credit or refund.

TSNZ t/a Shooting Stuff will issue refunds if a refund is requested within 30 days of purchase, however we are not obligated to refund if:

- i. you change your mind
- ii. you decide not to use our product
- iii. you find our product does not suit your needs.

Exchanging clothing (jackets, gloves etc) for a different size to get correct fitment is acceptable provided items are returned in a saleable condition. Customers are responsible for all freight involved.

Special orders that have been manufactured or altered specifically to your measurements or are an unusual item not normally held in stock and which have been imported at your request are non-refundable.

All returns must be returned in saleable condition, with all packaging and accessories. All returns will be inspected before a refund is issued.

TSNZ t/a Shooting Stuff reserves the right to charge a restocking fee. This is to cover our lost time and costs packaging, sending, invoicing, receiving and crediting you for the product.

Warranty Policy:

TSNZ's Warranty Policy covers our products for 12 months from the purchase date. Warranty claims cover any fault, defect or failure occurring as a result of the manufacturing process. If the product is still under warranty then the repair or replacement will be at our expense.

Damage or faults occurring as a result of misuse, accident, or wear and tear are not covered by our

Warranty Policy

Custom Made Jackets - the customer is responsible for ensuring the measurements supplied are correct. In the event that measurements are not correct, we will endeavour to have the jacket altered at the customer's expense. Incorrectly manufactured jackets that do not conform to customer's measurement sheet will returned to the manufacturer for remedy.

If your purchase arrives damaged, you must notify us within 5 days of receipt of the goods. If possible please inform the delivery company of damage as soon as possible. This enables us to claim against the carrier, and provide you with a replacement.

There are four possible solutions to any claim made:

- 1. Wherever possible TSNZ will endeavour to repair any fault and return the product to you at no charge.
- 2. Where repair is not possible or practical TSNZ will replace the product with the same or similar product.
- 3. If a repair or replacement is not possible due to the product being unavailable we will exchange it for any of TSNZ's products of the same value as your original purchase price.
- 4. Where none of the above solutions is possible or practical then you have the option of receiving a full refund or store credit.

Use of your information / Privacy Policy:

TSNZ t/a Shooting Stuff collects customer contact information and delivery information for the purpose of sending orders and invoices and to get in touch with customers if necessary regarding orders or sales.

TSNZ t/a Shooting Stuff does not pass customer information to third parties, either freely or for payment. We will only release account and other personal information if we believe release is appropriate to comply with lay, facilitate court proceedings, enforce or apply our terms and conditions, or protect the rights, property, or safety of TSNZ, our users, or others. Our website(s) may use external services such as Mailchimp or similar for marketing or information purposes, which may access data directly from our website(s).

Disclaimer:

The material in this Website could include technical inaccuracies or other errors. Your use and browsing of the Website is at your risk. Neither TSNZ, Shooting Stuff, nor any other party involved in creating, producing, or delivering the Website shall be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, the Website. TSNZ does not warrant that the functional aspects of the Website will be uninterrupted or error free or that this Website or the server that makes it available are free of viruses or other harmful components. TSNZ reserves the right to make changes to this Website at any time without notice. The contents of this website are presented on the basis that errors and omissions are excepted and that TSNZ reserves the right to change any price or product specification that may result from any occurrence.