

Indigo River's (IR) Terms and Conditions and other policies

TERMS AND CONDITIONS OF SALE

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (Products) listed on this website to you. Please read these terms and conditions together with our Privacy Policy and the Terms for Use of this website carefully before ordering any Products from our site. By ordering any of our Products, you agree to be bound by these terms and conditions (together with the documents referred to on it).

You should print a copy of these terms and conditions for future reference.

Before placing an order with us you will be required to accept these terms and conditions. You can refuse to accept these terms and conditions, or our Privacy Policy, you will not be able to order any Products from our site.

1. INFORMATION ABOUT US

- 1.1 www.indigoriver.co.nz is a website operated by Indigo River™ Limited (IR). IR is the trading name of Indigo River Limited. We are registered in NZ and our company number is: 2054972.
- 1.2 Our postal address is: Indigo River Ltd, PO Box 37349, Halswell, Christchurch 8245, New Zealand.

2. YOUR STATUS

2.1 By placing an order through our site, you warrant that you are legally capable of entering into binding contracts.

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

3.1 If you decide to order some of our Products from this website, you can select the Products to be ordered, which will be included in your "basket". You will then be requested to submit your personal and credit card or bank details. After placing an order, you will receive an order confirmation from us acknowledging that we have received your order. Your order constitutes an offer to buy a Product. All orders are subject to cheque clearing or credit card approval and to acceptance by us, we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched ("Dispatch Confirmation"). The contract between us (Contract) will only be formed, and you will be charged, when we send you the Dispatch Confirmation.

3.2 Before placing an order a window will appear on the screen asking you to confirm the order and the information provided to us, so you can correct input errors before placing your order.

3.3 The Contract will relate only to those products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such products have been confirmed in a separate Dispatch Confirmation.

4. LINKS TO THIRD PARTIES WEBSITES

4.1 We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller.

5. CONSUMER RIGHTS

The supply of product shall be governed by The Consumer Guarantees Act 1993 ("the Act"). The Act will NOT apply if the Purchaser has acquired or held themselves out as acquiring the goods for the purposes of business.

The Purchaser agrees to include a provision in its conditions of sale to the effect that the Consumer Guarantees Act 1993 shall not apply where a Purchaser is acquiring the goods for the purpose of a business. The purchaser agrees to indemnify the Company for any liabilities, losses, damages, claims, costs or expenses of whatever kind or nature incurred by the Company if the Purchaser fails to do so.

6. AVAILABILITY AND DELIVERY

6.1 Subject to product availability, IR aims to deliver goods by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 28 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances out of our control, as specified in Clause 15. Your credit card will not be debited with the transaction until your goods are ready for dispatch and we have sent the Dispatch Confirmation. For multiple orders, we may charge you upfront for the costs for the delivery of products that you ordered but are temporarily out of stock. In this case, you will not be charged upfront for such products

until they become available and are dispatched to you. Due to some production runs, we buy some lines as a single delivery with no further availability. Customers are advised to order early or telephone prior to ordering for availability.

6.2 Please note that IR footwear is not manufactured for use with orthotics which can result in abnormal wearing of soles, we therefore regret to inform you that the use of orthotics in our footwear negates guarantees to soles, zips and stitching.

6.3 We have tried our utmost to portray the detail, colours and leather texture of the footwear correctly. However, due to photographic variation and computer settings please allow for slight variation.

7. RISK AND TITLE

7.1 The products will be at your risk from the time of delivery.

7.2 Ownership of the products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

8. PRICE AND PAYMENT

8.1 The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.

8.2 These prices will be in New Zealand dollars and include GST but exclude delivery costs, which will be added to the total amount due for each Product ordered as set out in our delivery guide. International orders may be liable for extra import duty, which is the responsibility of the customer.

8.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

8.4 Our site contains a large number of products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, either contact you for instructions before dispatching the product, or reject your order and notify you of such rejection.

8.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

8.6 Payment for all products must be in New Zealand Dollars by cheque drawn on a New Zealand bank account, postal order or credit card. We accept payment with Visa & Mastercard and direct credit into our bank account (use your name as a reference code).

9. OUR RETURNS AND REFUNDS POLICY

9.1 IR is committed to providing quality products to our customers. If for any reason you are not completely satisfied with any product, please return it to us in its original condition (including the box) within 10 working days of receipt and we will replace it or refund your purchase price using the original payment method. We will notify you of your refund or exchange via e-mail within a reasonable period of time. We try to process returns as soon as they arrive. During busy periods, please allow 10 working days for your refund or exchange to be processed. This will exclude the delivery (postage & packaging) charge.

9.2 To return: complete the Returns Form, indicating whether you would like an exchange or a refund.

Return the product, in its original box with the tissue paper in tact, in the mailout box and seal using strong packaging tape. We recommend that you send returns by signed for courier or registered (signed for) post, so that they are insured for you and are traceable. The cost of returning Products to IR is your responsibility and we cannot be held responsible for shoes lost in transit.

9.4 All IR Products are checked for quality before they are sent to you. Customers can expect IR products to remain of satisfactory quality throughout their reasonable life expectancy, so long as they are maintained correctly and not misused. If you do receive a product which is faulty, please don't hesitate to contact us to arrange free return delivery and an exchange or refund. Products should only be fitted on carpet for protection. Returned goods found to be worn, damaged, marked, soiled or scratched will not be refunded or exchanged. Refunds or exchanges will not be given for products returned without a IR returns form and full adherence to our terms and conditions. In the case of an exchange, postage charges to deliver the new item to the purchaser are the responsibility of the purchaser and are non refundable by IR.

10. OUR LIABILITY

10.1 We warrant to you that any Product purchased from us through our site is of satisfactory quality and fit for purpose.

10.2 Our liability, in connection with any Product purchased through our site, is strictly limited to the purchase price of that Product.

10.3 We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

11. IMPORT DUTY

11.1 If you order Products from our website for delivery outside New Zealand, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

11.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

12. WRITTEN COMMUNICATIONS

12.1 When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

13. NOTICES

13.1 All notices given by you to us must be given to IR at either our postal or email address. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

14. TRANSFER OF RIGHTS AND OBLIGATIONS

14.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

14.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

14.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

15. EVENTS OUTSIDE OUR CONTROL

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event), including (without limitation) the following:

15.1.1 Strikes, lock-outs or other industrial action.

15.1.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

15.1.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

15.1.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

15.1.5 Impossibility of the use of public or private telecommunications networks.

15.1.6 The acts, decrees, legislation, regulations or restrictions of any government.

15.2 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

16. WAIVER

16.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

16.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

16.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with Clause 13.

17. SEVERABILITY

17.1 If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18. ENTIRE AGREEMENT

18.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

18.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

18.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

19. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

19.1 We have the right to revise and amend these terms and conditions from time to time.

19.2 You will be subject to the policies and terms and conditions in force and posted onto our website at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the products).

20. LAW AND JURISDICTION

20.1 Contracts for the purchase of Products through our site will be governed by the laws of New Zealand.