

## Terms and Conditions

## Terms and Conditions of Use and Sale - Safety Scala

## 1. Conditions of Use

Welcome to <a href="www.safetyscala.com">www.safetyscala.com</a> ("we", "us", "our"). By accessing and browsing this website, you ("you", "your") agree to comply with and be bound by the following terms and conditions. If you do not agree with these terms, please refrain from using our site.

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These terms are governed by New Zealand law. Any legal disputes arising from the use of this website shall be resolved in New Zealand courts.

## 2. Terms & Conditions of Sale

By purchasing from Safety Scala ("we", "us", "our"), you agree to the terms below. We may revise these conditions at any time. Updates will be posted on this page.

**2.1 General Information** All purchases are considered to be for business purposes and are not covered by the Consumer Guarantees Act 1993.

Customers outside New Zealand cannot purchase via our website and should contact us directly to arrange their orders.

- **2.2 Order Process** Your order is accepted only when we confirm dispatch. Order acknowledgements are not confirmations.
- **2.3 Pricing & Availability** We reserve the right to update product details and prices at any time. All prices are exclusive of GST and delivery. If pricing errors occur, we will contact you for confirmation or cancellation.
- **2.4 Payment** Payment is to be made by bank transfer only. Full payment must be received before goods are dispatched. Title of goods remains with us until full payment is received.
- **2.5 Delivery** We aim to dispatch within 2–3 working days, subject to stock. Delays are possible. Deliveries are made to business or residential addresses only. We do not deliver to PO Boxes or Private Bags.
- **2.6 Shortages, Damage, Loss in Transit** Claims for missing or damaged goods must be made within 7 days. We will assist with courier claims where possible; however, risk of loss passes to the customer upon dispatch. We do not provide insurance cover for lost or damaged goods in transit. Customers should consider arranging their own insurance if required.
- **2.7 Cancellation & Returns** Orders may be cancelled before dispatch. Post-dispatch returns require our prior approval and must be in original condition. Return shipping costs and restocking fees may apply.



- **2.8 Calibration** Where required, our products are calibrated before being dispatched. However, it is up to the operator to ensure the correct calibration before proceeding with testing. Products may require calibration to ensure accuracy. It is the customer's responsibility to confirm that calibration is appropriate and valid for their specific application. We do not provide calibration certification unless explicitly stated.
- **2.9 Consequential Loss** To the maximum extent permitted by law, we exclude all liability for indirect or consequential loss, including loss of profit, data, income, business, or any claims by third parties arising from the use of our products or services.
- **2.10 Liability** To the extent allowed by law, our liability is limited to repair, replacement, or refund of defective goods. Users are responsible for ensuring that products are suitable for their intended purpose.
- **2.11 Law & Jurisdiction** All transactions are governed by New Zealand law. Disputes will be resolved in New Zealand courts.
- **2.12 Entire Agreement** These terms, along with other notices on our site, represent the complete agreement between us and you regarding your use of the site and purchase of goods.
- **3. Amendments** We reserve the right to amend these terms at any time. Continued use of the site implies your acceptance of any changes.

For any questions, please contact us at alex@safetyscala.com or call 027 334 2663.