

Terms of Trade.

1. Definitions.

1.1 In these Terms:

- a. **Products** means products supplied by us to you.
- b. **Terms** means these terms and conditions.
- c. **User Manual** means any user manual or other information relating to the operation or use of a Product which we may supply to you with the Product.
- d. **We, our** or **us** means Calmly Limited.
- e. **Websites** means our websites being www.calmly.co.nz and www.calmly.com and **Website** means either one of them.
- f. **You** means you, the person who purchases Products from us.

2. Application and Authorisation.

- 2.1 These Terms together with our Privacy Policy and Website Terms of Use constitute the legal terms and conditions on which we supply Products to you.
- 2.2 You must be eighteen (18) years of age or older to purchase Products from us. By ordering Products from us you are acknowledging that you are eighteen (18) years of age or older.

3. Orders.

- 3.1 You may order Products from us through our Website or as otherwise agreed with us.
- 3.2 An agreement relating to the Products will only be formed when you receive a confirmation email from us accepting your order.
- 3.3 If you wish to make a change to the Product you have ordered please let us know via the contact information on our Website. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Product or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, we will supply the Products requested in your original order, unless we agree otherwise.
- 3.4 If your order is not accepted by us, we will notify you by telephone or email to arrange a full refund of any payment made by you to be processed.
- 3.5 Our Website is solely for the promotion of our Products in New Zealand. We do not accept orders from or deliver to addresses outside of NZ.

4. Price.

- 4.1 The prices for our Products are listed on our Website.
- 4.2 A delivery charge may be payable in addition to the price of the Products.
- 4.3 All prices are in New Zealand dollars and are inclusive of goods and services tax.
- 4.4 We may from time to time offer discount codes. We reserve the right, at our sole discretion, to cancel or refuse to honour any discount code (including after it has been redeemed) if we suspect the discount code has been fraudulently generated or circulated without our authorisation. Discount codes are not transferrable or redeemable for cash.

5. Payment.

- 5.1 Unless otherwise agreed to by us, you must make any payment, including for any delivery charge, in full on our Website at the time you are making an order.
- 5.2 We will only accept payment via Stripe or alternative payment methods made available through our Website, unless otherwise agreed with you.

6. Delivery and Risk.

- 6.1 We will endeavour to dispatch the Products to the physical address supplied by you as soon as possible once your order is completed.
- 6.2 If we provide you with an estimated delivery date, we will not be liable for any loss or damage suffered by you or any other person for failure to deliver the Products by that date.
- 6.3 Risk of any loss or damage to the Products passes to you once the Products have been delivered to the address supplied by you.

7. Liability.

- 7.1 Nothing in these Terms is intended to limit our obligations under the Consumer Guarantees Act 1993 (**Consumer Guarantees Act**).
- 7.2 If the Product is not defective, but it is not what was expected by you or you are otherwise dissatisfied with the Product and wish to receive a refund, then you should notify us via the contact information on our Website. Subject to clause 7.5 and so long as you have notified us of your dissatisfaction with the Product within 14 days of receipt of the Product, we will refund the price of the Product once you return the Product to us. You will be responsible for the delivery charges to return the Product to us and ensuring the Product is returned in packaging that is suitable to prevent any foreseeable damage during the delivery process.

- 7.3 If you are a consumer as defined under the Consumer Guarantees Act, we provide guarantees regarding the quality, description and fitness for purpose of the Products we supply to you. If you have concerns about the Products, then you should notify us of those concerns via the contact information on our Website.
- 7.4 In the unlikely event that we have sent you the incorrect Product or the Product is faulty, we will replace the Product at no charge. If we are unable to do this because the Product is no longer available, we will refund the price paid by you.
- 7.5 We will not be liable to replace a Product or provide a refund if the Product is damaged or defective due to improper use or alteration by the end-user, including where the end-user has failed to follow the instructions in the User Manual.
- 7.6 The Products are intended for sale and use only in New Zealand. We do not warrant that the Products comply with any laws, regulations or standards outside New Zealand.
- 7.7 You must not purchase Products from us if you are a business and purchase Products from us with the intention of re-selling those Products. If, despite this, you are a business and purchase Products from us with the intention of re-selling those Products:
- a. The Consumer Guarantees Act will not apply in relation to the supply of Products to you.
 - b. If we are liable to you for any reason our liability will be limited (at our discretion) to the re-supply of the Products or an amount equal to the price paid by you for the Products.
 - c. We will not be liable for any loss of profits or any indirect or consequential loss or damage arising out of these Terms or our dealings with you.

8. Events Beyond Our Control.

- 5.1 We reserve the right to defer the date of delivery or to cancel your order if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control.

9. Variations to these Terms.

- 9.1 We reserve the right to make changes to these Terms, the descriptions of our Products, and our prices. We will provide notice of the change by uploading the updated Terms, or publishing the new descriptions of our Products or prices, on our Website. Any changes will apply to all orders made after that time.

10. No Waiver.

- 10.1 We will not be deemed to have waived any right under these Terms unless the waiver is in writing and signed by us. A failure to exercise or delay in exercising any right by us under these Terms will not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in these Terms.

11. Governing Law and Jurisdiction.

- 11.1 The law of New Zealand applies to these Terms and the transactions contemplated by them. The New Zealand courts have jurisdiction in respect of these Terms and the transactions contemplated by them.