

# Terms of Use New Zealand

## 1. Terms of use

These are the terms and conditions (**Terms**) which govern your use of the website **bankstonsrchitectural.com.au** (the '**Website**'), including your access to and use of any content available through or published on the Website ('**Content**'). Please take the time to read these Terms together with our Privacy Policy including our use of cookies.

'**We**', '**us**' and '**our**' refers to TradCo Hardware Limited (Company Number 3352790) trading as 'Bankston' in respect of the Website.

'**You**' or '**your**' means a user of our Website including, in the case of any minor, the minor's parent or legal guardian.

## 2. Acceptance

By using the Website you confirm that you accept these Terms and agree to comply with them. If you do not agree to the Terms, you must not use our Website.

These Terms are subject to change over time without prior notice. We may amend these Terms by updating this posting. Your continued use of the Website is governed by our most recent Terms. Every time you use our Website, please check these Terms to ensure you understand the terms that apply at that time.

## 3. How to contact us

If you have any questions about these Terms, you can contact us by email at [info@southerndesigngroup.com.au](mailto:info@southerndesigngroup.com.au) or via one of the options described on the **Contact us** page of the Website.

## 4. Availability of our Website

We do not guarantee that our Website or any Content will always be available, uninterrupted or be error-free. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

## 5. Who may use our Website

Our Website is directed to persons residing in and using our Website within New Zealand. If you access our Website from outside New Zealand, you do so at your risk and you are responsible for compliance with all applicable laws, regulations, industry standards and codes of practice.



## 6. You must keep your account details safe

If you choose a password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you knows your password, you must promptly notify us at [info@southerndesigngroup.com.au](mailto:info@southerndesigngroup.com.au) or change your password using 'reset password' tool from the login page on our Website.

## 7. How you may use the Website and Content

All copyright and other intellectual property rights in the Website and Content, including trade marks, names, logos, sounds, images, graphics, text, software, interfaces, source or object code, website layout, design and copyright works, is owned or licensed by us and protected by the laws of Australia and other countries.

You may view the Website and Content and may print one copy and download extracts of any page from our Website for your own personal use. If we provide social media features, such as the ability to share content, you may take such actions as are enabled by those features.

You must not reproduce, transmit, communicate, adapt, distribute, sell, modify or publish or otherwise use any of the Content for any commercial purpose except as permitted by paragraph 8 below, by law or with our prior written consent.

You must not use the Website or any Content for any commercial use except as permitted by paragraph 8 below, without our prior written agreement or if you are our Reseller.

## 8. Linking to our Website

You may create a link to any pages on our Website or that refer to the Content. However you must not:

- 8.1 display any page of the Website in any distorted or altered form or pass off our Content or products as yours or under any other name;
- 8.2 create a link to the Website on any site unless that site conforms to accepted standards of public decency and does not disparage us or our products or services; or
- 8.3 create a link to the Website on any site that exposes us to any risk of liability under any criminal or civil law (including liability arising from the infringement of a third party's rights).

We reserve the right to withdraw linking permission by giving notice to you or by updating these Terms.

You agree to indemnify us, and keep us indemnified, against all actions, claims, costs, demands, damages or liability arising in any manner from any link to our Website that you enable or create.



**9. Links to third party sites**

Our Website may contain links to third party sites. The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by us of the sites or the information, products or services provided at those sites. You access those sites and use the information, products and services made available at those sites solely at your own risk, and subject further to the separate terms of use and privacy policies of such third party sites.

**10. No unlawful or offensive activity**

You must not use our Website or any Content in any way that violates any applicable domestic or international laws, or which infringes any third party's rights or privacy or is contrary to any relevant standards or codes, including generally accepted community standards.

You must not permit or enable another person to do any of those things.

**11. No viruses or interference**

When using our Website, you must not:

- ④ introduce to the Website any viruses, trojans, worms or other materials which are malicious or technologically harmful;
- ④ do anything that interferes with or adversely affects the normal operation or integrity of the Website, including the ability of other users to access the Website;
- ④ copy, modify, export, scrape, reverse engineer, disassemble or otherwise attempt to extract any or all of the Content or any source or object code in the Website; or
- ④ permit or enable another person to do any of those things.

**12. Action we may take**

We may suspend or terminate your access to our Website at any time, including if you breach these Terms.

If you breach these Terms we may report you to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

If we do not act in relation to a breach of these Terms by you, we do not waive any rights to act in relation to that breach or any later breach by you.



### 13. Product Guides, Warranty Terms, Instructional Content and Product Care Guides

On our Website, we may publish:

- ④ Product Guides and Instructional Videos ('Guides');
- ④ Warranty Terms; and
- ④ Instructional Guides and Product Care Guides ('Instructions').

**(Product Warranties)** SDG Trading Pty Ltd ACN 008 154 041 produces and sells, either directly to consumers or through authorised resellers, door levers, knobs, doors and latches under certain brand names including Bankston ('SDG Products'). All SDG Products come with an included warranty. The terms of that warranty will prevail to the extent of any inconsistency with any warranty terms provided by us on our Website or by the Content.

**(Guides)** We may publish guides and information which may help you to select an Bankston product to purchase and provide a guide on how to install that Bankston product. We do not represent or warrant that the information contained in these guides are complete or is intended to amount to advice on which you should rely. To the maximum extent permitted by law, Bankston, its subsidiaries, related companies, and affiliates, on behalf of our authorised resellers, disclaim all warranties and conditions of any kind regarding these guides.

**(Instructions)** We may publish information on caring for and maintaining your Bankston product. This information should be relied on solely for the purpose of compliance with the terms of the Warranty Card. We do not represent and warrant that these instructions are complete or constitute advice you should rely on in relation to any door, wall or fixture to which you will affix your Bankston product. To the maximum extent permitted by law, we exclude all warranties and conditions relating to these Instructions, and to the extent that liability cannot be excluded under New Zealand's laws, we limit our liability to the fullest extent possible.

### 14. Disclaimer

Our Website is provided on an 'as is' and 'as available' basis, and we make no representations or warranties, express or implied, regarding the operation or availability of our Website. The Content is provided for general information only. It is not intended to be advice on which you should rely.

To the maximum extent permitted by law, Bankston, its subsidiaries, related companies, and affiliates disclaim all warranties and conditions of any kind regarding our Website and Content, whether express or implied, except to the extent expressly set out in these Terms.

We do not make any warranty or representation as to the accuracy, completeness, currency or reliability of the Content. Although we use reasonable care and skill in providing the Website, we cannot promise that the Website will be continuously available or free from computer viruses or errors.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that it is accurate, complete or up-to-date.



**15. Limitation of liability**

In no event will we, our subsidiaries, related companies, and affiliates be liable for any indirect or consequential losses or damages arising in connection with your use of the Website or any Content.

You release Bankston, its subsidiaries, related companies, and affiliates from any and all claims, actions, damages or other matters arising in connection with your use of, or inability to use, the Website or Content.

Where our liability cannot be excluded, we limit our liability to the fullest extent permitted by law.

You agree to, indemnify and hold Bankston, its subsidiaries, related companies and affiliates, and each of their respective offices, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable legal fees) arising in connection with your breach of these Terms.

**16. Invalidity**

If any part of these Terms is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these Terms will not be affected and all other clauses remain in full force and effect. So far as possible where any paragraph or part of a paragraph can be severed to render the remaining part valid, the clause must be interpreted accordingly. Alternatively, you agree that the paragraph must be rectified and interpreted in such a way that closely resembles the meaning of that paragraph as is permitted by law.

**17. Jurisdiction**

These Terms and any issues arising under these Terms are governed by the laws in force in New Zealand.

Last updated: 14 January 2022

