

NZ Rubber and Foam Limited - Returns Policy



In these terms:

- a) **Products** means all of the products purchased by the customer from NZ Rubber and Foam Limited pursuant to these terms.
- b) **We, Us, Our** means NZ Rubber and Foam Limited.
- c) **You, Your** means the customer and, where this is more than one person/party, each such person/party jointly and severally.

You accept these terms by placing an order with Us. These terms prevail over any prior terms and conditions between the parties. Unless otherwise specified in writing, all quotations given by Us are valid for 20 business days from the date of issue.

All Products shall be subject to the Consumer Guarantees Act 1993 (**CGA**) and, as such, You shall be entitled to have the Products repaired or replaced where the Products fail to be of acceptable quality. Where the Products cannot be repaired or replaced in a reasonable period of time, or where the Products are considered to have a failure of substantial character (as defined in the CGA), You may be entitled to a refund. You agree that where the Products are provided for Your business purposes, the CGA does not apply and, as such, defective and/or faulty Products shall be repaired, replaced or refunded at Our sole discretion. All express or implied warranties in relation to the Products including without limitation, pursuant to the Contract and Commercial Law Act 2017, are excluded to the maximum extent permitted by law. Our total liability in respect of the Products shall be limited at all times to the amount paid to Us for the Products at the time of the event giving rise to the liability and We are not liable for any indirect, special or consequential loss except to the extent expressly required under the CGA where that Act applies.

It is Your responsibility to ensure accurate measurements and instructions are provided to Us at the time any order for a custom cut of rubber or foam is made. We will not accept liability for any custom cuts that are made in accordance with Your instructions including without limitation, where incorrect measurements are supplied.

Where not provided above, any Products that are unused may be returned for a refund at Our sole discretion, provided the Products are not custom cut and are in their original condition and packaging. For the avoidance of doubt, We will not accept the return of any Products ordered in excess of 10 units unless the Products are defective and/or faulty.