

GOURMET WAIUKU LTD, TRADING AS ZONDA BENEFICIALS (ZONDA)

WEBSITE TERMS AND CONDITIONS

These terms and conditions apply to the use of any products ordered through this website. By using this site (www.zonda.net.nz) you acknowledge that you have read, understood and agree to be bound by these terms and conditions as outlined below.

ZONDA BENEFICIALS NON-ACCOUNT HOLDERS

(Note see further terms for Account Holders below)

1. DEFINITIONS

'Company' or **'we'** or **'Zonda'** means Gourmet Waiuku Limited trading as Zonda Beneficials

'Content' means all information, data, text photographs, graphics messages or other material on the Website.

'Customer' or **'you'** means a person who visits the Website or orders goods through the Website.

'Website Terms and Conditions' or **'Terms'** means these terms and conditions.

'Website' means www.zonda.net.nz.

2. DELIVERY

2.1 We do not deliver to areas outside New Zealand. Delivery charges and times are based on the region in accordance with the delivery details provided by the customer.

2.2 Subject to the other conditions of delivery set out below, all orders must be placed before 1pm and confirmed by Zonda to guarantee dispatch the following trading day. All delivery times outlined below are based on a time frame from the date of dispatch:

a) Auckland/North Island/South Island [Urban]

Delivery next trading day after date of dispatch for all confirmed orders, unless otherwise specified.

b) Auckland [Rural]/North Island [Rural]/South Island [Rural]

Allow up to two days delivery after date of dispatch to rural addresses for all confirmed orders, unless otherwise specified.

2.3 Whilst every effort is made to comply with the delivery time frames outlined above, Zonda employs a third party courier company for the delivery of all goods. Any delay in the delivery of goods is outside Zonda's control and we accept no liability for any delays. Zonda will endeavour to alert customers of any known delays after it becomes aware of them.

2.4 We are not liable for any failed deliveries due to incorrect address details being provided. Goods will not be shipped until payment has been received in full.

3. AVAILABILITY

3.1 All goods listed on this site are subject to availability. While every effort will be made to meet customer requirements there may be times we cannot guarantee supply.

3.2 If we are unable to supply the advertised goods for whatever reason you will be notified at the earliest possible convenience. You will be offered a full refund or given the option to wait until the product becomes available.

3.3 We reserve the right to accept or refuse orders for any reason.

4. RETURNS / REFUNDS / CANCELLATION POLICY

4.1 If you have a problem or are unhappy with your purchase, please contact Zonda immediately. Notification of faulty or damaged goods must be made to Zonda within 24 hours of delivery for a refund to be considered, and any refund to be at Zonda's discretion.

4.2 Product returns will not be accepted unless by prior arrangement. Return of goods will only be accepted within 28 days from date of dispatch. All items approved for return must be in their original packaging and undamaged.

4.3 Product returns should be sent to Zonda, 79 Taurangaruru Road, Waiuku, New Zealand.

4.4 The customer agrees to cover all costs of returning the goods, unless the item(s) were delivered in error, damaged or are deemed faulty by the supplier.

4.5 For any accepted refund claim, the full refund amount (excluding freight costs) will be deposited to the elected bank account of the customer within 3 working days of notification by Zonda of the claim being accepted.

4.6 Due to the perishable nature of our products we are usually unable to accept cancellations or make amendments to orders. However, if you change your mind about your purchases then at our discretion, we may be able to amend your order up until 12.00pm on the day of dispatch.

5. PAYMENT

5.1 We are a New Zealand owned and operated company. All prices are quoted in New Zealand dollars, (NZD), and are inclusive of GST. The GST component will be shown on your order at checkout. Payment for goods must be received prior to orders being shipped

5.2. Credit Cards. Payments are processed through a secure Payment system. Any credit card details stored for recurring payments are done so on this system. No credit card information is stored by us and we are PCI compliant.

5.3 Billing. You will receive an email confirmation that payment has been accepted and a copy of your invoice will be provided to you. The name Zonda will appear on the statement of the cardholder.

6. LIMITATION OF LIABILITY

Except where prohibited by law, Zonda will not be liable for any indirect, consequential, exemplary, incidental or punitive damages. The liability of Zonda otherwise to a customer for the supply of goods or otherwise pursuant to the use of the Website shall be limited both in contract and in tort to a total amount not exceeding the price of the goods paid by the customer to Zonda which is the subject of the claim.

7. RISK

The risk in any goods supplied pursuant to these Terms transfers to the customer once goods are in the possession of the carrier employed to deliver.

8. CONTENT AND THIRD-PARTY LINKS

This Website contains links to other web sites. Please be aware that we are not responsible for the content on these Websites, nor the content or privacy practices of such other third-party websites. We encourage our users to be aware when they leave our site and to read the privacy statements and terms and conditions of any other sites that may collect personally identifiable information or that the customer may access as a consequence of this Website.

9. SURVEYS AND CONTESTS

From time-to-time our Website requests information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether to participate and therefore disclose information requested. This information may include contact details (such as name, address, phone number etc), as well as demographic information (such as post code, age etc). Contact information will be used to notify winners and award prizes. Survey information may be used for monitoring or improving the use and satisfaction of this site.

10. COOKIES

We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors. Cookies enable us to track and target the interests of our users to enhance the user experience on our site.

11. PERSONAL AND PASSWORD DETAILS

You are entirely responsible for maintaining the confidentiality of your personal details, including passwords, account details and credit card information. You agree to notify Zonda immediately of any unauthorised use of your personal details. You assume total responsibility for the use of this site.

12. UPDATES

Zonda Terms and Conditions and Privacy Policy may be updated from time to time, without prior notice. All updates will be posted on this page. The customer is responsible for reviewing these Terms and Conditions on a regular basis. Zonda may also alter the content of the Website at any time without notice. By continuing to use the Website you agree to be bound by the amended terms.

13. DISCLAIMER

By using this site you agree to these Terms and Conditions. This site and these Terms and Conditions shall be interpreted in accordance with, and governed by, the laws of New Zealand. Zonda does not accept any liability for any loss or damage that may directly or indirectly result from an error or omission in information provided on this site.

If you have any questions regarding the Terms and Conditions please contact Zonda using the Contact Us ([insert hyperlink here](#)) section of the website.

14. MISCELLANEOUS

14.1 The failure of Zonda to exercise or enforce any right or provision of the Website Terms does not constitute a waiver of such right or provision which will still be available to Zonda.

14.2 If any provision of these Terms is held to be invalid, unenforceable or illegal for any reason, the Website Terms shall remain otherwise in full force

14.3 The Website Terms will be governed by and construed according to the laws of New Zealand. You agree to submit to the exclusive jurisdiction of the courts of New Zealand to resolve any legal matter arising from the Terms and/or use of the Website.

14.4 These Terms represent the entire agreement of Zonda and you with respect to the subject matter referred to in these Terms, and any other documents or agreements are expressly excluded except to the extent they are expressly intended to vary these Terms.

15. PRIVACY POLICY

15.1 Introduction

Zonda Beneficials takes your privacy seriously. This privacy policy describes how and why we obtain, store and process data which can identify you. We may update this policy from time to time without prior notice. All updates will be posted on this page.

15.2 The Information we collect

Information is collected from you when you register with us, or when you contribute to or use some of the advanced features on the site. The information we collect is clearly set out on the web page on which we collect it. In addition, we may collect your IP address and use cookies unless you configure your web browser not to accept them.

15.3 Why we collect it

We collect information about you so that we can respond to requests, fulfil orders or for any other purpose as may be necessary to facilitate ease of trading between Zonda and the customer.

15.4 Who we disclose it to

We will only disclose information about you as an individual, (as opposed to aggregate information), to third parties to enable us to perform services requested by you (e.g. delivery of orders) or with your prior consent.

In certain circumstances we may need to disclose information about you if required to do so by law or by any Government body.

16. SECURITY

Keeping information about you secure is very important to us and certain sections of the site may encrypt data using SSL or a comparable standard. However, no data transmission over the Internet can be guaranteed to be totally secure. As a result, whilst we strive to protect your personal information, we cannot ensure or warrant the security of any information which you send to us, and you do so at your own risk.

For further information on how to protect yourself online please use the below link;

<https://www.privacy.org.nz/news-and-publications/guidance-resources/keeping-safe-online/protect-yourself-online/>

QUESTIONS

If you have any questions or complaints relating to this Privacy Policy or how we use your personal information, please contact us.

17. ZONDA BENEFICIALS ACCOUNT HOLDERS (including “On Account” purchases from this website)

The above Terms apply to customers which are account holders with Zonda using or acquiring goods subject to the variations set out below.

18.1 PAYMENT

The Customer agrees to make payment for goods in full by the 20th of the month following purchase. In default of such payment, the customer undertakes to pay late payment fees of 2.5% per month on any amount outstanding and to indemnify Zonda Beneficials, against any costs incurred or other loss, and pay all costs and expenses that may be incurred during the recovery of any overdue amount.

18.2 DELIVERY

Zonda must be informed by 4pm on the expected delivery day of any non-delivery, damage or other delivery problems.

Customers are responsible for ensuring that Zonda is informed of any changes to delivery addresses and other contact details. No claim will be accepted if such changes have not been advised.

18.3 GOODS

Replacement or discounts on partial replacement goods will only be considered if problems with the goods are reported to Zonda staff within 24 hours after delivery of the goods to the customer.

18.4 SCHEDULED ORDERS

Customers on scheduled delivery for any goods must notify Zonda if those goods are no longer required at least 24 hours prior to the scheduled dispatch date.

Customers should check packing slips supplied with goods for the next scheduled dispatch date.

Customers will be charged for any goods dispatched on schedule in the absence of such notification.