# Website Terms & Conditions – Ashburton Powder Coating Ltd

By visiting or using this Website you agree to be bound by these Terms. We may change these Terms at any time and will post the changes on the Website. If you disagree with the changes, you must stop visiting and using this Website.

### **DEFINITIONS**

In these Terms, the following words have the following meanings:

**Our IP**: means intellectual property owned or licensed by us relating to our Website, products, or services (including powder coating and sandblasting), such as text, graphics, logos, icons, software, and any other material forming part of our Website or services. This includes all associated rights, whether registered or unregistered, anywhere in the world.

Privacy Statement: means our Privacy Statement available at this document.

**Products**: means any products we provide via this Website.

**Services**: means any services, features, or functionalities provided to you by us via this Website, including powder coating, sandblasting, and related preparation services performed by our staff or contractors.

Website: means this website www.ashburtonpowdercoating.co.nz.

We, Us, Our: means Ashburton Powder Coating Ltd.

You: means you as an individual (and "Your" has a corresponding meaning).

## ACCESS AND USE OF THE WEBSITE

You agree to access and use the Website and any Products or Services in accordance with these Terms and all applicable laws.

We grant you a non-exclusive, non-transferable right to access and use the Services via the Website. All other terms are excluded unless agreed in writing.

You may:

• Temporarily download one copy of the Website content for personal, non-commercial viewing.

You may not:

- Copy, reproduce, distribute, modify, publish, or create derivative works from Website content.
- Interfere with any security-related features of the Website.
- Use automated tools (e.g., bots, scrapers) to access the Website.
- Reverse engineer, disassemble, or decompile any software on the Website.
- Use the content for commercial purposes without written consent.
- Remove copyright notices.
- Introduce viruses, malware, or anything harmful that could impact the Website, our Services, or the work of our staff.

## **OUR OPTIONS**

We may:

- Edit or remove Website content or features.
- Monitor Website use.

If you breach these Terms, we may:

- Suspend or terminate your use of the Website.
- Take legal action against you.

We may terminate access without notice.

# **INTELLECTUAL PROPERTY**

Using this Website does not grant you any ownership rights in our IP. We retain all rights and you must not dispute or challenge our ownership.

### PRIVACY AND COMMUNICATION

By using the Website, you agree to comply with our Privacy Statement at this document.

You agree that we may send you updates or information about our powder coating and sandblasting services, including scheduling updates from our staff. You may unsubscribe by emailing us at admin@ashburtonpowdercoating.com

# **NO WARRANTY / DISCLAIMER**

We provide the Website "as is" without warranties of any kind. We cannot guarantee uninterrupted or error-free access, and the security of data transmission over the internet cannot be assured.

### LINKED SITES

Links to other websites are not endorsements, and we are not responsible for their content or availability.

## **INDEMNITY**

You agree to indemnify us for any costs, losses, or claims arising from your misuse of the Website or breach of these Terms, including claims relating to work carried out by our powder coating or sandblasting staff based on incorrect information you provided.

## LIMITATION OF LIABILITY

Our liability to you is excluded to the fullest extent permitted by law. Where liability cannot be excluded, the maximum amount we are liable for is **NZ\$1**.

### **GENERAL PROVISIONS**

- Severability: If part of these Terms is invalid, the remainder still applies.
- **Relationship**: These Terms do not create a partnership, agency, or employment relationship.
- No Waiver: Failure to enforce a right does not waive it.
- Assignment: You may not transfer your rights without our consent.
- **NZ Law**: These Terms are governed by New Zealand law, and disputes will be heard in New Zealand courts.
- **Entire Agreement**: These Terms are the full agreement between us unless otherwise agreed in writing.

**Contact**: If you have any questions about the Website, services, or these Terms, please contact us via the **Contact Us** page on our Website.