

TERMS AND CONDITIONS

Thank you for visiting www.smartwaveboats.co.nz (“Website”). This Website is operated by SmartWave Boats® Galloway International Limited (“We”, “Us”, or “Our”). You acknowledge that by accessing and using this Website, including any information, reports or other related materials regarding our SmartWave Boats® boats (“Products”) that You may obtain through the Website, You agree to be bound by the provisions of these terms and conditions (“Terms and Conditions”) dealing with Your use of the Website. We may change these Terms and Conditions and give notice to You by posting amended Terms and Conditions on the Website at any time.

1. Website Content and Security

1.1 Our Website provides You with information regarding Our Products, including how you can find a dealer to purchase Our Products. We also provide services to get a Quote for Our Products. We will use Our best endeavours to make sure all information on the Website is accurate and up to date.

1.2 All Quotes provided are valid for a one month period or the date as stated in the Quote emailed to You, whichever is the latter. All Quotes are including Goods and Services Tax.

1.3 Our SmartWave Boats Warranty is valid for two years. Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the New Zealand Consumer Guarantees Act and other laws. This Warranty gives you additional protection for You Product, and identifies a preferred approach to resolving warranty claims.

1.4 You agree to use the Website solely for Your own use and to refrain from using the Website for any other purpose.

1.5 You must use the Website responsibly, lawfully and in good faith. You must refrain from any acts or omissions which are misleading or unlawful. You may not violate or attempt to violate the Website in any way, including but not limited to:

- (a) attempting to probe, scan, or test the vulnerability of any system, subsystem or network;
- (b) tampering, hacking, modifying or otherwise corrupting or breaching security or authentication measures without proper authorization;
- (c) transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer’s functionality or the Website.

2. Intellectual Property

2.1 All copyright, trade marks and other intellectual property rights subsisting in or used in connection with the Website and the Products are and will remain Our sole property. SmartWave Boats is our trade mark. All rights in this trade mark are expressly reserved.

2.2 You may not remove Our trade marks, copyright symbols, or any other statement or device which asserts Our intellectual property rights in relation to the Website, the Products, or from any materials You download from the Website

3. Links to and from Other Websites

3.1 Throughout Our Website You may find links to third party websites. The provision of a link to such a website does not mean

TERMS AND CONDITIONS

3.2 Any party wishing to link to Our Website is entitled to do so provided that the conditions below are observed:

- (a) You do not seek to imply that We are endorsing the services or products of another party unless this has been agreed with Us in writing;
- (b) You do not misrepresent Your relationship with Our Website; and
- (c) The Website from which You link to this Website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or rights of a third party.

1.3 By linking this Website in breach of this clause You shall indemnify Us for any loss or damage suffered by Us as a result of such linking.

4. Warranties and Disclaimers

4.1 To the maximum extent permitted by law, the Website is provided on an “as is” basis, without any warranty of any kind either express or implied including but not limited as to warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not warrant that the Website is error free, that any information provided to us from third parties is accurate, or that any services provided in relation to the Website will be uninterrupted.

4.2 You agree to indemnify Us and Our affiliates, subsidiaries, directors, officers, employees and agents against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever arising from Your use of the Website.

5. Risk and Liability

5.1 You accept all risk and any liability arising from Your use of the Website. In no event will We be liable to You or any other person for any lost profits, lost savings, lost data, or damages (including special, direct, indirect, punitive, consequential, or incidental damages) or any claims, proceedings, costs, demands, liabilities and expenses incurred by You arising out of or relating to Your use of the Website, whether in contract, tort (including negligence) or equity.

6. Governing Law and Disputes

6.1 These Terms and Conditions will be construed in accordance with the laws of New Zealand, and in terms of the enforceability of these Terms and Conditions shall be deemed “in writing” and “accepted” by both parties.

6.2 Any disputes arising out of these Terms and Conditions or their subject matter shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law. The arbitration will be by one arbitrator, to be agreed upon by the parties. If the parties fail to agree upon an arbitrator within 21 (twenty-one) days, an arbitrator will be appointed by the President of the Arbitrator’s and Mediator’s Institute of New Zealand Inc and the arbitration will be held in Auckland, New Zealand, in accordance with the New Zealand Arbitration Act 1996. Nothing in these Terms and Conditions prevents a party from issuing proceedings in relation to any dispute where the nature of the dispute is such that the party requires urgent interim relief