
Terms and Conditions of Sale

1. Terms and Conditions

- 1.1 These Terms and Conditions of Sale apply to the use by you, the Customer (you and your), of the Goods and Services that are supplied by eTrapper Limited (hereby referred to as eTrapper), NZBN 9429047533233 (we, us or our), provides from you from time to time. Specific terms and conditions may apply in relation to the Goods and Services where agreed between us in writing (Special Terms).
- 1.2 These Terms and Conditions and any Special Terms comprise the entire contract between you and us (Contract), and replace any previous contract between you and us. In the case of any inconsistency between these Terms and Conditions and the Special Terms, the Special Terms will, in relation to the specified services and clauses, prevail to the extent of any inconsistency.
- 1.3 eTrapper reserves the rights to amend the Terms and Conditions by publishing the intended amendments on our website 30 days before they are due to take effect, or by agreeing the variation with you in writing and signed by both parties.
- 1.4 To make a purchase from our online shop you must be 18 years of age or over.

2. Definitions

Contract means these Terms and Conditions of Sale between eTrapper and the Customer for the purchase of Goods and Services together with any Purchase Order and order acknowledgement.

Customer means the person to whom the Goods and Services are to be supplied.

Delivery of Goods occurs at the earlier of when Goods are delivered to the Customer's premises, or when they are signed for.

Delivery of Services occurs at the earlier of when the Services are provisioned for the Customer's use, or when the Customer registers for use of the Services.

Delivered has a corresponding meaning.

eTrapper means eTrapper Limited, NZBN 9429047533233.

Goods means any physical, tangible Good or Product supplied by eTrapper to the Customer and includes goods and products described on any invoices, quotations or other forms provided by eTrapper to the Customer. Such goods and products include, but are not limited to, eTrap sensor device, kill traps, bait and accessories.

Guarantor means the person (or persons) who agrees to be liable for the debts of the Customer on a principle debtor basis.

Notice means any communication under these Terms and Conditions as sent to the physical, postal or email address of the relevant Party.

Party means either eTrapper or the Customer as the context requires, and Parties shall refer to both of them.

Purchase Order means the Customer generated document authorising the purchase of the Goods and Services specified there. The Purchase Order sets out the descriptions, quantities, and prices of the Goods and Services, and any other information as required by eTrapper.

Order has a corresponding meaning.

Quote means a quote issued by eTrapper to the Customer in relation to the specific Goods and Services.

Services means the non-physical, intangible parts supplied by eTrapper to the Customer and includes services described on any invoices, quotations or other forms provided by eTrapper to the Customer. Such services include, but are not limited to, Sigfox network, software services such as the mobile app and the eTrapper platform, installation of goods and the servicing of goods.

Specifications means any Specifications for Goods and Services provided or made available by eTrapper to the Customer.

Working Day means a day other than a Saturday or Sunday or New Zealand Public Holiday.

Note; Headings are used as a matter of convenience and shall not affect the interpretation of these conditions.

3. Duration of Contract

- 3.1 Unless expressly stated otherwise, the network and software licences associated with each unit of Goods and Services sold will have a validity of a minimum of two (2) years (initial term). This period will commence from the moment of Delivery of Goods by the Customer.
- 3.2 Payment is made by the Customer at the start of this Contract Duration and even in the event that the Customer no longer uses the Goods and Services during this initial term no rebate shall be made by eTrapper.
- 3.3 The duration of this Contract is two (2) years, although it will automatically be considered tacitly extended if neither party requests its termination by giving a minimum of sixty (60) days notification before the end of the initial term.
- 3.4 Once the initial term of two (2) years has passed, the use of Services in the form of the network and the software from the mobile app and platform will be \$24.00 exc GST per year to be paid at the beginning of the renewal of the Contract term (with a maximum of 10 working days after renewal).

4. Availability and Provision of Goods and Services

- 4.1 All orders are subject to the availability of those goods or services. If for any reason a Good is not available, we will endeavour to notify the non-availability on our online shop.
- 4.2 We will provide the Goods and Services to you with due care and skill and in accordance with generally accepted industry practice.
- 4.3 We may subcontract the provision of all or any of the Services to another party.

- 4.4 Where a fault occurs, we will use reasonable endeavours to ensure it is remedied as quickly as reasonably possible after we become aware of any fault.
- 4.5 eTrapper reserves the right to change the specifications of its Goods and Services in its sole discretion.

5. Price

- 5.1 All prices and delivery charges on our website are in New Zealand dollars (NZD \$) and include New Zealand Goods and Services Tax (GST).
- 5.2 All prices and delivery charges in our Contracts and in our Quotes are in New Zealand dollars (NZD \$) and exclude New Zealand GST.
- 5.3 eTrapper reserves the right to alter prices and delivery charges for any reason at any time. If this should happen after you have placed an order, we will contact you prior to processing it.
- 5.4 Quotes expire thirty (30) days after submission to the Customer by eTrapper unless otherwise noted on the Quote.
- 5.5 The Quoted price excludes freight unless otherwise specifies. Additional freight charges may also be applied to afterhours or weekend deliveries.
- 5.6 An invoice will be emailed to you at the email address you supply when you place your order. You are responsible for ensuring that your contact details are correct.

6. Purchase Orders

- 6.1 Purchase Orders bind the Customer to the payment for, the quantities of the Goods and Services specified in the Purchase Order at the Quoted price or the price determined in accordance with the Contract.
- 6.2 Subject to the terms and conditions of this Contract, all Purchase Orders bind eTrapper once eTrapper has confirmed acceptance of the Purchase Order.

7. Property

- 7.1 Title in the Goods shall not pass from eTrapper to the Customer until the purchase price has been paid in full.
- 7.2 In the event that the purchase price is not paid by the due date(s) the Customer grants eTrapper and its agents the right to enter upon the Customer's premises without notice, for the purpose of removing and repossessing the Goods.

8. Payment

- 8.1 Payment for Goods and Services invoiced by eTrapper shall be received prior to Goods and Services being Delivered.
- 8.2 For website orders we accept the following credit cards: Visa, MasterCard and American Express.
We also accept payment from your PayPal account if you have one.

- 8.3 eTrapper may at any time prior to accepting any order, require security for payment of Goods, which in its sole discretion eTrapper deems sufficient, and may suspend performance of its obligations under the Contract until sufficient security is provided.
- 8.3 For the avoidance of doubt, the Customer shall not withhold payment for any Goods and Services where there is no dispute in relation to those Goods and Services. The Customer must pay for the Goods and Services that are not in dispute by the date specified in the Quote.
- 8.4 Any late payment or non-payment will constitute a default by the Customer in the performance of the Contract. Interest at 2% above the Bank Bill Rate per annum may be payable at the time of commencement of the default until the date of payment but without prejudice to eTrapper's other rights or remedies.
- 8.5 In addition to interest, the Customer will be liable for all debt collection costs, including but not limited to, solicitor's costs.
- 8.6 eTrapper reserves the right to suspend or cancel all or any part of any contract with the Customer which remains unperformed if the Customer becomes insolvent, has a receiver appointed in respect of all or some of its assets, makes or is likely to make an arrangement with its creditors, commits an act of bankruptcy or a liquidator (provisional or otherwise) is appointed or is placed under statutory or official management.

9. Intellectual Property

- 9.1 Except as specifically provided herein, each Party owns and retains all right, title and interest, worldwide, in any and all of its intellectual Property pre-existing before engagement under this contract.
- 9.2 Ownership of the Intellectual Property rights associated with the Goods and Services and any manufacturing processes for the Goods and Services and any documentation provided by eTrapper pursuant to this Contract is vested and shall, at all times, vest in eTrapper.
- 9.3 eTrapper owns or is licensed to use intellectual property rights in content, software, personal identifiers (including addresses) and anything else we use or make available to you in connection with our Goods and Services.
- 9.4 Customers use of any software provided by eTrapper is governed by the terms of the end user licence agreement, if any, which accompanies or is included with, or referenced in, the software.

10. Warranties

- 10.1 eTrapper will make good any defects (or at its opinion, replace the Goods) in materials or workmanship arising within 12 months from the Delivery of the Goods. This warranty covers both parts and labour. Parts may be replaced under this warranty with new or remanufactured parts.
- 10.2 No claim shall be accepted unless written notice of the claim is received by eTrapper.
- 10.3 The warranty shall not cover any defect, damage or inaccurate data reading which may be caused or partly caused by or arise through:
 - (a) Failure of the Customer to properly maintain and take good care of any Goods; or

- (b) Use of any Goods otherwise than for the application specified on a Quote; or
- (c) Failure on the part of the Customer to install or affix the Goods in a location or situation where there is sufficient network coverage; or
- (d) Failure of the Customer to follow any instructions or guidelines provided by eTrapper; or
- (e) Any attempt to repair the defective Goods is made by any person not authorised by eTrapper to affect such repairs; or
- (f) Any accident or act of God.

11. Typographical Errors

11.1 In the event that an eTrapper product is mistakenly listed at an incorrect price, eTrapper reserves the right to refuse or cancel any orders placed for Goods and Services listed at the incorrect price. eTrapper reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, eTrapper shall issue a credit to your credit card account in the amount charged.

12. Liability and Indemnification

- 12.1 We will use reasonable endeavours to provide the Service reliably and consistently to you, however, we cannot guarantee that the Services will be continuous or fault-free. Due to the nature of the Service and because we rely on other parties to help us provide the Services to you, you acknowledge that there are matters which may be outside our control which may affect the availability or quality of the Services, for example power outages.
- 12.2 In no event shall eTrapper have any liability for any loss of use, production, profits, revenue, business or anticipated savings or for any delay or any financing costs or increase in operating costs or any economic loss for any consequential, indirect or special loss suffered by the Customer or any other person.
- 12.3 The Customer shall not have any right of recourse against eTrapper in respect of any claims made against the Customer by any third parties in relation to any loss of use, production, profits, revenue, business or anticipated savings or for any delay or any financing costs or increase in operating costs or any economic loss for any consequential, indirect or special loss suffered by any such third parties.
- 12.4 Notwithstanding anything contained in this clause or contained elsewhere in the Contract, the liability of eTrapper, whether in contract, tort or otherwise, in respect of all claims for loss, damage or injury arising out of the performance or non-performance of eTrapper's obligations arising under or in connection with the Contract or provision of non-provision of the Goods and Services, or otherwise shall be in aggregate to an amount being the price paid for the Goods and Services which directly contributed to the loss.
- 12.5 You agree to indemnify, defend, and hold harmless eTrapper Limited, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

13. Third-Party Links

13.1 In an attempt to provide increased value to our visitors on our website, eTrapper may link to sites operated by third parties. However, even if the third party is affiliated with eTrapper Limited, eTrapper has no control over these linked sites, all of which have separate privacy and data collection practices, independent of eTrapper. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, eTrapper seeks to protect the integrity of its website and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

14. Consumer Guarantees Act 1993

14.1 Where eTrapper is supplying Goods and Services to the Customer for business purposes within the meaning of the Consumers Guarantee Act 1993 and pursuant to section 43 the provisions of that Act shall have no effect.

14.2 Where eTrapper is supplying Goods and Services to the Customer for other than business purposes the provisions of the Consumer Guarantees Act 1993 shall apply.

14.3 Where eTrapper supplies Goods and Services to a person acquiring them for business purposes it shall be a term of the Contract with the Customer that the Consumer Guarantees Act 1993 does not apply in respect of the Goods and Services.

15. Delivery

15.1 While eTrapper will use all reasonable endeavours to ensure that Goods and Services are delivered by their agreed delivery date, eTrapper is in no way responsible for third party suppliers, therefore no penalty will be accepted by eTrapper, nor will a reduction in the price be available on the grounds of failure to meet a delivery date.

16. Termination

16.1 We may end the availability of any of the Services or any parts of the Services at any time if they are no longer viable, if we or any service provider are unable to provide them, withdrawing them from availability or replacing them. We will endeavour to provide you with at least 30 days' Notice of any action we intend to take.

16.2 The Contract with the Customer may be terminated by written notice to the other party as follows:

(a) By either Party, in the event the other Party commits any breach of its obligations herein and in the case of a breach being capable of remedy, the party fails, refuses or neglects to rectify the breach within fourteen (14) days after receiving written notification of the breach;

(b) By either Party, effectively immediately, if the other party should become the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings or make an assignment or other arrangement for the benefit of its creditors;

- (c) By eTrapper, effectively immediately, if any substantial or adverse change in trade in the Goods and Services due to market or other conditions occurs;
- (d) The Contract may be terminated by eTrapper, at its discretion, by giving at least sixty (60) days' prior written notice to the Customer.

17. Assignment

- 17.1 The Customer may not assign all or any of his rights or obligations under the Contract without the prior written consent of eTrapper.
- 17.2 eTrapper may transfer to someone else all or any part of our side of the Contract the Customer has with us and the Customer consents to this. Before we do this and provided there are no confidentiality obligations, eTrapper will tell the Customer at least thirty (30) days' in advance.

18. Returns, refunds, and exchanges

- 18.1 If you're looking to return or exchange your **website order** for whatever reason, we're here to help. For website orders we offer **free returns or exchanges** within **30 days** of receiving your order. You can return your goods for **store credit, a different product, or a refund** to the original payment method. Please note the following exceptions to our return and exchange policy:
 - (a) Returned items must have labels still on and be returned in original packaging
 - (b) Returned items must have no visible signs of wear or use
- 18.2 To initiate a return or exchange, please complete the following steps:
 - (a) provide your website order ID along with the reason for return, refund or exchange
 - (b) email this to sales@etrapper.co.nz subject line: "website order return"
 - (c) send the item back to us at our address noted under 20.1
 - i. if the reason for return is because of lack of network coverage at site, which is indicated on our website address checker, then you are liable for the shipping costs
 - (d) upon receipt of the goods and examination to confirm 18.1a and 18.1b we will exchange or refund you within 7 working days.

19. Disputes

- 19.1 If any dispute or difference arises between the Parties out of the Contract, neither party is to commence any proceedings relating to the dispute (except where urgent interlocutory relief is sought) unless the parties have first endeavoured to resolve the dispute in good faith by way of discussion, negotiation, or other informal means.
- 19.2 If the dispute is not resolved in accordance with clause 18.1 within 30 days, then the initiating party must immediately refer the Dispute to mediation.
- 19.3 Any mediation must be conducted in terms of the LEADR New Zealand Inc. Standard Mediation Agreement. The mediation must be conducted by a mediator and at a fee agreed by the Parties.
- 19.4 If the Dispute is unresolved after mediation then the Dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996.

20. Notices

20.1 Each Notice and other communications under these Terms and Conditions are to be sent to the physical, postal or email address of the relevant Party as set out following:

eTrapper: Level 1, 2 Fred Thomas Drive, Takapuna, 0622 Auckland,
email sales@etrapper.co.nz

The Customer: Those details as set in the current Purchase Order.

21. Privacy policy and Confidentiality

- 21.1 Unless you opt to receive messages from us we will not contact you until you are within ninety (90) days from the end of your term as clause 3.1. If you have opted to receive ongoing communications and at a later date you no longer wish to receive these communications you will be able to opt out of receiving this information by contacting us by email or by following the unsubscribe instructions at the bottom of emails sent to you.
- 21.2 Opting out of receiving the above-mentioned messages will not prevent the sending of messages that specifically relate to your order(s) and future subscription requirements.
- 21.3 We may use personal information that we collect about you to provide products and services to you and to administer orders and payments relating to your purchases from us.
- 21.4 You will need to permit us to place data files ("cookies") on your computer to enable you to use some features of some of our websites. Where you choose not to enable cookies from our website, some functionality of those website may not be available to you.
- 21.5 We may disclose your personal information as required by law.
- 21.6 Where you have provided information to us on a confidential basis, we will hold that information in confidence, except as required by law. We cannot guarantee that our website is secure, and we cannot be held responsible for a breach of our website security that is beyond our control.
- 21.7 You can request details of your personal information that we hold, and ask us to correct it, at any time.

22. Force Majeure

22.1 Neither Party will be liable for any act, omission, or failure to fulfil its obligations under this Contract if such act, omission or failure arises from any cause reasonably beyond its control including strikes, lockouts, riots, acts of war, epidemics, governmental action superimposed after the date of the Contract, fire, communication line failures, power failures, earthquakes or other disasters ("Force Majeure").

23. Law and Jurisdiction

23.1 The Contract shall in all respects be deemed to be a contract made in New Zealand and shall be governed by New Zealand Law and the New Zealand courts will have exclusive jurisdiction in relation to the contract.