

**TERMS AND CONDITIONS OF USE AND ACCESS TO THE WEBSITE OF
GLOBAL WELDING SUPPLIES LIMITED
www.globalweldingsupplies.co.nz**

1. These terms and conditions set out our obligations as proprietor of the website to you, and your obligations as a user of the website (“the website”). The terms and conditions are driven by your need and our need to be safe and secure when using the services delivered by the website.
2. As soon as you register to use the website, these terms and conditions and the Privacy Policy in respect of the website will be binding on you. You must accordingly read and understand both these terms and conditions and the Privacy Policy, if you choose to use the website.
3. If you disagree with any of these terms and conditions then you must not use the website.
4. The services that we provide through the website will evolve over time as we gather user feedback. Any amended terms and conditions will become effective upon posting of the modified terms and conditions on the website. We will make every effort to communicate these changes to you on the website. It is your obligation to ensure that you have read and understand and agreed to the most recent terms and conditions that are available on the website.

5. **Definitions**

In these terms and conditions the following words shall have the definitions set opposite:

“**Information**” means all information of whatever nature and whatever format stored or displayed on the website.

“**Privacy Policy**” means the privacy policy set out in these terms and conditions together with such amended privacy policy as shall be published from time to time by Global Welding Supplies Limited.

“**Products**” means all products supplied by Global Welding Supplies Limited from time to time.

“**Services**” means all services and facilities provided by Global Welding Supplies Limited to their customers via the website or otherwise.

“**We**” means Global Welding Supplies Limited and “**Our**” has a corresponding meaning.

“**You**” means any visitor to the website and/or any user of the website, together with any business or company that such visitor or user represents and “**Your**” has a corresponding meaning.

Licence to use the website

6. Subject strictly to your compliance with all of these terms and conditions, you are hereby granted the non exclusive right or licence to access the website, upon completion of registration for the use of the website utilising the registration system on the website. We may withdraw this right or licence at any time without any legal

consequences. Without limiting the words "legal consequences" if we withdraw or cancel the right or licence given under these terms and conditions, then you will have no right or claim against us whatsoever.

7. Access to the website and use of the services delivered thereby is not transferable under any circumstances. You must ensure that your log on or user ID and password that is used to access the website and the details of your account with us that are kept on the website are kept confidential and that such details are kept in a safe and secure manner. You must immediately contact us and advise us if you are, or become aware that there has been an unauthorised use of your log on or user ID and password, or account, or any other security breach in relation to your account.
8. All information relating to the pricing of our products and services is confidential information as between you and Global Welding Supplies Limited and you agree that you will not share that information or disclose or disseminate that information to any other person or business without our express written authority. You agree that such unauthorised disclosure or dissemination of the information will do Global Welding Supplies Limited such incalculable harm as to entitle us to injunction relief and liquidated damages of not less than \$100,000.00. All our solicitor client costs of and incidental to obtaining the injunction and judgment for the liquidated damages will be payable by you.
9. You must promptly advise us of any changes to your information provided as part of the customer registration process for access to the website.
10. You agree that you will be responsible for all or any costs associated with your access to you, or use, of the website, including but not limited to internet access fees.
11. You warrant that by logging on and using the website using the log on or user ID and password, that you have used, that you have full authority on behalf of you or the company or business that you represent to order products through the website. You agree that we may charge you and that you will pay for all products that we agree to supply the products you have ordered using your log on or user ID and password through the website.
12. You agree that our standard terms and conditions for the supply of products, which standard terms and conditions appear elsewhere on this website apply to all purchases that you may make through the website.
13. You must not use The Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware computer virus, Trojan horse, worm, keystroke logger, route kit or other malicious or disruptive or damaging computer software.
14. You must not conduct any systematic or automated data collection activities (including without limitation, scraping, data mining, data extraction and data harvesting) on or in relation to The Website and you must not engage in any reverse engineering utilising The Website.

Warranties

15. While every effort is made to ensure that the content of The Website is accurate, we make no representation or warranty in relation to the accuracy or completeness of the information found on The Website. Any reliance you place on such information is therefore strictly at your own risk in all things.

Disclaimer

16. We do not warrant that the servers that make The Website available will be error free, virus free or bug free and you accept that it is your responsibility to make reasonable and adequate provision for protection against such threats. We recommend scanning any files before downloading.
 17. We will not be liable for any loss or damage caused by attacks, viruses or other technologically harmful material that may infect your computer equipment, computer programmes, computer data or other proprietary material due to your use of The Website or to your downloading of any material posted on them, or any site linked to them.
 18. We will not be liable for any interruption to the delivery of services from The Website during any reasonable periods of website maintenance and/or for reasons beyond our reasonable control.
 19. You agree that you will use The Website and apply the information that you obtain from it entirely at your own risk in all things.
 20. We will not be liable to you, whether under the law of contract, the law of tort or otherwise, for any harm suffered by you as a result, directly or indirectly of your viewing and/or applying the contents of or your use or application of The Website or the contents thereof. The words "harm suffered by you" will not only mean direct financial loss and all damages (if any) associated with personal injury or death, but also all financial compensation and expenses for which you may consider that we are liable as a direct or indirect result of your use of The Website. In addition to the losses, compensation and expenses for which you agree we are not liable, you also agree that we will not be liable for:
 - 20.1 For any indirect, special or consequential loss; or
 - 20.2 For any business losses, loss of revenue, loss of income, loss of profits, or loss of anticipated savings, loss of contracts or business relationships, loss of reputation or loss of goodwill or loss or corruption of information or data.
- The above limitations of liability will apply whether or not we have been advised of the possibility of any damages contemplated by this clause, which may arise out of or in connection with the use of The Website or any linked websites.
21. Nothing in these terms and conditions will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit.
 22. The Website must not be framed on any other websites, nor may you create a link to all or any part of The Website including but not limited to the home page. Without notice and without giving any reasons, we can demand the removal of a link to our homepage or website from your website that has been installed in breach of the prohibition contained in this clause.
 23. Where The Website contains links to other sites and resources provided by third parties, the links are provided for your information only. You agree that we have no control over the content or information provided on those websites or resources and that we accept no responsibility for them or for any loss or damage that may arise from your use of those websites.

24. Although we will take all care to protect user content through use of dedicated servers and off site computer storage, we cannot guarantee that all user content is stored in such a fashion that it will not become lost or corrupted and accordingly you should backup all user content to your own servers on a regular basis. You save harmless and indemnify us from all costs and/or losses associated with replacing any lost or corrupted user content and any damages associated therewith.

Intellectual Property Rights

25. You agree and confirm that except for items in the public domain, The Website and all materials contained or published on them are wholly owned by Global Welding Supplies Limited. The Website contains material that is copyrighted together with trademarks and other materials that are protected by international treaties and protocols or by the proprietary nature of such materials. Nothing contained in these terms and conditions or on The Website shall be construed as granting by implication, estoppel or otherwise any licence or right to use any of the materials without the written permission of Global Welding Supplies Limited or such other party that may own the materials.
26. Other than as is expressly authorised on The Website, you must not modify the paper or digital copies of any materials you have acquired from The Website. All trademarks, copyrights or any other proprietary notices must always remain in tact. You must not copy any illustrations, photographs, video or audio sequences published on The Website and you must not copy the text from The Website. You must not copy, reproduce, republish, download, post, broadcast or transmit The Website or any part thereof or any materials from The Website except for your use as is authorised by these terms and conditions. Our prior written consent must be obtained for any other use of the materials.
27. You agree that your right to use The Website will cease immediately that you breach any of the intellectual property agreements contained in these terms and conditions.

Age and Responsibility

28. You represent and agree that you are of sufficient legal age to use The Website and to create a legal binding obligation for any liability you may incur as a result of your use of The Website. You understand that you are financially responsible for all uses of The Website by you and those using your login information.

General Conditions

29. We may change these terms and conditions at any time and such changes will be deemed to be applicable from the first date of publication of the changes on The Website.
30. If we fail to enforce any terms or exercise any rights under these terms and conditions we have not waived those rights.
31. If any provision of these terms and conditions is held to be invalid or unenforceable for any reason the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms and conditions.
32. The forum for the determination of all claims, disputes and proceedings between Global Welding Supplies Limited and website users will be the Courts of New Zealand which Courts will have exclusive jurisdiction to determine all claims,

proceedings and disputes in respect of these terms and conditions and any matter arising under them.

Entire Agreement

33. These terms and conditions together with the privacy policy published from time to time on The Website supersede and extinguish all prior agreements, representations (whether oral or written) and understandings and constitute the entire agreement between you and Global Welding Supplies Limited relating to The Website and the services that they provide and the other matters dealt with in these terms including but not limited to the terms and conditions of your use of The Website.

Rights of Third Parties

34. A person who is not a party to these terms has no right to benefit under or enforce any term of these terms and conditions.
35. In interpreting these terms and conditions the singular shall include the plural and vice versa.

Notices

36. Any notice given under these terms and conditions to you by Global Welding Supplies Limited will be deemed to be given on transmission by email to you at the last email address that you have given to Global Welding Supplies Limited. Notices given by you to Global Welding Supplies Limited will be deemed to be given on transmission of any such notice from your email address and receipt of such notice at the email address of Global Welding Supplies Limited published from time to time on The Website.

Copyright

37. All graphic works and photographs appearing on The Website that are the original works of Global Welding Supplies Limited and all written information appearing on The Website which prior to its publication on The Website comprises the original work of Global Welding Supplies Limited are in this clause called "The Works". Global Welding Supplies Limited is the author and owner of The Works and claims exclusive copyright in them pursuant to the Copyright Act 1994 an Act of the Parliament of New Zealand. The Works were made in Auckland, New Zealand. No person or body corporate shall copy The Works or issue copies of The Works to the public whether by sale or otherwise unless expressly authorised by these terms and conditions of use of The Website or expressly authorised in writing by Global Welding Supplies Limited. No person or body corporate may show The Works in public or communicate The Works or make any adaptation of The Works unless expressly authorised by these terms and conditions or expressly authorised in writing by Global Welding Supplies Limited.

Breach By You of These Terms and Conditions

38. If you breach any of the terms and conditions stated herein, then you and the company or business that you represent will be liable for all losses occasioned by us as a result of the breach including but not limited to not only direct financial loss but also for any direct, indirect, special or consequential losses and any business losses, loss of revenue, loss of income, loss of profits, loss of anticipated savings, loss of contracts or business relationships, loss of reputation or loss of goodwill, or loss or corruption of information or data that may be suffered by us and further you save harmless and indemnify us against all liability that we may suffer as a result of such

losses .All of the above remedies and indemnities are in addition to the remedies set out in clause 7 of these terms and conditions.

Privacy Policy

39. By accessing the website you authorise us to collect all of the information of whatever nature that you provide to us via the website. We will keep that information confidential provided that:
 - 39.1 We will be able to use the information in a generic fashion for the purposes of collecting and analysing statistical data relating to our customers that assists us in the better management of our business.
 - 39.2 We will not be responsible for any accidental release of the information caused by the vagaries of electronic information capture and storage.