

# TERMS & CONDITIONS

## TERMS USED

- 'The seller' refers to Bernsport (1995) Ltd trading as Achieve Fitness.
- 'The buyer' refers to any legal entity purchasing from the seller or using this website.
- 'The website' refers to [www.achievefitness.co.nz](http://www.achievefitness.co.nz)

## PRICES AND CURRENCY CONVERSION

All prices are in NZD and are inclusive of GST.

## PRODUCT DESCRIPTIONS AND PRICING INFORMATION

In the event a product is listed at an incorrect price or with incorrect information, the seller shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. The seller shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and the buyer's credit card charged. If the credit card has already been charged for the purchase and the order is cancelled, the seller shall immediately issue a credit to the buyer's credit card account in the amount of the charge. If the goods do not match the description on the seller's website, the buyer should inform the seller immediately so that the seller may take appropriate action. The seller reserves the right to change the content of the website at any time and without prior notice.

## ORDER ACCEPTANCE POLICY

The buyer's receipt of an electronic or other form of order confirmation does not signify the seller's acceptance of an order, nor does it constitute confirmation of the seller's offer to sell. Order acceptance only occurs when the goods are dispatched to the buyer. The seller reserves the right at any time after receipt of the order to accept or decline it for any reason. The seller reserves the right at any time after receipt of the order, without prior notice, to supply less than the quantity ordered of any item. The seller may require additional verifications or information before accepting any order.

## **ORDER DELIVERY TIMES**

Any quotations of delivery times by the seller are made in good faith but are estimates and the seller shall not be bound by such quotations.

## **FRIEGHT CHARGES**

Will be dependent on the weight and size of your order as well the geographical location of the shipping address. We have a freight calculator available in the shopping bag for you to see the cost. If inaccurate information is provided, we reserve the right to not accept the order until the correct freight charge is calculated and paid.

## **DISPATCH WAREHOUSES**

Items will be freighted from the Auckland or South Island distribution warehouse depending on stock availability. Freight rates will remain the same as confirmed through the checkout process online regardless of the dispatch location.

## **DAMAGES OR LOSS IN TRANSIT**

Goods leaving the seller's premises are adequately packed. Claims for damage or loss in transit must be made against the respective carrier as follows: Prior to acknowledging delivery to the carrier the buyer must ensure that the complete consignment as per the carrier's note has been received. Should there be a shortage or visible damage to outer packaging the carrier's note must be endorsed accordingly at the time the goods are delivered. No liability for goods damaged or lost in transit will be accepted by the seller however details of any claim should be advised to the seller.

## **WARRANTY**

Unless otherwise stated, all goods come with a warranty of one (1) year against defective parts and workmanship. Goods which are proven to have manufacturing faults within one (1) year or within the stated warranty period of the date of invoice will be repaired or replaced free of charge when the goods are returned to the seller. If required, goods must be delivered to the seller's appropriate warehouse or service centre at the buyer's expense. Repaired or replacement goods will be returned to the buyer at the seller's expense if within 12 months from the original invoiced purchase date. The warranty does not apply if damage is caused through improper use of the goods supplied. Unless otherwise stated the warranty is for home use only. All

warranty claims are non-transferable must be accompanied by a valid invoice or acceptable proof of purchase.

## **RETURN OF GOODS**

Goods supplied in accordance with an order can only be returned with the express approval of the seller. If you wish to return faulty goods you need to notify the seller first by phone or email. Where goods are accepted (either for replacement, repair or refund at the discretion of the seller) they must be delivered at the buyer's expense to the seller's warehouse in original condition and packaging. Where goods are returned in damaged or substandard condition to the seller, additional fees may be charged. Returns for orders paid by credit card will be credited electronically back to the applicable credit card account. Returns for orders paid by direct credit will be credited electronically back to the applicable bank account.

## **30 DAY MONEY BACK GUARANTEE**

The seller must be notified in writing within 30 days from the date of receiving the goods. The goods must be delivered at the buyer's expense to the seller's warehouse in original condition and packaging. Where goods are returned in damaged or substandard condition to the seller, additional fees may be charged. Freight charges are not included in any refund.

## **ASSUMPTION OF RESPONSIBILITY**

The buyer understands that exercise may be a risk to physical health and safety if not done properly. The buyer further understands that it is the seller's recommendation that the buyer consults a physician or sports professional prior to using any equipment or engaging in any exercise program or activity.

The seller shall not be held responsible for damages arising from the buyer's recklessness, negligence, misuse of gym equipment, improper execution of generally acceptable exercise techniques, or for any damage or injury that occurs pursuant to any information received from the seller on the Internet, or by any other means now known or later developed.

## **LIMITATION OF LIABILITY**

To the full extent permitted by the laws in New Zealand, the seller shall not in any event be liable for any indirect, special, incidental or consequential damages including but not limited to loss of use, loss of data, loss of business or profits. If the

materials on this website are purchased for business purposes, as defined by the Consumer Guarantees Act 1993 ("the Act"), the provisions of the Act shall not apply to the materials so purchased.

## **COPYRIGHT**

Materials on this website may not be modified, reproduced or publicly displayed, performed or distributed or used for any public or commercial purpose.

## **OTHER PARTY'S WEBSITES**

This website may contain hyperlinks to websites operated by third parties. It is accepted that the seller has no control over, and is not responsible for, any material contained on any third-party websites. Links to third party websites are provided for consumer convenience, and do not constitute an endorsement of that third party, or any products or services referred to on their site unless expressly stated otherwise.

## **APPLICABLE LAW**

This website is intended to be accessed by New Zealand residents. No representations are made about the compliance of this site with the laws of any other country. Therefore, if you access this website outside of New Zealand you do so at your own risk and are responsible for complying with any laws where you access the website, or where information you publish or upload can be accessed.

## **PRIVACY POLICY**

Bernsport (1995) Limited, trading as Achieve Fitness, will not pass your personal information on to any other party without your permission. Your personal information will be used only for the purpose for which you gave it to us.

From time to time we may send you product information (including special offers) via email. If you would like to change your personal information or update your email notification settings, please email [orders@achievefitness.co.nz](mailto:orders@achievefitness.co.nz).

## **COOKIES**

A cookie is a small piece of information stored on your computer. Cookies help us improve your user experience when you use our website.

The technology we use mostly uses 'session' cookies. Session cookies expire after 30 minutes of no activity on this website. However, some cookies we use for internet statistics and remarketing last longer. Cookies cannot damage files, contain no personally identifiable information, nor can they read information from the hard drive of a computer. It is possible to disable the acceptance of cookies by your web browser. However, doing so may restrict your ability to access some web pages.

## **REMARKETING**

We may use Google and other forms of Remarketing as a method of targeting our advertising. Remarketing is a way for us to connect with visitors, based upon your past interactions with the Achieve Fitness website. As a result, third-party vendors, including Google, may use cookies to show Achieve Fitness ads to you as you visit third-party sites on the internet.

You have the option to opt out of Google's use of cookies by visiting the [Google advertising opt-out page](#). Alternatively, you can opt out of cookies by visiting the [Network Advertising Initiative opt-out page](#).