

Terms of Trade This document governs the use of the Fitmein Limited (“Fitmein”) Web Site. This Agreement can be accessed at any time by clicking on the link in the footer of any page of the website. By using the site, you are accepting the following terms and conditions.

Acceptance of Terms when you access this site, you acknowledge that you have read and agree to these terms and conditions. If you do not accept these terms and conditions, you should exit the site and refrain from placing any order.

Contract, Payment and Delivery Orders will be accepted by Fitmein for delivery in New Zealand only. Payment is to be made in NZ currency. Any contract arising from the use of this site is made subject to these terms and conditions and governed by the laws of New Zealand.

Product Availability Products may be added to or removed from the website from time to time. While we do not accept liability for any loss arising, every effort will be made to keep the information up to date and accurate.

Pricing All prices are in New Zealand dollars (NZ\$) and are GST inclusive. The freight charges are added later at the checkout area and payment section of the online shop. Prices may increase or decrease from time to time. Prices shown at the time of purchase are the prices you will pay. You may pay by Mastercard or Visa.

Purchasing Products displayed on the Fitmein site can be purchased using secure Online ASB New Zealand merchant services in combination with Paymark. Paymark provides you secure transaction processing for Visa and Mastercard. Your transaction and credit card details are not entered or recorded on our site, you will be seamlessly transferred to the ASB encrypted secure service to enter your Credit Card details for processing. Once we receive confirmation from ASB that your transaction has been approved, we will then process your order and ship your goods.

Payment Fitmein does not collect or store any credit card information. This information is all processed by ASB. When making a purchase you will be directed to a secure webpage hosted by ASB to enter your payment details.

Delivery Fitmein’s delivery service is prompt and efficient. We have identified a range of best value courier, freight and postal services from which we choose. We ship all our online orders by courier or delivery vehicle and endeavour to deliver in Auckland within 1 working day Monday to Friday, in the North Island 2 days and in the South Island 5-7 days. We can only deliver to a physical address. Delivery charges will be added to each order and shown as a separate item before you chose to enter your payment details and send the order to be processed.

Should you feel that your goods do not arrive in good condition, please feel free to contact us.

Claims for non-delivery must be made within 2 days of order, as tracking beyond this time is not practical. We are not responsible for loss or damage to goods that are delivered to an incorrect address. Title and Risk Goods are at our risk until the goods leave our premises for delivery to the address given in your purchase order.

Refunds & Returns Policy Please choose carefully as we do not provide refunds if you change your mind. If you discover any defect in your product, you may return the item you purchase for a replacement within 3 days of delivery. When replacements are not available we may, at our discretion, provide a complete refund. We'll notify you via e-mail of the status of the replacement or refund once we've viewed and processed the returned item. You may expect a refund in the same form of payment originally used for purchase after we have received your return. Freight will be refunded where the product is faulty or arrived damaged. Under our guarantee, faulty items that meet our conditions of care and use will be replaced or a refund will be issued at Fitmein’s discretion. Fitmein will replace any goods, which fail to comply with Consumer Guarantees Act 1993. Where the provisions of the Consumer Guarantees Act 1993 apply, these terms will be read subject to the application of that Act, and in the case of any conflict, the provisions of that Act will apply. Please note that the guarantee does not cover faults arising from:

- Normal wear and tear
- Accidental damage or mistreatment.

Claims for non-delivery must be made within 2 days of order, as tracking beyond this time is not practical. For any claim to be made the item contact must be made directly with us:

Fitmein Limited Email: info@fitmein.co.nz

Limitation of Liability Fitmein is not liable for any direct, indirect, special, incidental or consequential damages or loss of profit arising out of the use, or the inability to use, the products on this site.

This includes but is not limited to the loss of profit, even if Fitmein was advised of the possibility of such damages. Use of the Web Store Service by You Your right to use the Web Service is personal to you. You may not authorise others to use the Service, and you are responsible for all of your own use of the Web Service. You may not download, modify, transmit, or otherwise use any material from the Web Service for public or commercial purposes.

Copyright Fitmein is the trade name of Fitmein Limited. The copyright and other intellectual property rights in the material contained in the Service are protected by Fitmein Limited. Disclaimer This Web Service provides general information about Fitmein and the products and services it offers. The information and material in the site has been prepared solely for the purpose of providing information about Fitmein, the services and products it offers. Fitmein reserves the right to change, delete or move any of the material on the Web Site at any time without notice. Copyright The material featured on this site is the copyright of Fitmein unless otherwise indicated. It may be reproduced free of charge in any format or medium, provided it is used for non-commercial, informational purposes only. This is subject to the material being reproduced accurately and not used in a misleading context. Where any of the copyright items on this site are being republished or copied to others, the source of the material must be identified and the copyright status acknowledged. The permission to reproduce copyright protected material does not extend to any material on this site that is identified as being the copyright of a third party. Authorisation to reproduce such material must be obtained from the copyright holders concerned. For any other proposed use of the material on this site, please contact the website owner. Explain how and why you wish to use the materials. Please include your name, organisation, telephone number and email address. Names, images, and logos: The names, images, and logos identifying Fitmein and any of its subsidiaries and third parties and their information, products, and services, are proprietary marks of Fitmein or third parties. If you have received approval to link to the Fitmein website you may use the logo in conjunction with the link only if you have received prior permission to do so. No other use of our logos, or any third party logos, accessed via this website, is permitted without prior approval from the relevant copyright owner. Requests for permission to use our logos should be directed to the website owner. Explain how and why you wish to use our logo. Please include your name, organisation, telephone number, and email address. Disclaimer Fitmein makes no representations or warranties, either expressed or implied, as to the accuracy of the information on this website, or its fitness for any purpose whatsoever. In no event will Fitmein be liable for any direct, indirect, special incidental, or consequential damages arising out of the use of the information held on this website. Linking to the website: You must ask permission to link directly to pages hosted on this site. Please contact the website owner. Explain how and why you wish to use the materials. Please include your name, organisation, telephone number and email address. External links on the website: We are not responsible for the content or reliability of linked websites and listing should not be taken as endorsement of any kind. We have no control over the availability of linked pages. Website owner information Fitmein Limited owns and operates this website: www.fitmein.co.nz, and is located in New Zealand. Contact Details If you have any queries regarding shopping with Fitmein, please email info@fitmein.co.nz or call 02108253598.