

GENERAL

1. The Alcom Communications website, alcom.co.nz (the "Site") is a website where you can browse, select and order products from Alcom Communication Services Ltd ("Alcom Communications", Alcom, "us" or "we")

The 'buyer' refers to any legal entity purchasing from the seller.

2. The buyers access to and use of the site, including the buyers order of products through the site, is governed by these terms and conditions.
3. If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.
4. This agreement is governed by the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the courts of that place.
5. The customer agrees not to attempt to change, add to, remove, deface, hack or otherwise interfere with this website or any material or content displayed on this website.

COMPLIANCE

1. The buyer agrees to be bound by, and comply with, these terms and conditions. In addition to these trading terms, there are terms and conditions that apply to the use of the site. The buyer agrees to comply with the terms of use.
2. The buyer agrees to comply with all relevant laws relating to your use of the site and the buyers placement of any order through the site.

ORDERING PRODUCT

1. The buyer may order products by selecting and submitting the order through the site in accordance with these terms and conditions.
2. Any order placed through this site for a product is an offer by the buyer to purchase the product for the price notified (including the delivery and other charges and taxes if applicable) at the time you place the order. When the buyer orders products from the seller, this constitutes an offer from the buyer to buy those products in accordance with these Conditions of Use. The sellers acceptance of the buyers order occurs (and the contract is formed) when the goods are dispatched to the buyer.
3. The seller may ask you to provide additional details or require you to confirm your details to enable us to process any orders placed through the site.
4. You agree to provide us with current, complete and accurate details when asked to do so by the site.

ACCEPTANCE OF ORDERS

1. In certain circumstances, we may need to reject your order. This may happen where the requested product is not available or if there is an error in the price or the product description posted on the site.
2. Each order placed for products through the site that we accept results in a separate binding agreement between you and us for the supply of those products. For each order accepted by us, we will:
 - supply the products in that order to you in accordance with these terms and conditions; and
 - provide you with an email confirmation of that order.

3. If we reject an order placed through the Site, then we will endeavour to notify you of that rejection at the time you place the order or within a reasonable time after you submit your order.

BACK ORDERS

1. If we determine that we do not have a particular product in your order in stock, then we will use reasonable endeavors for 30 days to order the relevant product ("Back Ordered Products"). In this instance, we will notify you of the relevant Back Ordered Products and the anticipated delivery date.
2. Our Back Order Policy is incorporated into these terms and conditions.

DELIVERY OF PRODUCTS

1. If you don't want Courier Post to leave your parcel unattended please selected the signature required option. This is especially recommended for high value order. Neither Courier Post nor Alcom are liable for parcels that are stolen, damaged or lost after an item has been delivered.
2. We will only deliver products ordered through the site to a location where we provide delivery services.
3. You may obtain further information on the site about our delivery timeframes and how we deliver certain products.
4. You agree to comply with certain delivery requirements specified below and such other requirements that we notify you when you place your order through the site.
5. We also recommend that you be present to accept the delivery of your order if you have paid by credit card.
6. We may require the person accepting the delivery of your order to:
 - provide us with proof of that person's identity (including photographic identification) and, where relevant, age. If the order has been paid by credit card, then we may also ask you to show us the credit card for us to conduct our verification checks.
7. You:
 - acknowledge and agree that any person at the delivery address who receives the products is authorized by you to receive your order.

RISK AND TITLE

1. Risk and title to the products passes to you on the date and time of delivery to the delivery address.

FEES AND CHARGES

1. We will charge you, and you agree to pay, the purchase price of each product that is ordered.
2. All fees and charges identified in these terms and conditions and all prices for the products are in New Zealand Dollars (NZD) and include GST where applicable.
3. The purchase price of each product is shown on the product list on the site at the time you place your order. The purchase price of a product on the site may not be the same or correspond to the prices in any of our stores for the same product and we are not obliged to match any prices.
4. Just like in our stores, prices for products change from time to time and we do not provide any notice of these changes. Subject to these terms and conditions (and in particular, our Back

Order Policy), once we have accepted your order, we will not change any prices that apply to the products in that order.

5. If you cancel an order then:
 - subject to (b), we will refund any amounts paid by you for that cancelled order;

PAYMENT METHOD

1. You may pay the fees and charges for an accepted order using the following payment methods:
 - the following credit cards:
 - Visa
 - Visa Debit
 - MasterCard
 - Direct deposit using DPS Account2Account
2. If we are unable to successfully process your credit card payment for your order that is accepted by us, then we may cancel your order.
3. If you choose to pay by credit card, you authorize us to debit the amount that is payable for an accepted order from your nominated credit card.
4. You must not pay, or attempt to pay, for products through any fraudulent or unlawful means
5. All prices quoted are in New Zealand Dollars (NZD).
6. All transactions will be charged in NZD regardless of what the currency converter states.

DAMAGED PRODUCTS AND RETURNS

1. You must check any product delivered to you to determine if it is damaged. If a product is damaged on delivery, then you should refuse to take receipt of that product and notify us through our Customer Service. If you notice damage to a product after delivery, you should notify us within 10 days of delivery. If so, you may return the product to us in accordance with this clause.
2. If you wish to return a product that is not damaged and that was provided to you under these terms and conditions, then you may return that product in accordance with our Returns Policy.
3. Our Returns Policy is incorporated into these terms and conditions. You must provide us with the invoice we issued to you for your order to make a claim under this clause. If you fail to do so, then we may not provide you with a refund.
4. We will not refund the delivery fee (if applicable) where the products have been delivered to you, unless you are returning the product because it was damaged.

LIABILITY

1. Subject to clause 12.3, we exclude all implied terms and warranties whether statutory or otherwise, relating to the site or the subject matter of this agreement. You acknowledge that the site is provided "as is" and that we do not make any warranty or representation as to the suitability of the site or a product for any purpose.
2. Where any law implies in this agreement any term, and that law voids or prohibits provisions which exclude or modify the operation of such term, then the term is taken to be included in this agreement. However, our liability for breach of such term will be, if permitted by law, limited to one of the following remedies (at our option):
 - in the case of services: the resupply of the services; or the payment of the cost of resupply; and
 - in the case of goods: the replacement of the goods, the supply of equivalent goods, the payment of the cost of replacing the goods (or of acquiring equivalent goods), or the payment of the cost of having the goods repaired.
3. Our liability to you for loss or damage of any kind arising out of this agreement or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.

4. Nothing in these terms and conditions is intended to limit or exclude any liability that cannot be excluded by law.

TERMINATION

1. We may immediately suspend, terminate or limit your access to and use of the site and (where relevant) your account if you breach these terms and conditions and:
 - the breach cannot be remedied; or
 - you fail to remedy the breach within 10 days of our notice to you of that breach; or
 - if there is an emergency.
2. We may stop making the site (or any part of it) available without prior notice. If so, any orders that we have accepted will not be affected by this unless the products that have been ordered are no longer available or we are prevented from supplying the products, in which case, we will notify you and will refund to you all valid payments received by us for those products.

CHANGES TO TERMS AND CONDITIONS

1. For future orders, these terms may be different and so we recommend that you read these terms carefully each time you agree to them during the ordering process.
2. We will not change any terms and conditions for an existing order that has been accepted by us, the terms and conditions that will apply to the order are the terms and conditions that applied at the time you place your order.

PRIVACY

1. We respect your privacy. We collect, hold, use and disclose your personal information in accordance with the Privacy Act 1993. The manner in which we generally collect, hold, use and disclose your personal information is set out in our Privacy Policy.
2. We will collect your personal information through your use of the site or through your personal contact with us. You agree for us to collect, hold, use and disclose your personal information in ways we consider appropriate namely:
 - for the purpose of and incidental to providing our products and services to you in a secure way. This includes uses and disclosures which we require to operate the site; and
 - with, to and from third parties who provide services to us in relation to online shopping. These may include delivery service providers and organizations that assist us to check for or prevent unauthorized or fraudulent transactions.
 - for other purposes to which you consent to (either express or inferred consent).
3. You may access your personal information, by logging into your registered account or by contacting us.

CHANGE OF MIND

If the need arises, you are welcome to return the item if it is unused, in its original saleable condition and packaging, and with proof of purchase based on the following detailed terms:

1. You may request an exchange to the value of the purchase price of the goods up to 20 days after purchase. This can be arranged via our ALCOM team. Shipping costs will not be refunded or charged.
2. You may request a refund up to 10 days after purchase. Shipping costs will not be refunded and if the item was a free shipping item, the costs incurred to the company to ship the order will be removed from the refund total. Please enquire with the ALCOM Team for this shipping cost price prior to confirming your order. Please note there may be a restocking fee incurred for items that have been ordered in to fill the order.

