

WEBSITE TERMS & CONDITIONS

This agreement applies as between you, the User of this Website and Artigiano Imports Ltd, the owner(s) of this Website. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Website.

If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately. The Terms and Conditions policy applies to all purchases from the Artigiano Imports website (www.artigianoimports.co.nz).

DEFINITIONS

“Us” and “We” refers to Artigiano Imports (Artigiano Imports Ltd), 71b Washington Ave, Wellington, New Zealand;

“You” “anyone” refers to the user of the website

LEGAL AGE

It is illegal for us to sell liquor to you if you are under the age of 18.

Anyone using or purchasing from this web site warrants Artigiano Imports that they are 18 years of age or over.

The information you provide to us must be true and correct. It is an offence under the sale of liquor act to purchase or attempt to purchase liquor under the age of 18.

Any breach or failure of such warranty resulting in action against Artigiano Imports shall be fully indemnified by the customer.

Notwithstanding the above, we may refuse to accept your order at our sole discretion.

PRICING & ORDERS

Artigiano Imports Ltd reserves the right to alter prices at any time.

All prices quoted are in New Zealand Dollars (NZD\$) and are inclusive of Goods and Services Tax (GST).

We endeavour to supply advertised vintages, quantities and pricing, but all orders are subject to availability and confirmation by Artigiano Imports .

If any product ordered is unavailable or incorrectly priced we will contact you and advise you of the correct price, vintage and/or recommend a suitable substitute.

All goods remain the property of Artigiano Imports until payment has been confirmed. We reserve the right to limit any sale.

We will send all invoices and notices required under this agreement to the address (postal, fax or email) that you have nominated as your preferred method of contact. It is your responsibility to ensure that you keep us informed of any changes to your contact details.



DELIVERY & TRANSIT

Delivery will be by a New Zealand courier company, all deliveries must be signed for by someone 18 years old or over. Sufficient proof of age may be required on request (NZ Driver's Licence, 18+ Card or Passport) upon delivery of the products.

We will use our best endeavours to despatch orders no later than two business days after the day your order is received by us and you have received confirmation of your order from us via email or equivalent. We are not responsible for any failure to deliver or delay in delivery caused by any event outside of our reasonable control.

In the event that we fail to deliver any products, you may elect to cancel your order in respect only of the products not delivered unless we have contacted you and you have agreed to delivery at a later date.

Where we fail to deliver or delay delivery of your order or part of your order or where any loss is incurred by you in relation to such delivery and is within our control, our liability shall be restricted to payment of the cost of replacing the order or part of the order, as we may determine (in our sole discretion).

Advice regarding order shortages or damage in transit must be given to our Customer Services team no later than three days after receipt of products.

Delivery is complete when the products reach the address you have specified for delivery. We will be responsible for arranging the delivery of products unless you arrange otherwise with us.

Nothing in these terms entitles you to return the products as being surplus to your needs, or for any other reason other than set out herein.

CREDIT CARD PAYMENT

We use Stripe for our online credit and debit card transactions. Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry. We do not have access to your full credit or debit card number, as all data is transferred and secured by Stripe.

SITE CONTENTS & AVAILABILITY

Although the information provided in this site is presented in good faith and believed to be correct as at the date it was submitted, we make no warranties or representations about the accuracy or completeness of this site, its contents or the content of any web site linked to or from this site, nor do we undertake to keep this site updated.

We will not be liable for any damage, loss, claim or expense suffered as a result of the information on this site or any linked site not being accurate or updated.

If a product offered by Artigiano Imports is not as described, your sole remedy is to return the product in unused condition for a refund of the amount you paid.

Adjustments may be made without notice, prompted by changing market conditions.



LIABILITY

Whilst every endeavour is made by us Artigiano Imports to ensure best practice, we do not warrant that this site, its servers, or e-mail sent from Artigiano Imports are free of viruses or other harmful components or that information transmitted to us is secure at all times.

Artigiano Imports will not be liable for any damages of any kind arising from the use of this site or linked sites, including, but not limited to – direct, indirect, incidental, punitive, and consequential damages.

You must take your own steps to ensure that the process which you employ for accessing this site does not expose you to the risk of viruses or other forms of interference which may damage your computer system.

COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

Artigiano Imports permits you to access and make personal use of this site but no portion of it may be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without the express written consent of Artigiano Imports .

All rights, title and interest in all Intellectual Property and in all concepts, systems, written, graphic and other material relating to the Artigiano Imports Limited online shop and its contents is owned by, and shall at all times remain the exclusive property of Artigiano Imports Limited, its licensors and the providers of products accessible through Artigiano Imports wine's online shop, and is protected by New Zealand law and international shop?. Nothing in these terms and conditions shall constitute any licence of intellectual property rights to the Customer.

Any infringement of our intellectual property rights will be fully enforced under New Zealand law.

CONSENT TO RECEIPT OF ELECTRONIC MESSAGES

You agree by registering on this website that you expressly consent to your inclusion in our direct marketing database and accept that you may, as a result, receive regular electronic communications and promotional communications from us. You have the right to ask us at any time to stop sending online communications and promotional offers to you.

JURISDICTION

The website is provided for use by New Zealand residents. We make no representations that the website complies with the laws of any country outside of New Zealand. If you access the website from outside New Zealand, you do so at your own risk and you are responsible for complying with the laws in the place where you use the website when purchasing products online.

This agreement is governed by New Zealand law and any legal action against us must be taken in a Court in New Zealand.

AMENDMENTS

We may change the terms of this agreement by sending you notice (“amendment notice”) to that effect by your preferred contact method and supplying you with the amended agreement.

The agreement, as modified, will take effect from the date stated on the amendment notice but no later than 30 days following the date that we send the amendment notice.

