

ONLINE SHOP POLICIES



JOHN DEERE

AGrowQuip
NZ LTD



ONLINE ORDERING POLICY

On-Line Ordering

The Client acknowledges and agrees that:

- (a) AGrowQuip NZ Limited does not guarantee the website's performance;
- (b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website shall be subject to confirmation of acceptance by AGrowQuip NZ Limited;
- (c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades;
- (d) there are inherent hazards in electronic distribution, and as such AGrowQuip NZ Limited cannot warrant against delays or errors in transmitting data between the Client and AGrowQuip NZ Limited including orders, and you agree that to the maximum extent permitted by law, AGrowQuip NZ Limited will not be liable for any losses which the Client suffers as a result of online-ordering not being available or for delays or errors in transmitting orders;
- (e) when making a transaction through the website, the Client's information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technology as disclosed by AGrowQuip NZ Limited and/or displayed on the website. The encryption process ensures that the Client's information cannot be read by or altered by outside influences;
- (f) if the Client is not the cardholder for any credit card being used to pay for the Goods, AGrowQuip NZ Limited shall be entitled to reasonably assume that the Client has received permission from the cardholder for use of the credit card for the transaction.

AGrowQuip NZ Limited reserves the right to terminate the Client's order if it learns that you have provided false or misleading information, interfered with other users or the administration of AGrowQuip NZ Limited's business, or violated these terms and conditions.

SHIPPING AND DELIVERY POLICY

Expected Order Processing Time

The Client acknowledges and agrees that display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website shall be subject to confirmation of acceptance by AGrowQuip NZ Limited.

AGrowQuip NZ Limited expects to process online orders within 10 business days from receipt of order under normal trading conditions if the goods ordered are in stock. This timeframe may be affected by circumstances outside of AGrowQuip NZ Limited's control.

Delivery of Goods

Delivery ("Delivery") of the Goods is taken to occur at the time that:

- (a) the Client or the Client's nominated carrier takes possession of the Goods at AGrowQuip NZ Limited's address; or
- (b) AGrowQuip NZ Limited (or AGrowQuip NZ Limited's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.

AGrowQuip NZ Limited may deliver the Goods in separate instalments.

Any time specified by AGrowQuip NZ Limited for Delivery of the Goods is an estimate only. The Client must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery. AGrowQuip NZ Limited will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. In the event that the Client is unable to take Delivery of the Goods as arranged then AGrowQuip NZ Limited shall be entitled to charge a reasonable fee for redelivery and/or storage.

Shipping Charges and Costs

Shipping charges and costs will be shown in the cart at the time of order.

Payment Methods

Payments for online orders shall be made by debit card or credit card (Visa or Mastercard only) at checkout.

Order Tracking Information

Order tracking information will be provided when the goods are sent to the email address supplied by the customer.



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Returns and Exchanges

AGrowQuip NZ Limited may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of ten percent (10%) of the value of the returned Goods plus any freight.

AGrowQuip NZ Limited may in its absolute discretion accept non-defective Goods for return within fifteen (15) and twenty-four (24) days from the date of invoice in which case AGrowQuip NZ Limited may require the Client to pay handling fees of up to fifteen percent (15%) of the value of the returned Goods plus any freight costs.

Refunds

Refunds will be processed within 10 business days of being approved by AGrowQuip NZ Limited.

Where possible, refunds will be processed to the credit card/debit card that was used to place the order.

Refunds will only be issued in the following circumstances:

- (a) Where the goods are unavailable for supply at the time of the order, and the customer has requested for the unavailable goods to be refunded rather than placed on backorder, or substituted with similar goods;
- (b) Where goods have been returned and accepted by AGrowQuip NZ Limited for credit in line with the Returns and Refunds Policy

In the case where some of the goods on an order are unavailable for supply at the time of the order, and the customer requesting that the unavailable goods be refunded, the refund will only be for the value of the unavailable good(s). No portion of the freight cost will be refunded.

RETURNS AND REFUNDS POLICY

1. Defects

- 1.1 The Client shall inspect the Goods on Delivery and shall within fourteen (14) days of Delivery (time being of the essence) notify AGrowQuip NZ Limited of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford AGrowQuip NZ Limited an opportunity to inspect the Goods within a reasonable time following Delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which AGrowQuip NZ Limited has agreed in writing that the Client is entitled to reject, AGrowQuip NZ Limited's liability is limited to either (at AGrowQuip NZ Limited's discretion) replacing the Goods or repairing the Goods.
- 1.2 Goods will not be accepted for return other than in accordance with 1.1 above, and provided that:
 - (a) the Client provides evidence of the original invoice of the purchase of the Goods; and
 - (b) AGrowQuip NZ Limited has agreed in writing to accept the return of the Goods; and
 - (c) the Goods are returned at the Client's cost within fourteen (14) days of the Delivery date; and
 - (d) AGrowQuip NZ Limited will not be liable for Goods which have not been stored or used in a proper manner; and
 - (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 1.3 AGrowQuip NZ Limited will not accept the return of Goods for credit for Goods returned after twenty-four (24) days of the Delivery date.
- 1.4 AGrowQuip NZ Limited may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of ten percent (10%) of the value of the returned Goods plus any freight.

Subject to clause 1.1, non-stocklist items or Goods made to the Client's specifications are not acceptable for credit or return.

2. Warranty

- 2.1 The conditions applicable to the warranty given are:
 - (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Client to properly maintain any Goods or serviced item; or
 - (ii) failure on the part of the Client to follow any instructions or guidelines provided by AGrowQuip NZ Limited; or



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- (iii) any use of any Goods or serviced item otherwise than for any application specified on a quote or order form; or
 - (iv) the continued use of any Goods or serviced item after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (v) fair wear and tear, any accident or act of God.
- (b) the warranty shall cease and AGrowQuip NZ Limited shall thereafter in no circumstances be liable under the terms of the warranty if the defect is repaired, altered or overhauled without AGrowQuip NZ Limited's consent.
- (c) in respect of all claims AGrowQuip NZ Limited shall not be liable to compensate the Client for any delay in either replacing or remedying the defective Goods or Services or in properly assessing the Client's claim.
- 2.2 For Goods not manufactured by AGrowQuip NZ Limited, the warranty shall be the current warranty provided by the manufacturer of the Goods. AGrowQuip NZ Limited shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 2.3 The conditions applicable to the warranty given on Goods supplied by the Seller are contained on the "Warranty Documentation" that will be supplied with the Goods.
- 2.4 AGrowQuip NZ Limited may in its absolute discretion accept non-defective Goods for return within fifteen (15) and twenty-four (24) days from the date of invoice in which case AGrowQuip NZ Limited may require the Client to pay handling fees of up to fifteen percent (15%) of the value of the returned Goods plus any freight costs.

Refunds

Refunds will be processed within 6 business days of being approved by AGrowQuip NZ Limited.

Where possible, refunds will be processed to the credit card/debit card that was used to place the order.

Refunds will only be issued in the following circumstances:

- (a) Where the goods are unavailable for supply at the time of the order, and the customer has requested for the non-supplied goods to be refunded rather than placed on backorder or substituted with similar goods;
- (b) Where goods have been returned and accepted by AGrowQuip NZ Limited for credit in line with the Returns and Refunds Policy

In the case where some of the goods on an order are unavailable for supply at the time of the order, and the customer requesting that the unavailable goods be refunded, the refund will only be for the value of the unavailable good(s). No portion of the freight cost will be refunded.