



Website Terms of Use

Misco Joinery Limited — *misco.kiwi*

1. APPLICATION OF TERMS

- 1.1 These Terms apply to your use of the Website. By accessing and using the Website:
- (a) you agree to these Terms; and
 - (b) where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2 If you do not agree to these Terms, you are not authorised to access and use the Website, and you must immediately stop doing so.

2. CHANGES

- 2.1 We may change these Terms at any time by updating them on the Website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Website, you agree to be bound by the changed Terms.
- 2.2 We may change, suspend, discontinue, or restrict access to, the Website without notice or liability.
- 2.3 These Terms were last updated on 23 June 2026.

3. DEFINITIONS

In these Terms:

including and similar words do not imply any limit;

Loss includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis;

Misco, we, us or our means Misco Joinery Limited (NZCN 4514301);

personal information has the meaning given in the Privacy Act 2020;

Privacy Policy means our privacy policy published at misco.kiwi/privacy-policy;

Terms means these terms and conditions titled Website Terms of Use;

Underlying System means any network, system, software, data or material that underlies or is connected to the Website;

Website means misco.kiwi;

You means you or, if clause 1.1(b) applies, both you and the other person on whose behalf you are acting.

4. YOUR OBLIGATIONS

- 4.1 You must provide true, current and complete information in your dealings with us, and must promptly update that information as required so that the information remains true, current and complete.
- 4.2 You must:
- (a) not act in a way, or use or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the Website or any Underlying System, or otherwise attempt to damage or interfere with the Website or any Underlying System; and
 - (b) unless with our agreement, access the Website via standard web browsers only and not by any other method. Other methods include scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction or monitoring method.
- 4.3 You must not, without our prior written permission:
- (a) republish, sell, rent, sub-license, reproduce, duplicate, copy or redistribute material from the Website;
 - (b) frame, deep-link to, or otherwise present the Website or its content in a manner that is deceptive or implies any sponsorship, endorsement or approval that does not exist;
 - (c) use the Website or any of its content to compete with us or for any commercial revenue-gathering purpose; or
 - (d) alter, modify or interfere with the Website or its content.
- 4.4 You must obtain our prior written permission to establish a link to the Website. Permission requests should be sent to marketing@misco.kiwi. We may grant, refuse and/or withdraw our permission in our sole discretion.
- 4.5 You indemnify us against all Loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms.

5. INTELLECTUAL PROPERTY

- 5.1 We (and our licensors) own all proprietary and intellectual property rights in the Website (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and look and feel), and the Underlying Systems.

6. DISCLAIMERS

- 6.1 The Website provides general information about Misco's joinery products and services. The information is provided in good faith but is not a substitute for professional advice. We make no warranty or representation as to the accuracy, completeness, currency or fitness for any particular

purpose of the information on the Website. Any reliance on information on the Website is at your own risk.

- 6.2 To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss in connection with:
- (a) the Website being unavailable (in whole or in part) or performing slowly;
 - (b) any error in, or omission from, any information made available through the Website;
 - (c) any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the Website. To avoid doubt, you are responsible for ensuring the process by which you access and use the Website protects you from this; and
 - (d) any site linked from the Website. Any link on the Website to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.
- 6.3 We make no representation or warranty that the Website is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the Website is not illegal or prohibited, and for your own compliance with applicable local laws.

7. LIABILITY

- 7.1 To the maximum extent permitted by law:
- (a) you access and use the Website at your own risk; and
 - (b) we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the Website, or your access and use of (or inability to access or use) the Website. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.
- 7.2 Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of the New Zealand Consumer Guarantees Act 1993 or any other consumer protection law that cannot be excluded. To the extent our liability cannot be excluded but can be limited, our liability is limited to NZ\$100.
- 7.3 To the maximum extent permitted by law and only to the extent that clauses 7.1 and 7.2 do not apply, our total liability to you under or in connection with these Terms, the Website, or your access and use of (or inability to access or use) the Website must not exceed NZ\$100.

8. PRIVACY

- 8.1 We collect, hold, use and disclose personal information in accordance with our Privacy Policy and the Privacy Act 2020. Our Privacy Policy forms part of these Terms.

9. SUSPENSION AND TERMINATION

- 9.1 Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to the Website (or any part of it).
- 9.2 On suspension or termination, you must immediately cease using the Website and must not attempt to gain further access.

10. GENERAL

- 10.1 If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications.
- 10.2 These Terms, and any dispute relating to these Terms or the Website, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms or the Website.
- 10.3 For us to waive a right under these Terms, the waiver must be in writing.
- 10.4 Clauses which, by their nature, are intended to survive termination of these Terms (including clauses 4.5, 5, 6, 7 and 10.1) continue in force.
- 10.5 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 10.6 These Terms set out everything agreed by the parties relating to your use of the Website and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms.