

These Terms and Conditions are part of your agreement with Vickers Marketing Limited when products are sold by us.

The agreement between you and us for any Vickers Home account that we agree to make available to you is made up of:

- *Confirmation letter confirming Vickers Home repayment terms (confirmation letter the Terms and Conditions set out herein.*
- *Any order form/confirmation summary;*
- *Our Privacy Policy and*
- *Others eg: Disclosure Form or any Customer Variation Form/other relevant documents*

Together, the Agreement

“Agreement” means any agreement you may from time to time enter into with us by signing a Disclosure Form or any Customer Variation Form and these terms and conditions are deemed to be incorporated into each Agreement.

We will email these Terms and Conditions to you directly when you submit a Vickers Home application. They are also available to download from our website www.vickersfirstaid.com or by post if requested.

Some words and expressions have special meanings in these Terms and Conditions. You can find an explanation of these meanings in the glossary in clause 40.

Please read these Terms and Conditions thoroughly and if you do not understand anything please contact us for more information or seek independent advice before signing.

1. Contacting Vickers Marketing Ltd (you can contact us in any of the following ways):

- Freephone 0800 5 0800 5 during business hours (8.30am - 5.00pm Monday to Thursday & 8.30am – 4.00pm Fridays) Calls are also free from your cell phone.
- Post, PO Box 15, Levin 5510
- Email: sales@vickersfirstaid.com

2. How to Apply for a Vickers Home Account:

You can apply for a Vickers Home Account with us by completing the online application at www.vickersfirstaid.com and clicking the “apply for account” button or by contacting our freephone number. To complete your application, you must

- be 18 years old or over
- provide proof of identity (for example drivers licence, passport, Community Services Card)
- provide us information about your income and expenses so we can complete a suitability and affordability assessment

We aim to contact you to confirm the information supplied in your application. We will then consider your application and if your application is successful, we will finalise your application by contacting you directly. If your application is not successful, we will also contact you and let you know why.

We at our sole discretion reserve the right to not make a Vickers Home Account facility available to you, refuse credit (including any increase of credit), refuse any variation of terms of a Vickers Home Account requested by you and/or discontinue our trading relationship with you. However, we are obliged to comply with all our obligations to you under all applicable laws such as the CCCFA, FTA and CGA and this does not limit your rights under such laws.

3. Payment Options:

We accept the following payment options - Cash, direct credit to our bank account, EFTPOS (in store only) and Credit/ Debit card (MasterCard and Visa).

4. How to Place an Order:

You can either log into your online Vickers Shop account on our website at www.vickersfirstaid.com or contact our office on our freephone number to place an order.

When you make an order, you will be provided with a copy of your order that will state the total purchase price and payment schedule relevant to that order. You will need to check the details in the order and confirm whether or not the order is accepted.

5. Initial Payments to be made before Dispatch:

If you have a Vickers Home Account and this is your first purchase with us, but you have not yet provided us with a bank statement, you agree that we can take up to two initial direct debit or automatic payments from you (in the amount notified to you in the Confirmation Letter) before we dispatch the product(s) purchased by you. This enables us to validate your bank account details before any products are dispatched.

6. Credit Limits:

If you have a Vickers Home Account with us the initial credit limit for your Vickers Home Account is \$400.00 which can be used to purchase products from our website.

Eligibility and amount of any subsequent credit limit increase will be subject to responsible lending criteria and/or inquiries including a review of your payment/purchase history, your repayment instalment amounts and our assessment of your updated affordability and suitability form.

7. Ongoing Purchases:

These Terms and Conditions cover all current **future purchases with us** unless they are updated which we may do from time to time. Any updated Terms and Conditions will be published on our website.

8. Right of Cancellation:

If you have a Vickers Home Account, you have rights under the CCCFA to cancel it and/or any product(s) purchased using your Vickers Home Account facility. You must give us written notice of cancellation within 10 working days after the date you received your Confirmation Letter or product(s).

To cancel you must advise us you intend to cancel the Agreement or Product(s) by contacting our Customer Service Team on 0800 5 0800 5, completing and returning the cancellation section on your purchase agreement or emailing the notice to sales@vickersfirstaid.com.

If

- You cancel your Vickers Home Account or Product(s) and have already made any payments towards any products we will apply these payments (after making due calculations) to any other existing monies under the Vickers Home Account that you may owe us.
- We have not dispatched the relevant product to you, your payments will be refunded in full.
- If we have dispatched the products to you but you have not received them, we will refund your payments in full once the products have been returned and received back by in appropriate condition.

9. Fees & Interests:

You agree that we may charge the following fees, which may be subject to change from time to time. Our current fees can also be found on our website at www.vickersfirstaid.com

- a. Vickers Home Account Establishment Fee (non-refundable): \$30.00 (charged when opening an account, payable in instalments)

- b. Cancellation Fee: Nil
- c. Missed Payment Text: \$0.30
- d. Vickers Home Account in arrears Letter: \$3.00
- e. Missed/Dishonoured Payment Fee: \$0.00 (Please Note: your bank may charge you a dishonour/honour fee)
- f. Vickers Home Account Maintenance Fee: \$3.00 per month
- g. Interest: Nil
- h. Field Visit Fee: \$50.00 (if we are required to visit you in person to secure new payment authority)
- i. Refund Fee: \$10.00 (we will not charge this for your 1st refund I but any subsequent refund will incur this fee)
- j. Service / Repair Fees: If a product is returned but is not covered under any warranty you may be liable for service, repair, parts, and freight charges. These will be explained to you before any repair work commences and if we agree can be added to your Vickers Home Account.

10. Personal / Contact Information:

It is your responsibility to advise us of any change in your contact information (address, phone & email etc) including as provided to us in any Vickers Home application form. You will be deemed to have received any correspondence from us including email 10 days after we have sent it to the most recent email/postal address you have provided us.

11. Vickers Home Account Statements:

If you have a Vickers Home Account, Statements will be issued to you by email or post every 45 days. They are also available anytime by request or by signing into your online account. As mentioned in paragraph 10, it is your responsibility to ensure we have your correct and current contact information.

12. Payments:

- a. Payments are your responsibility so please ensure you have the funds available when your payment is due.
- b. We have NO control over the time your bank actions your payments. Most banks process transactions several times during a day so we recommend you check with your bank to clarify what their policy is so you can ensure payments are made to us when due.
- c. If you have a Vickers Home account, we require at least 2 working days' notice if you wish to alter a payment amount, due date, or frequency for payments under your Vickers Home account. To alter your repayments in any way you will need to submit a formal request by phone, email, or text for us to consider at our sole discretion and we will respond and confirm by mail, email, or text. We do not charge fees or penalties for alterations to your payment schedule however if an alteration is agreed by us and it means that it will you longer to pay off your Vickers Home account, we may at our sold discretion review your Vickers Home account including its credit limit.
- d. Payments due on public holidays if you have a Vickers Home account: if you are paying by Direct Debit and your payment falls due on a Public Holiday which banks are not open for business, we will take your payment on the next available normal working day (e.g. if Monday is a holiday, we will take your payment on Tuesday).
- e. If you have a Vickers Home account, Payment for any products purchased using your Vickers Home account will be by Direct Debit or Automatic Payment as set out in the relevant order confirmation or as otherwise agreed with us. If you do not make a payment on or by its due date, then we may suspend your access to further credit under your Vickers Home account until we receive regular payments from you.
- f. If you have a Vickers Home account, you are permitted to make prepayments at any time towards any future purchase of a product from us. If you prepay and do not purchase the product at a later date a \$10.00 processing fee will apply if we are required to refund you on more than one occasion.
- g. If you have a Vickers Home account, payment authority forms must be from a bank account in your (the customers) name. We do not take payments from anyone else's account on your behalf.
- h. If you elect to take advantage of our Vickers Home account credit facilities, you are required to sign an Automatic Payment form or provide authority for us to accept Direct Debits. The payment authority must remain active until all amounts owing by you to us have been paid in full. If the authority to accept Direct Debits or Automatic Payment direction is terminated before the completion of all payments on your account, then you agree to provide a new authority for us to accept Direct Debits or Automatic Payments to ensure

the payments continue and the contract for the purchase of products from us is satisfied in full. We will not be liable for any bank fees (including dishonour fees) charged by your bank.

13. What to do if you suffer unforeseen Hardship:

If you have a Vickers Home account we recognise the unforeseen happens so if you are unable to reasonably keep up with your payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause and you reasonably expect to be able to meet your obligations if your Vickers Home account was the, the CCCFA gives you a right to apply for a change in your Vickers Home account in one of the following ways:

- a. the term of your Vickers Home account is extended, and the amount of each payment reduced; accordingly, or
- b. the dates on which payments are due are postponed for a specified period; or
- c. the term of your Vickers Home account is extended and the dates on which payments are due are postponed for a specified period.

If you wish to apply for a change to your Vickers Home account, it must be in writing and either emailed or posted to us. It must also specify the reasonable cause (for example illness, injury, loss of employment, or end of a relationship) for your inability to meet your obligations under your Vickers Home Account. Do this as soon as possible as if you leave it too long, we may not be obliged to consider your application.

We are also happy to discuss other alternative options with you and if you have questions in the first instance you should contact us directly on 0800 5 08005 or email sales@vickersfirstaid.com

Alternatively, we recommend you consider seeking legal advice and/or contacting moneytalks.co.nz, a free budgeting service can provide you with contact information for organisations to assist you such as Christians Against Poverty, FINCAP etc.

14. Delivery, Risk and Damaged Products:

- a. You are responsible for the products, including for any damage to the products, from the time the products are dispatched to you. If the parcel arrives and it is apparent that the packaging has sustained damage, please try first to refuse delivery from the courier driver.
- b. If products are damaged in transit, you should, if possible, take a picture of the damaged product and notify us immediately by calling our Customer Service Centre 0800 5 08005 or email sales@vickersfirstaid.com.
- c. Delivery shall be complete on arrival of the products at the address specified in your order confirmation and we will not be liable for any items missing or damaged after they have been delivered to this address except where you open the package after delivery and discover damage inside the package that was not apparent on delivery, or you open the package after delivery and discover a product is missing.
- d. In the case of damaged or incorrectly supplied products, we will arrange for a replacement or refund.
- e. You shall be responsible for any necessary assembly and installation.
- f. We only supply to residential addresses within New Zealand, please ensure the correct delivery address for your order as we may not be able to change these details after the order has been placed.
- g. We do not take responsibility for orders that are missing due to incorrect information given by you.
- h. For customers in rural areas, where your order is being sent to a rural address it may be delivered by a rural delivery courier. If the rural delivery service does not offer receipt confirmation and a signature cannot be obtained, please note if your delivery goes missing, Vickers Marketing cannot pursue any entitlements to reclaim your item with the couriers. As an alternative your order can be delivered to a local pick-up point for collection. Should you wish to send your order to a pickup point this will need to be confirmed at the time of placing your order.
- i. We will endeavour to deliver products in a timely manner, but we will not be liable for late delivery and in particular if due to circumstances beyond our control. Please notify us within 14 days following the dispatch date of your order if you have not received an item.

- j. If no one is at home when the delivery is made the courier will leave a card to call for you to arrange redelivery. Legislative, governmental, or other prohibitions or restrictions, fire, flood, hostilities, or other causes beyond our reasonable control.

15. Products Not Available/Back Orders:

Where the supply of your ordered product(s) is delayed or prevented for reasons beyond our control we will make every effort to keep you informed but shall be under no liability to you for such a delay. We will contact you to inform you of the delay and, if applicable, discuss whether any alternative products are available. Should you wish to cancel your order because of the delay we will refund the amounts you have paid to us toward the purchase price of the relevant product.

16. Returns:

If you were sent the wrong products, or the products are faulty, then contact us and we will exchange or replace your product (unless the fault cannot be remedied or is of a substantial character, in which case you have rights under the CGA to return the product for a refund). We will accept returns if you change your mind but only if you return the product within 10 days of delivery and the products are in the same condition in which they were originally delivered. Where you return any products to us because you have changed your mind, or where the products are not defective or faulty, we reserve the right to charge you the full freight cost of the return of those products. If you need to return a product for any reason, please call us on 0800 5 0800 5 and we will confirm arrangements and advise if any charges are applicable.

17. Warranties:

Our products may come with a manufacturer's warranty, in addition to your rights under the CGA (Consumers Guarantees Act). You should be aware that most manufacturer's warranties, and your rights under the CGA, will not apply where: the product has been incorrectly installed, you or someone else has damaged the product, the product has not been used or maintained according to manufacturer's instruction, the product has been misused, not used for normal domestic purposes or you have failed to follow any product user guide supplied with the product (including where you have failed to complete any required maintenance for the product such as software updates, regular cleaning or changing the filters), the defect is caused by accident, neglect, misuse or you have tried repairing the product yourself or used a non-authorized repair agent.

If the issue is not covered by the CGA or the warranty supplied with the product, we may arrange for a quote for the full repair cost to be submitted for your approval. There may be an assessment fee charged by the repair agent, and this will be payable by you should you choose to not proceed with the repair.

18. Delivery Charges:

- a. Under 3kg \$15.00
- b. 3kg to 12kg \$25.00
- c. Over 12kg and Drop Shipped (from supplier) such as BBQ, Fridge, Dryer etc \$50.00 - \$100.00
- d. Dangerous Goods (E Scooters, Hoover Boards etc) may incur a surcharge relative to destination

COVID (and such exceptional circumstances) Deliveries: Couriers etc will update their delivery protocols from time to time in response to such things as COVID whereby they will not require a signature on delivery. Vickers Marketing Ltd will endeavour to keep you advised as best we can but accepts no responsibility for items that are lost / stolen under these circumstances. We recommend if you ensure someone is at your address if you cannot be home when your item is due or provide us an alternative delivery address.

19. Consumer protection:

We will supply products and services to you in accordance with our obligations at law and with the (CGA, FTA, CCCFA) and other applicable laws. Should any products or services we supply to you fail to meet the statutory

guarantees under the CGA or we are in breach of the CGA, FTA, CCCFA or other applicable law in supplying the products or services, we will provide you with the remedies you are entitled to under the CGA, FTA and CCCFA or other applicable law. Those remedies include being liable to you under the CGA and FTA for reasonably foreseeable loss or damage you suffer arising from the failure of the products or services. Nothing in any Agreement or these terms conditions is intended to have the effect of contracting out of the CGA, FTA, CCCFA or other statutory right that you may have at law. Nothing in these terms and conditions, including under clause 18 below, limits your rights or your access to remedies from us, or limits our liability to you under the CGA, FTA or CCCFA

20. Liability:

This clause is only intended to apply where you are not entitled to remedies under the CGA, FTA or other applicable law. Where you are not entitled to remedies under the CGA, FTA or other applicable law, then our liability to you is limited to; repairing or replacing products; or an amount equivalent to the purchase price of the products, where our liability arises directly or indirectly from any breach of our obligations under these terms and conditions, and we will not be liable for any consequential, indirect, or special damage or loss of any kind. Please contact us in the first instance if you think your products are faulty or defective or that we otherwise have any liability to you.

21. Property and Title in Products:

If you fail to meet your obligations under these Terms and Conditions or under your Vickers Home account, all products belong to Vickers Marketing Ltd until paid for in full. In the event you default on your obligations and do not respond to our attempt to contact you, Vickers Marketing may be entitled to repossess its goods and/or commence recovery action for any outstanding monies including at law or in equity assigning its rights, title, and interest in such goods under this agreement and at any time. You authorise Vickers Marketing Ltd to use the information provided to them to assist in the recovery of any goods/debts including passing such information to a 3rd party for recovery. The third party is also authorised to add any reasonable costs incurred in recovery of any debt.

22. Collection of Customer Information:

You authorise us to collect, retain and use your personal information that you give to us in any application or order and which we may also collect from third parties for the following purposes: determining your ongoing creditworthiness (*we may share your personal information with companies which carry out credit check services*), administration and enforcement of any Agreement or Vickers Home account which you have with us, marketing and promoting our products and services to you and market research. We may also collect your personal information through recording your calls to us, including telephone sales. We may use those recordings for training and for verification purposes. We collect and use your personal information to verify your identity, including your driver's licence number, passport number or other identity information. We may disclose that personal information to third party providers to carry out such identity verification. We may carry out identity verification at any time during our dealings with you. Information that you provide to us must be true, complete, and correct. If you decide not to provide some or all personal Information to us, we may not be able to provide our services to you. You may request access to, and ask for correction of, any personal information we hold about you at any time. Where possible, we will collect personal information directly from you, but otherwise it may be provided by others, including but not limited to, a credit reporter (as that term is defined in the Credit Reporting Privacy Code 2004). If you wish to obtain credit from us then you authorise us to collect, retain and use your personal information from our credit reporters for any of the purposes noted in this paragraph. Where you obtain credit from us, we may collect contact details from your next of kin which we use for the purpose of contacting you if we cannot contact you using the contact details you have provided us. We may collect personal information about you from those next of kin where we cannot contact you.

23. Disclosure of Customer Information:

We may provide your personal information to our employees, related companies, and our agents in the ordinary course of business, for any of the purposes noted above, credit reporters and credit agencies where you apply for credit from us and any person to whom we may sell or assign any part of our business including debt collection agencies or other contractors we may use from time to time. Your personal information provided to a credit reporter will be held by the credit reporter on its system and used to provide its credit reporting service and update its credit

reporting database. When other customers of the credit reporter use its credit reporting service, the credit reporter may give your personal information to those customers. If you default in your obligations to us, information about that default may be given to the credit reporter, and the credit reporter may give information about your default to other customers of the credit reporter. We may continue to use the credit reporter's services during the term of our Agreement(s) with you for purposes related to the provision of credit to you including receiving updates (if any) of personal information held about you

24. Security:

If you have a Vickers Home account, you will be required to set an online password and set a PIN when calling our office. It is your responsibility to protect your account details and password/s. We will not accept any liability if another person uses or has access to your Vickers Home account details. To safeguard your Vickers Home Account details, including your password or PIN, **do not share these with any other person or write these down anywhere that can be easily accessed by another person.**

25. Complaints:

If you are not satisfied with the service, you receive from us in the first instance you should contact us directly. We have an internal complaints process and undertake to investigate your concerns promptly and fairly. You may contact us to make a complaint by telephone on freephone 0800 5 0800 5 or by email on info@vickersfirstaid.co.nz.

If you have a Vickers Home Account, we are a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited ("FSCL"). If you are not satisfied by our response, you may refer the matter to FSCL by emailing info@fscl.org.nz or calling FSCL on 0800 347 257. Full details of how to access the FSCL scheme can be obtained on their website www.fscl.org.nz. There is no cost to you to use the services of FSCL.

26. Financial Service Provider:

Vickers Marketing Ltd is a registered on the Financial Service Provider Register. Our registration number is FSP518306.

27. Waiver:

We shall not be deemed to have waived any right or condition under these terms and conditions or an Agreement unless the waiver is in writing. Any such waiver will apply only to the particular dealing in respect of which it was given and not operate as a variation or modification of any Agreement. No delay by us in exercising all or any of our rights, remedies, and powers as a result of a breach by you of any covenant, condition or agreement will operate as a waiver of the breach or prevent us from exercising at any time all or any such rights, remedies or powers.

28. Variation of Terms and Conditions:

We may vary these terms and conditions from time to time. We will give you reasonable notice of any changes to these terms, update the terms on our website. Any varied Terms and Conditions will only apply to new orders and Vickers Home Accounts approved by us after the date of variation.

29. Breach of Contract:

All reasonable costs incurred by us (including legal fees and administrative costs) in relation to the recovery of amounts outstanding and the enforcement of our rights under any agreement, any Vickers Home Account you have with us, or these Terms and Conditions will be charged to you and form part of the balance owing on your Vickers Home Account (if you have one).

30. Refunds of credit balances:

If you have a Vickers Home Account and it is in credit due to overpayment, or the return of a product(s), please contact us to arrange for a refund of the outstanding balance.

31. Security Interest: You hereby acknowledge that we have a purchase money security interest (as defined in the PPSA) in the products purchased by you under your Vickers Home Account as security for your obligations to us under your Vickers Home Account or, where the products are the following consumer products, a security interest that is a purchase money security interest (as far as defined in the PPSA): beds and bedding, cooking equipment,

medical equipment, portable heaters, washing machines, refrigerators, or any other consumer products specified under the CCCFA or its regulations.

If you fail to meet your obligations to us under your Vickers Home Account, then under our purchase money security interest we may be entitled to repossess and sell the products purchase by you. If the sale of the products is not sufficient to cover the whole of the liability owed to us, then you will be liable of any short fall.

You will not permit any security interest or possessory lien to be registered or exercised in respect of any products you have purchased. You must at our request, promptly execute and deliver any documents or do anything else required by us to ensure that our purchase money security interest constitutes a first ranking perfected security interest (as that term is defined in the PPSA) over the products, including providing us with any information we reasonably require to complete a financing statement or a financing change statement for registration on the PPSR, including promptly providing us with details of any change in your name or address. You will pay all costs incurred by us (including costs on a solicitor-client basis and debt collector's cost) in the protection or preservation or enforcement of our purchase money security interest, the recovery or attempted recovery of outstanding monies and the enforcement of these terms and conditions. You waive any right to receive a copy of the verification statement under the PPSA and agree to the extent permitted by law that nothing in sections 114(1)(a), 117(1)(c), 133 and 134 of the PPSA shall apply to these terms and conditions; and b. your rights as debtor in sections 116, 120(2), 121, 125, 127, 129 and 131 of the PPSA shall not apply to these terms and conditions.

32. Notices/Electronic Disclosure Consent through access to Website:

Subject to any other period imposed by law, you will be deemed to have received any notice we give you five days following the posting date of such notice. We will send any notices to you at the last address we have for you on our records.

If you have a Vickers Home Account, you hereby consent to receiving disclosure or other information required to be provided to you by us under the CCCFA or otherwise being disclosed in electronic form and by means of electronic communication (e.g. by email), including electronic communication which provides you with information to allow you to access any disclosure or other information from our website or other website maintained by us whereby you can access any disclosure or other information required to be provided to you by us under the CCCFA or otherwise.

33. Authority to Act:

An "Authority to Act" form enables someone else to Shop or enquire on you on your Vickers Home Account but does not change any payment arrangements. The third person cannot make changes to direct debit frequency or amounts. To provide someone with an Authority to Act call us on 0800 5 0800 5.

34. Termination of Agreements and Vickers Home Accounts:

Except as otherwise prohibited by law and without liability on our part we shall have the right to terminate any Agreement or Vickers Home Account (so far as it remains unperformed) wholly or in part and all sums outstanding shall become immediately due and payable to us if: You materially breach a material term of an Agreement or Vickers Home Account and fail to remedy that breach within 20 working days of our notice to you (or such longer time as is reasonable in the circumstances) or you become bankrupt.

35. Assignment:

The rights and obligations contained in these terms and conditions and any Agreement or Vickers Home Account are entirely personal to you and as such you may not assign or transfer such rights or obligations to any other person. You shall not at any time part with possession of any products purchased from us where any amounts remain owing on such products. We may assign all our rights and powers under these terms and conditions and any Agreement or Vickers Home Account and if we do so, then all Agreements or Vickers Home Account will continue the same terms, except that the amounts due under any Agreement or Vickers Home Account will be payable to the assignee and not us. We will give you at least one month's notice of any assignment by us.

36. Variation of an Agreement: Notwithstanding our obligations as a responsible lender we may vary the interest rate, fees, or charges under any Agreement or Vickers Home Account from time to time. If we do vary the interest rate, fees, or charges we will provide you at least one month's notice in advance of any such changes and comply with our disclosure obligations under the CCCFA.

Glossary Vickers Marketing Ltd “we” or “us” means Vickers Marketing Ltd or related company, its successors and assigns and anyone else claiming through Vickers Marketing Ltd. “CCCFA” means the Credit Contracts and Consumer Finance Act 2003 and includes any regulations under it. “CGA” means the Consumer Guarantees Act 1993. “PPSA” means the Personal Property Securities Act 1999. “PPSR” means the Personal Property Securities Register as maintained by the Registrar of Personal Property Securities. “Payment Schedule” means the schedule of payments set out in any Agreement or the invoice setting out the required payment in the Agreement. “You” means the person(s) named as the customer in any Agreement and if more than one each of them jointly and severally and includes your executors, administrators and successors and any permitted assignee of your rights under any Agreement. Any person signing on behalf of you covenants that they have the full authority to do so. All headings set out above are for convenience only, and do not affect the interpretation of the terms and conditions themselves. References to parties are references to us and you. References to any statute shall be deemed to be references to the statute as from time to time amended and includes provisions that substantially correspond to those referred to.