

METAL MANIA NZ.

– TERMS & CONDITIONS –

BY PURCHASING ANY PRODUCTS FROM METAL MANIA NZ, YOU ARE HEREBY AGREEING TO
THE PURCHASING TERMS & CONDITIONS.

THE TERMS OF THIS CONTRACT ARE LEGALLY BINDING AS OF 01/08/2025

PLEASE NOTE: IF YOU DO NOT AGREE TO OUR TERMS & CONDITIONS, YOU MAY NOT PURCHASE
FROM US.

SHOULD YOU NOT FULLY UNDERSTAND THESE TERMS & CONDITIONS, WE
ADVISE THAT YOU SEEK LEGAL ADVICE.

01/08/2025

The parties to this terms & conditions agreement are:

Metal Mania NZ (we) (us) (our)
you, the purchaser (you) (your)

Please carefully read our Terms & Conditions before you make a purchase as they apply to
any dealings with us, via our shopping platform(s), communication apps, or any other
dealings you have with us (Metal Mania NZ)

(1) CHANGES TO THESE TERMS:

(1) We may revise our Terms & Conditions (or any part of them), or add further terms and
conditions at our sole discretion, at any time by amending this page or the relevant
document setting out any part of our terms and conditions. Any changes to our terms and
conditions will not apply to orders made before the changes to the terms and conditions
have been made. If you do not agree with our Terms and Conditions, you may not purchase
products from us in any capacity.

(2) Please check this page and any other pages detailing our terms and conditions from
time to time to take notice of any changes we made, as they are binding to you.

(3) When practicable, we will endeavor to give you prior notice of any major changes to our
terms and conditions and provide you with an updated copy of the revised terms (or such
parts that have changed) via a post to one (or multiple) of our social pages.

(2) CHANGES TO OUR SALES PLATFORM(S):

(1) We may update any aspects of our sales process, including but not limited to: prices,
advertising, discounts and specials, payment methods, or discontinue products at our sole
discretion with no prior notification. Please note that any content on our sales pages may
be out of date at any given time, and we are under no obligation to update it.

(3) DELAY LIABILITIES:

(1) We (Metal Mania NZ) are not liable for any unforeseen delays, including but not limited
to: Shipping delays, dispatch delays, delays caused by late payment, or any delays on
behalf of the purchaser (you) or the supplier (us).

(4) DAMAGED GOODS:

(1) Should you receive damaged or faulty goods, we will replace or refund the products at
our sole discretion on a case-by-case basis and as assessed by us. should you wish to
return products please refer to our returns policy

(5) TERMS OF SALE:

- (1) Full payment is required before your purchase will be dispatched. should you fail to complete payment within 72 hours of ordering, (without a justified reason or extenuating circumstances which will be assessed by us on a case-by-case basis) your order will be cancelled and any payment will be refunded in the same way it was paid.
- (2) We reserve the right to cancel your order at any time as we see fit. In this event, we will notify you in whichever contact method you placed the order and refund any funds paid.
- (3) We reserve the right to ban you from future purchases (blacklist) as we see fit should we believe you are attempting to scam/defraud us (Metal Mania NZ).

(6) CONTENT STANDARDS:

- (1) The content standards set out in this clause 6 ("CONTENT STANDARDS") apply to any and all material of any kind which you contribute to our sales platform(s) and/or social media pages, regardless of whether they are contributed through any interactive services or not.
- (2) You must comply with the spirit and the letter of the Content Standards, which apply to each part of any contribution as well as to its whole.
- (3) Contributions must be accurate (where they state facts) genuinely held, (where they state opinion) and comply with with all applicable law in New Zealand and in any country from which they are posted .

(4) CONTRIBUTIONS MUST NOT:

1. Contain any material which is critical of us or which may be likely to damage our reputation or goodwill in any way (if you have any concerns or issues with us, they should be raised directly with us in private, and you may email us at metalmaniacshop@gmail.com for that purpose.
2. Contain any material which is defamatory of any person;
3. Contain any material which is obscene , offensive, hateful, or inflammatory.
4. Promote sexually explicit material.
5. Promote violence.
6. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
7. Infringe any Copyright, database right, trademark, or other intellectual property right of any other person.
8. Be likely to deceive or mislead any person.
9. Be made in breach of any legal duty owed to a third party, such as a contractual duty, fiduciary duty or a duty of confidence.
10. Promote any illegal activity or activity in contravention of our Terms & Conditions.
11. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
12. Be likely to harass, upset, embarrass, alarm or annoy any other person.
13. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
14. Give the impression that they emanate from or are authorized by us, if this is not the case; and/or
15. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

(7) EVENTS OUTSIDE OF OUR CONTROL:

(1) We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under a contract that is caused by any act or event beyond our reasonable control (“EVENT OUTSIDE OUR CONTROL”)

(8) SUSPENSION AND TERMINATION:

- (1) We will determine, in our sole discretion, whether there has been a breach of our Terms and Conditions. When a breach has occurred, we may take such action as we deem appropriate.
- (2) Failure to comply with our Terms and Conditions may result in our taking all or any of the following actions:
1. Temporary or permanent withdrawal of your right to use our sales platform(s)
 2. Temporary or permanent removal of any posting or material uploaded by you to our site(s)
 3. Issue of a warning to you.
 4. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
 5. Further legal action against you; and/or
 6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
 7. However, the potential responses are not limited to those described above, and we may take any other action we reasonably deem appropriate. To the extent permitted by law, we exclude liability for actions taken in response to breaches of our Terms and Conditions.