



Corporate Account Application

Please read and accept our Terms and Conditions and policies in the other attached document.

Fill out and sign this form then scan and email it to info@thecore.co.nz.

PAYMENT DETAILS

Please indicate how your account will be paid.

Credit terms, paid on the ____ of the month via bank transfer

Paid upfront before collection

I accept the attached Terms and Conditions and policies. I acknowledge that the company is liable for all repairs lodged under this account.

Name: _____

Date: _____

Signed: _____

Corporate Accounts

The following terms and conditions apply to the use of Corporate Accounts with The Core. Please refer to our Privacy Policy which also forms part of our Terms of Service.

We take the privacy of our corporate clients very seriously and our signup system ensures that all immediate parties have complete control over user data and customer information.

Your company/personal information is collected so that we can provide you with the benefits of receiving special offers, discounts and promotions on our products and services.

CREDIT TERMS

Not all customers are guaranteed access to credit terms. Unless told otherwise, you must pay all invoices in full before your devices are returned. Our standard payment terms are 20th of the month following the invoice date for any repairs or purchases, unless otherwise arranged with one of our account managers. Our preferred method of payment is by bank transfer. Please be sure to send remittance notices to info@thecore.co.nz promptly after payment has been made. You will be notified by our finance department in relation to outstanding payments and these cases will be passed over to our debt collection agency if no action is taken.

Privacy Policy

We collect personal information from you, including information about your:

- Name
- Contact information
- Computer or network
- Interactions with us
- Billing or purchase information

We collect your personal information in order to provide goods and services to you.

Providing some information is optional. If you choose not to enter your personal information, we'll be unable to provide information about goods and services that you have purchased or requested from us.

You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us at info@thecore.co.nz, or 09 363 2001, or 111 Newton Road, Eden Terrace, Auckland 1010, New Zealand.



Warranty

The Core provides a warranty on all repairs unless otherwise stated. The warranty only covers faults of or caused by parts installed or the repair itself. Physical damage voids your warranty. Warranty duration is as follows:

- Logicboard repairs – 3 months
- Computer repairs, excluding logicboards – 12 months
- Phone and tablet repairs, excluding logicboards and batteries – lifetime
- All other repairs – 12 months

Lifetime Definition

A 'lifetime' warranty lasts for the greater of 12 months after the repair or when the product is marked 'vintage' or 'obsolete'

Terms and Conditions

1. GENERAL

1.1 This website, The Core and domain name (thecore.co.nz), (the "Site") is a shopping website where you can browse, select and order refurbished Electronic Products and parts for Electronic Devices as well as order repairs for your Electronic Devices from The Core Electronics Limited ("The Core", "Core", "us" or "we").

1.2 Your access to and use of the Site, including your order of Products and repairs through the Site, is governed by these terms and conditions ("Terms").

1.3 Please read these Terms before accessing or using the Site. If you are under 18 years of age, then you must obtain your parent or guardian's consent before accessing and using the Site.

2. COMPLIANCE

2.1 You agree to be bound by, and comply with, these terms and conditions. In addition to these terms. If you do not accept these Terms, you must immediately refrain from using this Site or placing an order from this Site.

2.2 You agree to comply with all relevant laws relating to your use of the Site and your placement of any order through the Site in accordance with these Terms.

3. PLACING AN ORDER FOR PRODUCTS

3.1 You may order Products by selecting and submitting your order through the Site in accordance with these Terms.

3.2 Any order placed through this Site for a Product is an offer by you to purchase the particular Product for the price shown on the Site (including the delivery and other charges and taxes) at the time you place the order. All orders are subject to availability and confirmation of the order price.

3.3 We may ask you to provide additional details or require you to confirm your details to enable us to process any orders placed through the Site.

3.4 You agree to provide us with current, complete and accurate details when asked to do so by the Site.



4. PRICING AND AVAILABILITY

4.1 Where applicable, prices are inclusive of GST. Delivery costs will also be charged; such additional charges are clearly displayed where applicable and included in the 'Total ' where displayed at checkout.

4.2 The Site may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right (at our absolute discretion) to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We reserve the right to refuse to fill any orders that you may have placed based on information on the Site that may contain errors or inaccuracies, including, without limitation, errors, inaccuracies or out-of-date information regarding pricing, shipping, payment terms, or return policies.

5. ACCEPTANCE AND REJECTION OF AN ORDER

5.1 When you place an order, you will receive an acknowledgment e-mail confirming receipt of your order. This email will only be an acknowledgment and will not constitute acceptance of your order.

5.2 Each order placed for Products through the Site that we accept constitute a separate legally binding agreement between you and us for the supply of those Products. For each order accepted by us, we will:

(a) provide you with an email confirmation of that order as soon as practicable after you have placed your order and made payment; and

(b) supply the Products in that order to you in accordance with these Terms.

5.3 Whilst we try and ensure that all details, descriptions and prices which appear on this Site are accurate, errors (including processing errors) may occur. If we discover an error in the price or payment of any Products which you have ordered, we will inform you of this as soon as possible and in this instance, we reserve the right to reject your order.

5.4 If we reject an order placed through the Site, then we will endeavour to notify you of that rejection at the time you place the order or within a reasonable time after you submit your order.

6. PAYMENT

6.1 Upon receiving your order, we carry out a standard pre-authorisation check on your payment card to ensure that there are sufficient funds to complete the transaction. Products will not be dispatched until this pre-authorisation check has been completed.

6.2 During the pre-authorisation check it will affect your available funds balance however the funds will not yet have been received by us. Your card will be debited once the order has been accepted and the pre-authorisation check is complete.

7. BACK ORDERS

7.1 If we determine that we do not have a particular Product in your order in stock, then we will use reasonable endeavours for 30 days from the date of your order being placed to order the relevant Products ("Back Ordered Products"). In this instance, we will notify you of the relevant Back Ordered Products and the anticipated delivery date.

8. COMMERCIAL SALES

8.1 We may in our sole and absolute discretion refuse to accept your order where we believe that you are



placing any order for commercial purposes.

9. DELIVERY OF PRODUCTS

9.1 We will only deliver Products ordered through the Site to a location where we provide delivery services.

9.2 The delivery fee to deliver your order to the Delivery Address depends on the type of Products you order (in particular, the size and weight of the Products) (“Delivery Fee”) and Delivery costs are applied to the order prior to the order being submitted, the costs will be in NZ dollars.

9.3 You agree to comply with certain delivery requirements specified below and such other requirements that we notify you when you place your order through the Site.

9.4 You agree to comply with certain delivery requirements specified below and such other requirements that we notify you when you place your order through the Site.

9.5 We may require the person accepting the delivery of your order to: provide us with proof of that person’s identity (including photographic identification). If the order has been paid by credit card, then we may also ask you to show us the credit card for us to conduct our verification checks.

9.6 If there is no one or no appropriate person at the Delivery Address to receive the order or, if you are required to be present at the time of delivery and you are not present at that time, then we will not deliver the Products you have ordered. In this instance, you will be left a note by our logistics provider with instructions on where and how to collect your order.

9.7 You acknowledge and agree that any person at the Delivery Address who receives the Products is authorised by you to receive your order.

10. RISK AND TITLE

10.1 Risk and title to the Products passes to you on the date and time of delivery to the Delivery Address.

11. CANCELLING AN ORDER

11.1 We may cancel any part of an order (including any orders that we have accepted) without any liability to you for that cancellation at any time if:

- (a) the Products in that order are not available;
- (b) there is an error in the processing of your order;
- (c) there is an error in the price or the Products description posted on the Site for the Products in that order;
- (d) we reasonably believe your order has been placed in breach of these Terms; or
- (e) you have asked us to cancel your order in accordance with section 11.3 below.

11.2 If we cancel any part of an order, then we will endeavour to provide you with reasonable notice of that cancellation, and will not charge you for the cancelled order. We will refund the amount paid by you for any order cancelled by us where applicable.

11.3 You may cancel an order (whether it is accepted by us or not) by contacting one of our stores during Contact Hours at any time prior to the dispatch of that order. Once the order has been dispatched for delivery to you any return of the Products will be in accordance with, our Returns Policy. You can view our Returns Policy [here](#)



12. REFUNDS

12.1 We will not accept a request to return and refund purchased goods where you have simply changed your mind, made a wrong selection or have simply found the goods cheaper elsewhere. We recommend you carefully preview any orders before adding them to your shopping card and confirming your order.

12.2 Where we may be required to refund your payment as your order has been rejected, cancelled, we have approved your request for a refund, or for any other reason, we will use our best endeavours to process your refund within a timely manner. Refunds will be made by us via the method of payment you used to make your online purchase. The time it takes for you to actually receive a refund will depend on how quickly your financial institutions processes the refund.

13. FEES AND CHARGES

13.1 We will charge you, and you agree to pay, the purchase price of each Products that is ordered, the Delivery Fee and any other fees and charges set out in these Terms.

13.2 All fees and charges identified in these Terms and all prices for the Products include GST where applicable.

13.3 The purchase price of each Product is shown on the Product list on the Site at the time you place your order. The purchase price of a Product on the Site may not be the same or correspond to the prices in any of our stores for the same Product and we are not obliged to match any prices.

13.4 Just like in our stores, prices for Products change from time to time and we do not provide any notice of these changes. Subject to these Terms once we have accepted your order, we will not change any prices that apply to the Products in that order.

13.5 If you cancel an order, then:

(a) subject to 13.5(b), we will refund any amounts paid by you for that cancelled order;

(b) we will not refund the Delivery Fees where the Products in your cancelled order have been dispatched for delivery.

14. DIAGNOSTICS AND REPAIRS

14.1 Diagnostics are subject to a courier charge both ways should the customer not own an iOS device and/or elect to not receive a courier bag from us for the purpose of delivery.

14.2 A diagnostic fee will be charged for the diagnosing service with exception of iOS devices where a repair has been pursued.

14.3 No repairs will be carried out until you have accepted the quote communicated by us.

14.4 Should you accept the quote, we will carry out repairs in a diligent and timely manner.

14.5 We reserve the right to use refurbished replacement parts when deemed suitable.

14.6 We will retain any part replaced as part of the Services as our property, and the replacement Product will become your property.

14.7 Full payment must be received before items will be returned to customers. If payment is not made in full within 30 days of first notice of completed job, the item will be considered abandoned and full ownership will transfer to The Core.

14.8 If we inspect the Device for Repair and determine, in our sole discretion, that:

the Device for Repair is not damaged or defective (including, without limitation, because any failure is due to



incompatibility with software or data residing or recorded on the Device for Repair); or additional labour or parts are required that were not specified in the original Quote and you do not accept our revised Quote,

we will return the Device for Repair to you following receipt of the Diagnostic Fee.

14.9 We accept no responsibility for any loss of client software, loss of client data, damage incurred whilst in transit or misuse by a third party. We therefore, advise that clients back up their devices to an external source.

14.10. We warrant our Parts provided as part of Services against defects under normal use for a period of 90 days from the date of delivery of the Product. The benefit conferred by this warranty is in addition to all rights and remedies available to you under any consumer protection laws and regulations applying in respect of the Products and/or Services, including, without limitation, the Consumer Guarantees Act 1993 (NZ).

15. PAYMENT METHODS

15.1 You may pay the fees and charges for an accepted order using the following payment methods:

Internet banking

the following credit cards:

(a) MasterCard;

(b) Visa;

(c) Any other payment methods as notified by us on the Site from time to time.

15.2 Please note we are unable to accept American Express as a payment type for any order.

15.3 If we are unable to successfully process your credit card payment for your order that is accepted by us, then we may notify you of dishonour and cancel your order.

15.4 If you choose to pay by credit card, you authorise us to debit the amount that is payable for an accepted order from your nominated credit card or account.

15.5 We will provide you with a receipt at time of shipment which specifies the total fees and charges for the Products in the order.

16. LIABILITY

16.1 Subject to clause 16.2, we will not be liable to you for indirect and consequential loss (including without limitation for loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind) or loss or corruption of data, in contract, tort, under any statute or otherwise (including negligence) arising from or connected to the use or inability to use the Site, the information contained on the Site and this agreement.

16.2 Where any law implies in this agreement any term, and that law voids or prohibits provisions which exclude or modify the operation of such term, then the term is taken to be included in this agreement. However, our liability for breach of such term will be, if permitted by law, limited to one of the following remedies (at our option):

(a) In the case of information, the resupply of the information;

(b) in the case of services: the resupply of the services; or the payment of the cost of resupply; and

(c) in the case of goods: the replacement of the goods, the supply of equivalent goods, the repair of the goods; the payment of the cost of replacing the goods (or of acquiring equivalent goods), or the payment of the cost of having the goods repaired.

16.3 While we have appropriate security systems in place which protects the Site, we cannot guarantee that the



Site or any data transmitted from the Site is totally secure, free from viruses, fault or other conditions which may damage or interfere with your computer systems, hardware or any electronic devices as a result of your use to the Site. You agree that your use of the Site is at your own risk.

16.4 Nothing in these Terms are intended to limit, modify or exclude any rights which you may have by law (including the Consumer Guarantees Act 1993 (“CGA”)) which cannot by law be limited, modified or excluded.

17. INTELLECTUAL PROPERTY RIGHTS

17.1 You:

- (a) acknowledge that the copyright in the Site, the software, design, text and graphics comprised in the Site, the selection and layout of the Site and the content and materials on the Site (together, the “Materials”) are owned by or licensed to us;
- (b) must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, distribute in any way or communicate to the public a Material without our prior written consent; and
- (c) must not frame or embed in another website any of the material appearing on this Site without our prior written consent.

17.2 You may:

- (a) store a reproduction of the content on this Site on your local computer for the sole purpose of viewing the content and Materials; and
- (b) print hard copies of the content and Materials for the sole purpose of viewing and purchasing Products but not for any other use, including commercial use.

17.3 This Site contains registered trade marks and other trade marks which are protected by law. You must not use any of the marks or trade marks appearing on the Site or our name or the names of our related bodies corporate without our prior written consent. You must not use any of the other company, product and services marks on the Site that are owned by other third parties (including our suppliers) without obtaining the relevant third party owner’s consent.

18. TERMINATION

19.1 We may immediately suspend, terminate or limit your access to and use of the Site and (where relevant) your account if you breach these Terms and:

- (a) the breach cannot be remedied; or
- (b) you fail to remedy the breach within 10 days of our notice to you of that breach; or
- (c) if there is an emergency.

19.2 We may stop making the Site (or any part of it) available without prior notice and in our absolute discretion. If so, any orders that we have accepted will not be affected by this unless the Products that have been ordered are no longer available or we are prevented from supplying the Products, in which case, we will notify you and will refund to you all valid payments received by us for those Products.

19. CHANGES TO THESE TERMS AND CONDITIONS

19.1 For future orders, these terms may be different and so we recommend that you read these terms carefully each time you agree to them during the ordering process.



19.2 We will not change any Terms for an existing order that has been accepted by us, the Terms that will apply to the order, are the Terms that applied at the time you placed your order.

19.3 You agree that nothing in these Terms and conditions is intended to have the effect of contracting out of the provisions of the CGA except to the extent permitted by the CGA, and all provisions of these terms and conditions shall be read as modified to the extent necessary to give effect to that intention.

Returns Policy

We understand that sometimes you may need to return a product you have purchased from a The Core store (including the The Core online store). To assist you, we have set out below Returns Policy highlighting key points that you should know.

1. NEW ZEALAND CONSUMER GUARANTEES ACT

Our Returns Policy includes, and does not seek to exclude or limit, the rights you have under the Consumer Guarantees Act 1993 (if you are a consumer) and other relevant laws.

If you are a consumer under the Consumer Guarantees Act, in summary:

Our goods come with guarantees that cannot be excluded under the Consumer Guarantees Act. You are entitled to require us to remedy the failure within a reasonable time if the failure can be remedied. If we fail to do so, you can have the failure remedied elsewhere and obtain from us the reasonable cost of doing so, or you can choose to reject the goods. You can also reject the goods if the failure can not be remedied or if it is of a substantial character, or in such a case you can seek damages in compensation for any reduction in the value of the goods below the price you paid. If you reject the goods you are entitled to a replacement or refund. In addition to these remedies, you are entitled to damages for loss or damage resulting from the failure that was reasonably foreseeable as liable to result from the failure.

Your rights under the Consumer Guarantees Act are not limited by a defined time. However, the relevant time period for which a remedy may be available can vary from product to product, depending on factors such as the nature of the product and the price. As you can appreciate, the type of remedy we can offer you may also vary depending on how long it takes you to return the product to us.

2. HOW TO RETURN A PRODUCT?

Returning products to our store

If you:

wish to return a new or refurbished product; or

are entitled to a remedy under the Consumer Guarantees Act,

You may bring your product to the sales/service counter at any of our stores to have your product assessed.

i. Please retain your receipt

In order to obtain any remedy from us, you must provide us with clear proof of purchase. The proof of purchase may either be a:

receipt we issued; or

bank statement or credit card statement where the amount shown on the statement directly corresponds with the purchase price of the product (where multiple products were purchased in one transaction, this would limit our



ability to establish proof of purchase).

If we cannot be satisfied that you purchased the product from us, then we may elect whether or not to accept your product for return. For fraud prevention purposes, if you do not have a receipt, and we elect to give you a return we will need to record your personal details. For further information on our Privacy Policy, please click [here](#). ii. Product assessment Once proof of purchase has been established, if the product fault can safely and clearly be determined in store, we will offer you a refund, exchange, or repair. The available remedy will depend on whether the fault can be remedied and/or whether it amounts to a failure of a substantial character. In the case of new products which carry a manufacturer's warranty, we may at our own discretion notify them and request they repair or replace any defective goods. Where the product fault is uncertain, difficult or potentially dangerous to determine in store, we will need to consult with the manufacturer or repair agent to determine the fault and resolution. When we send your product to the manufacturer or their repair agent, we will ask them to assess the product and provide their assessment within a reasonable timeframe. Once the product is with the manufacturer or their repair agent, they will determine whether:

there is no fault found;

the product has been damaged or abused through misuse, abnormal use or negligent use.

there is a fault which can be repaired within a reasonable timeframe;

there is a fault of a substantial character found and you are to be offered the opportunity to reject the product or to seek damages in compensation for any reduction in value of the product below what you paid for it; or

Where the manufacturer's assessment finds that there is no fault with the product, or that the product has been damaged due to misuse, abnormal use or negligent use, we may require you to pay us for any fee incurred by us in connection with the assessment of your product, and the transportation. Unfortunately, The Core cannot offer a refund or exchange where there is no fault with the product, or the product has been damaged due to misuse, abnormal use or negligent use. However, in such case, we may offer you repair of your product at your cost.

3. FAQ

- a) What should I do if I am having difficulties with getting my product to work?
- b) We are of course available to help you and we may be obligated to help you under the Consumer Guarantees Act as well. You may contact us via email or come into one of our stores and talk to us directly.
- c) What should I do if the product I am returning contains electronic data such as digital photos, digital music etc.?
- d) If you need to return a product that is capable of retaining user generated data such as mobile phones, MP3 players, computers etc., please note that assessment and/or repair of the product may result in the loss of data. The Core recommends you save any data as a backup, external to the device where possible.
- e) What should I do if I have changed my mind and want to return a product?
- f) Please choose carefully as The Core does not normally accept return of products where you have simply changed your mind.
- g) What happens if I have purchased a product online and need to return it?
- h) Products purchased online can be returned if they are faulty, and the fault did not arise through any misuse, abnormal use or negligent use of the product. Please ensure you retain your receipt as proof of



purchase.

- i) If you wish to return the product by mail, you will need to coordinate this through our Customer Service Team on 0800 002 759 and follow their instructions on how to return the product. You can also return the product to our store. In both cases, the returns procedure will be in accordance with those terms set out in this Returns Policy with accordance to the Consumer Guarantees Act.