

# Terms & Conditions

Sans [ceuticals] is the trading name for Vincent Preparations Limited (referred to in these terms and conditions as Sans [ceuticals]).

The information contained within this document relates to the Sans [ceuticals] online store.

Please read these Terms & Conditions carefully as they contain important information including warranty disclaimers and limitations of liability.

## DISCLAIMER

The content of this website is general and is provided for information purposes only. The material on this website is not and should not be regarded as advice, including legal or medical advice. To the fullest extent permitted by law, Sans [ceuticals] does not give any express or implied warranties and makes no representations in relation to this website. In particular, while reasonable care is taken in its preparation, Sans [ceuticals] does not guarantee or warrant the accuracy, reliability, completeness or currency of the information on this website or its usefulness in achieving any purpose. Information on this website should not be used without validating that information from appropriate sources and obtaining professional advice where it is prudent to do so. You should make and rely upon your own assessments and enquires to verify the accuracy of the information provided.

In addition, to the fullest extent permitted by law, Sans [ceuticals] does not warrant that the website itself is free from any computer viruses or other defects or that your access to the website will be continuous or uninterrupted. Sans [ceuticals] accepts no liability arising from your access to this website.

We do not sell, trade, or rent your personal information to others. We may provide aggregate statistics about our customers, sales, traffic patterns, and related site information to reputable third-party vendors, but these statistics will include no personally identifying information. In summary, we are committed to protecting your privacy. We use the information we collect on the site to make browsing at our site as easy as possible and to enhance your overall shopping experience.

## GENERAL

Sans [ceuticals] may vary these terms and conditions at any time by publishing a revised version of the terms and conditions on this website.

The law applicable to this website is the law of the New Zealand.

## SHIPPING AND SHOPPING

Definitions and Application

1. In these Terms of Trade, "Sans [ceuticals]" means Vincent Preparations Limited trading as Sans [ceuticals], 'you' means the organisation or individual who is ordering product on the website, and the "Products" means the Sans [ceuticals] products which may be ordered on the website.

2. These Terms of Trade apply to any purchase of any Products by you from this website which are delivered in New Zealand and internationally.

## SHIPPING FEE

Please refer to [sansceuticals.com/shipping-returns](https://sansceuticals.com/shipping-returns) for our most up-to-date shipping fee's & details.

## DELIVERY

1. Where the Order is to be delivered to a New Zealand address, Sans [ceuticals] will:
  - a. Use reasonable endeavors to deliver the Order within 10 working days (Monday–Friday excluding official public holidays) from the date the Order was submitted by you; and
  - b. Send the Order by courier where the Order is to be delivered to a street address or by New Zealand Post where the Order is to be delivered to a PO Box.
2. Where the Order is to be delivered to an International address, Sans [ceuticals] will:
  - a. Use reasonable endeavors to deliver the Order within 20 working days from the date the Order was submitted by you; and
  - b. Send the Order by registered mail.
3. You will be required to sign for all deliveries made by registered mail and couriers.
4. Sans [ceuticals] is not responsible for delays caused by adverse weather conditions or the customs clearance process.
5. In the case that our carrier is unable to deliver a package due to an incorrect address entered by you, your refusal to pay duties, multiple failed attempts to reach you at point of delivery, or otherwise, Sans [ceuticals] is not responsible for payment of return shipping costs or costs to resend the package. You are responsible for all shipping costs associated with returned packages due to failed delivery.

## ORDERS

1. To submit an order for Products (Order), you must:
  - a. Create an account with Sans [ceuticals] on this website by registering your details and creating a username and password; and
  - b. Complete and submit the online order through your Sans [ceuticals] account.
2. Sans [ceuticals] reserves the right to refuse any Order. In such case, Sans [ceuticals] will notify you as soon as reasonably practicable and refund to you any payment in full.
3. All products ordered are for personal use and gifting only. They must not be resold in any form or any place; Sans [ceuticals] reserves the right to take legal action against unauthorised and unofficial sale of goods.

## PRICES AND PAYMENT

1. All prices on the website are in New Zealand dollars and are inclusive of GST. Prices are subject to change without notice.
2. The amount payable to Sans [ceuticals] for an Order (Order Amount) will be the total of the following amounts:
  - a. The sum of the price of each Product ordered as indicated on the website at the time of submitting the Order (Product Subtotal);
  - b. The cost of delivery determined in accordance with Delivery stated above, and
  - c. The sum of any other fees which Sans [ceuticals] levies from time to time and which you have agreed to pay by providing your electronic consent (e.g. subscription fees).
3. Where the Order is to be delivered to an International address, the amount of GST will be deducted from the price of each Product ordered.
4. You must pay the Order Amount by credit card at the time of submitting the Order. Sans [ceuticals] accepts Visa, Mastercard, or American Express.
5. Where the Order is to be delivered to an International address, you may need to pay customs charges and/or duty fees as levied by your local government in addition to the Order Amount. Sans [ceuticals] is unable to provide advice on these charges.

6. Inner Circle rewards and benefits are not transferable, not redeemable for cash and are non-refundable.
7. Promo codes ("Discounts") are one-time offers and not transferable, not redeemable for cash and are non-refundable. Discounts are limited to one per customer and may not be combined with other offers.

## LIMITATION OF LIABILITY

Subject to the provisions of consumer protection legislation that cannot be excluded, Sans [ceuticals] accepts no liability arising from the information on this website, or on websites linked from this website, being incorrect, incomplete or misleading. To the fullest extent permitted by law, Sans [ceuticals] will not be liable for any loss, damage, cost or expense incurred in or arising by reason of any person relying on the information on this website. Where conditions and warranties implied by law cannot be excluded, Sans [ceuticals] limits its liability, where it is entitled to do so, to the resupply of the relevant service and goods, or paying you the cost of that resupply.

## INTELLECTUAL PROPERTY

### COPYRIGHT

All content on this website, including text, graphics, logos, photographs, audio and video clips and data compilations is the property of Sans [ceuticals] or its content suppliers and protected by New Zealand and international copyright laws. The compilation of all content on this site is the exclusive property of Sans [ceuticals] and protected by New Zealand and international copyright laws.

### TRADEMARKS

Sans [ceuticals] and all related graphics, photographs, logos, and product and service names are trademarks (both registered and unregistered) of Sans [ceuticals] or its affiliates in other countries. These trademarks, logos and other proprietary graphics may not be used in connection with any other product or service without Sans [ceuticals]'s express prior written consent.

### LICENCE AND SITE ACCESS

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You are granted a limited, revocable, and non-exclusive right to create a hyperlink to [www.Sans \[ceuticals\].com](http://www.Sans [ceuticals].com) so long as the link does not portray Sans [ceuticals], its affiliates, or their products or services in a false, misleading, derogatory or otherwise offensive manner. If requested by Sans [ceuticals], you must remove any hyperlink to this website contained on your website or any other digital content. You may not use any Sans [ceuticals] logo or other proprietary graphic or trade mark as part of the link without Sans [ceuticals]'s express prior written consent.

### THIRD PARTY WEBSITES

Sans [ceuticals] may include links on this website to websites owned by other parties. Sans [ceuticals] is not in any way responsible for the material contained on these sites, nor is Sans [ceuticals] responsible for the

availability of these sites. Sans [ceuticals] does not endorse and is not responsible or liable for any content, including advertising or products offered on these sites, nor is Sans [ceuticals] responsible for any damage, offence or loss caused as the result of visiting these websites.

Sans [ceuticals] recommends that before you visit any website you check that your computer is running up-to-date virus checking software.

## TERMS OF TRADE

If you purchase any products via this website, you must agree to Sans [ceuticals]'s Terms of Trade.

## SECURITY

Sans [ceuticals]'s credit card transactions are fulfilled by a banking institution authorised under the laws applicable to this website. When collecting credit card information for online purchases, Sans [ceuticals] offers secured server transactions that encrypt your information in transit to prevent others from accessing it. All information is stored on a secure server. Your credit card details are encrypted and then removed from our system once your order has been dispatched.

Although Sans [ceuticals] engages all reasonable efforts to safeguard the security of your information, transmissions made on or through the internet cannot be guaranteed to be entirely secure. Please contact your financial institution immediately if you become aware of unauthorised use of your account.

You will need to register to use certain parts of this website. When registering, you will be required to nominate a username and password. You must keep this username and password safe and must not disclose this information to any third party. If you become aware of unauthorised use of your account, please notify us immediately.

## COOKIES

If your web browser is set up to accept cookies, a cookie will be stored on your hard drive when you visit Sans [ceuticals]'s website. Cookies allow Sans [ceuticals] to collect information about your computer, which may include your IP address (a number assigned to your computer when you register with an Internet Service Provider), type of browser, operating system, domain name, and the details of any website which has referred you to this website. Sans [ceuticals] uses cookies to track and collect information about which parts of Sans [ceuticals]'s site and newsletter (including links to other websites) are being visited by you.

Cookies also allow Sans [ceuticals] to recognise your computer while you are on Sans [ceuticals]'s site, and to send you to the country of origin and language you selected on your first visit to Sans [ceuticals]'s site. This information is used to maintain the quality of our service and to provide tracking and statistics regarding the use of our website.

If you would rather not have this information stored on your computer, you can configure your browser so it does not accept cookies. However, if you disable cookies you may not be able to access all parts of this website, including the purchase section.

## LIABILITY

1. Without limiting Sans [ceuticals]'s legal rights arising from any failure by you to make a payment in accordance with these Terms of Trade, Sans [ceuticals] reserves the right, in its absolute discretion, to take any of the following actions against you if you fail to make such a payment:

- a. withhold supply and dispose of the Products requested in the Order, and/or
- b. refuse to deal further with you, and Sans [ceuticals] will not be liable to you for any loss or damage directly or indirectly resulting from any such action.

2. To the fullest extent permitted by law, the Products are sold and information is rendered to you on the understanding that you have sole responsibility for determining the suitability of the Products for the purposes for which you intend to use them.

3. Subject to the following "No Warranty" clauses and to the fullest extent permitted by law, the liability of Sans [ceuticals] for any loss or damage suffered by you as a result of Sans [ceuticals] breaching its obligations under these Terms of Trade or other tortious duty (including arising by reason of defects in the Products) is limited to a refund or replacement of the relevant Products.

#### **NO WARRANTY**

1. Subject to the following clauses and to the fullest extent permitted by law, Sans [ceuticals] gives no warranty in respect of the Products.

2. For consumers the Products come with non-excludable warranties and guarantees under consumer protection legislation, such as that Sans [ceuticals] is the rightful owner, the Products are reasonably fit for their usual purpose, are of acceptable quality, and match any description or sample. If Sans [ceuticals] breaches any of these non-excludable warranties or guarantees, you are entitled, at your option, to a refund or replacement of the relevant Products, and to compensation for any reasonable foreseeable loss.

3. You may also have express rights of action against Sans [ceuticals] under consumer protection legislation if Sans [ceuticals] supplied defective Products to you that cause you injury, loss or damage.

#### **REFUNDS AND RETURNS POLICY**

Only items purchased on the Sans [ceuticals] website can be returned to sansceuticals.com for refund or exchange. Items purchased in a department store, specialty retailer or elsewhere must be returned to their original point of purchase.

Should you make an error when ordering online, Sans [ceuticals] will gladly exchange your item for the item you intended to purchase. The returned item must be unopened and in its original saleable condition. You are responsible for the shipping and additional postage charges.

In the unfortunate event that you react to a product, you have the option of exchanging or refunding it. All items must be returned to:

**Sans [ceuticals]**  
Unit 2, Level 3, 58 Surrey Crescent  
Grey Lynn  
Auckland 1021  
New Zealand  
[enquiries@sansceuticals.com](mailto:enquiries@sansceuticals.com)

The customer is responsible for the shipping costs incurred when sending the items back to Sans [ceuticals].

Should an item be damaged while it is being shipped to you by us, Sans [ceuticals] will provide you with a full refund or exchange. Return postage will be reimbursed in case of damaged, defective or incorrectly sent items and a reimbursement will be issued in the original form of payment.

In all cases, original proof of purchase must be provided and products must be returned within 14 days of receipt for Sans [ceuticals] to process any refund or exchange. Please email [enquiries@sansceuticals.com](mailto:enquiries@sansceuticals.com) in advance of your intentions to return or exchange a product, so that Sans [ceuticals] staff can assist you with a smooth transaction.

Please retain your postal receipt from the provider until you are certain your parcel has been safely received by Sans [ceuticals]. We may need to see this if we fail to receive your package.

We will do our best to process returns within 5 business days of receipt and a reimbursement will be issued in the original form of payment.

## **FORCE MAJEURE**

If Sans [ceuticals] is delayed or hindered in or prevented from performing any of its obligations under any Order by reason of any event or circumstance beyond its reasonable control, Sans [ceuticals] will have no liability to you in respect of such non-performance and the time for performing the same will be extended until the event or circumstance has ceased.

## **GST**

1. Where Sans [ceuticals] makes a Taxable Supply to you under or in connection with these Terms of Trade or in connection with any matter or thing occurring under these Terms of Trade and the consideration otherwise payable for the Taxable Supply does not include GST, Sans [ceuticals] will be entitled, in addition to any other consideration recoverable in respect of the Taxable Supply, to recover from you the amount of any GST on the Taxable Supply.

2. In these Terms of Trade, 'GST' means the tax payable on Taxable Supplies under the GST Legislation, 'GST Legislation' means the Goods and Services Tax Act 1985 and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax and 'Taxable Supply' has the meaning given to it in the GST Legislation.

## **GENERAL**

1. If any provision of these terms is found by a court of competent jurisdiction to be invalid, such term shall be severed and the remaining terms shall be unaffected (in this instance the parties shall use reasonable endeavors to negotiate a suitable substitute provision).

2. To the fullest extent permitted by law, these Terms of Trade together with the Order (as accepted by Sans [ceuticals]), the Legal Notice on the website and Sans [ceuticals]'s Privacy Policy constitute the whole agreement between the parties and supersede all prior discussions and agreements between them.

3. Orders and these Terms of Trade will be governed by the law applying in New Zealand and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Auckland, and the courts complement to determine appeals from those courts, with respect to any proceedings that may be brought at any time in relation to these Terms of Trade.