

May 2022

These Terms and Conditions ('Terms') are part of your agreement with Door Shop Private Limited when products are ordered or purchased by you from us.

These Terms also form part agreement between you and us for Door Shop Home Account that we agree to make available to you, which is made of:

- *these Terms;*
- *any Confirmation letter confirming Door Shop Home repayment terms;*
- *any order form/confirmation summary;*
- *our Privacy Policy (you can find this at <https://www.doorshop.co.nz/terms-and-conditions/>)*
- *any Disclosure Form or any Customer Variation Form*
-

together, the 'Agreement'.

We will email these Terms to you directly when you submit a Door Shop Home Account application. They are also available to download from our website www.doorshop.co.nz or by post if requested.

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

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

1. Contacting Door Shop Private Ltd

(you can contact us in any of the following ways):

- Freephone 0800 26 76 76 during business hours (8.30am - 5.00pm Monday to Thursday & 8.30am – 4.00pm Fridays) Calls are also free from your cell phone.
- Post-103A,Harris Road,East Tamaki ,Auckland 2013
- Email: support@doorshop.co.nz

2. How to Apply for a Door Shop Home Account

You can apply for a Door Shop Home Account with us by completing the online application at www.doorshop.co.nz 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 driver's licence, passport, Community Services Card)
- provide us information about your income and expenses so we can complete a suitability and affordability assessment.

After you submit your application, we will contact you by phone to confirm the information supplied in your application. We will then consider your application and if it is successful, we will finalise your application *and send you a letter of confirmation with initial disclosure requirements* 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 Door Shop Home Account available to you, refuse credit (including any increase of credit), refuse any variation of terms of a Door Shop 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 payments made by way of cash, direct credit to our bank account and credit and debit cards (MasterCard and Visa).

4. How to Place an Order

You can either log into your online Door Shop Home Account on our website at www.doorshop.co.nz 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 repayment schedule relevant to that order. You will need to check the details in the order and confirm whether the amounts and the repayment schedule in the order are accepted. If you have made other orders with us and there are payments outstanding, the repayment schedule we send will also include the repayment details of those other orders.

5. Initial Payments to be made before Dispatch

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

Eligibility and the amount of any subsequent credit limit increase to a Door Shop Home Account will be subject to various factors including, without limitation, responsible lending criteria, inquiries including review of payment/purchase history, existing and proposed repayment instalment amounts and/or assessment of an updated affordability and suitability form.

7. Ongoing Purchases

These Terms cover all current and future purchases. As per clause 27, we may update our Terms from time to time, and if updated, the updated Terms will apply to those future purchases.

8. Right of Cancellation

To cancel you must advise us you intend to cancel the Agreement or order 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 support@doorshop.co.nz

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

If

- You cancel your Door Shop Home Account or order and have already made any payments towards any products we will apply these payments (after making due calculations) to any other existing monies under your Door Shop 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 us 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.doorshop.co.nz

1. Door Shop Home Account Establishment Fee (non-refundable): \$30.00 (charged when opening an account, payable in instalments)
2. Cancellation Fee: Nil
3. Missed Payment Text: \$0.30
4. Door Shop Home Account in arrears Letter: \$3.00
5. Missed/Dishonoured Payment Fee: \$0.00 (Please Note: your bank may charge you a dishonour/honour fee)
6. Door Shop Home Account Maintenance Fee: \$3.00 per month
7. Interest: Nil
8. Field Visit Fee: \$50.00 (if we are required to visit you in person to secure new payment authority)
9. Refund Fee: \$10.00 (we will not charge this for your 1st refund I but any subsequent refund will incur this fee)
10. 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 Door Shop 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 Door Shop Home Account 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. Door Shop Home Account Statements

If you have a Door Shop 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 if your details change.

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 Door Shop 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 Door Shop 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 email, text, or post. If your repayment schedule is altered, we will also send you a letter confirming this and the revised repayment details. We do not charge fees or penalties for alterations to your payment schedule, but if an alteration is agreed by us and it means that it will you longer to pay off your Door Shop Home Account in full, we may at our sole discretion review your Door Shop Home Account, including its credit limit.
- d. Payments due on public holidays if you have a Door Shop Home Account: if you are paying by Direct Debit and your payment falls due on a Public Holiday when 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 (provided it is a working day)).
- e. If you have a Door Shop Home Account, payment for any products purchased using your Door Shop 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 Door Shop Home Account until we receive regular payments from you.
- f. If you have a Door Shop 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 Door Shop Home Account, payment authority forms must be from a bank account in your (the customer) name. We do not take payments from anyone else's account on your behalf.
- h. If you elect to take advantage of our Door Shop 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 Door Shop 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 Door Shop Home Account was changed, the CCCFA gives you a right to apply for a change in your Door Shop Home Account in one of the following ways:

1. a. the term of your Door Shop Home Account is extended and the amount of each payment reduced; accordingly, or
2. b. the dates on which payments are due are postponed for a specified period; or
3. c. the term of your Door Shop 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 Door Shop 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 Door Shop Home Account. We suggest you 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, please contact us directly on 0800 267676 or email support@doorshop.co.nz

Alternatively, we recommend you consider seeking legal advice and/or contacting the free budgeting service moneytalks.co.nz who will be able to assist and/or provide you with contact information for organisations that can help you further such as Christians Against Poverty and 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 on 0800 267676 or email supoort@doorshop.co.nz
- c. Delivery shall be complete on the arrival of the products at the address specified in your order confirmation and we will not be liable for any products missing or damaged after they have been delivered to such 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 of any product.

f. We only supply to residential addresses within New Zealand. Please ensure you supply 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, and if your delivery goes missing, Door Shop Pvt Ltd cannot pursue any entitlements to reclaim any product with the couriers. As an alternative, your order can be delivered to a local pick-up point for the 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, 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 a product.

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.

k. 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. Door Shop Ltd will endeavour to keep you advised as best we can but accepts no responsibility for products that are lost / stolen under these circumstances. We recommend if you ensure someone is at your address if you cannot be home when your products are due to be delivered or provide us an alternative delivery address.

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 any such 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 the relevant 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 is in the same condition in which it was originally delivered. Where you return any product to us because you have changed your mind, or where the product is not defective or faulty, we reserve the right to charge you the full freight cost of the return of any such product. If you need to return a product for any reason, please call us on 0800 267676 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. 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 the 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

1. a. Up to 2kg: \$20.00
2. b. 2kg to 12kg: \$30.00
3. c. Over 12kg and Drop Shipped (from supplier) such as BBQ, Fridge, Dryer etc: \$50.00 - \$100.00
4. d. Dangerous Goods (E Scooters, Hoover Boards etc): may incur a surcharge relative to destination.

19. Consumer protection

We will supply products and services to you in accordance with our obligations at law, including 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, you may be entitled to remedies under the CGA, FTA and CCCFA or other applicable law. 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, including under clause 19 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 or, in respect of a DSH Account, the Agreement, to the fullest extent permitted under law we will not be liable for any consequential, indirect, or special damage or loss of any kind.

21. Property and Title in Products

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

your ongoing creditworthiness (and we may share your personal information with companies which carry out credit check services), administration and enforcement of a Door Shop Account or Agreement you may 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 identifying 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 Door Shop 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 Door Shop Account details. To safeguard your Door Shop 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 267676 or by email at support@doorshop.co.nz

If you have a Door Shop Home Account, we are a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited ('FSCL'). If you are not satisfied with 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

Door Shop Private Ltd is registered on the Financial Service Provider Register. Our registration number is FSP615969.

27. Waiver

We shall not be deemed to have waived any right or condition under these Terms 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 these Terms or 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 from time to time. We will give you reasonable notice of any changes to these terms, and update the Terms on our website. Any varied Terms will only apply to new orders and Door Shop 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 or any Door Shop Home Account you have with us, or these Terms will be charged to you and form part of the balance owing on your Door Shop Home Account (if you have one).

30. Refunds of credit balances

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

31. Security Interest

You hereby acknowledge that a security interest (as defined in the PPSA) may arise in the products purchased by you under your Door Shop Home Account to secure performance of your obligations under the Agreement, or the payment of money payable under the Agreement, or both.

If you fail to meet your obligations to us under your DSH Account then to the extent of the security interest, we may be entitled to repossess and sell the products purchased by you and resell the products. If the sale of the products is not sufficient to cover the whole of your liability owed to us, then you will be liable for any shortfall.

You waive any right to receive a copy of the financing statement or verification statement in relation to any security interest that may arise 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 your rights as debtor in sections 116, 120(2), 121, 125, 127, 129 and 131 of the PPSA shall not apply to these Terms.

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 Door Shop Home Account, you hereby consent to receive disclosure or other information required to be provided to you by us under the CCCFA or otherwise be 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 make enquiries under or in respect of your Door Shop 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 267676 .

34. Termination of Agreements and Door Shop Home Accounts

Except as otherwise prohibited by law and without liability on our part we shall have the right to terminate any Agreement or Door Shop Home Account 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 Door Shop 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 any Agreement or Door Shop 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 any Agreement or Door Shop Home Account and if we do so, then all Agreements or Door Shop Home Accounts will continue the same terms, except that the amounts due under any Agreement or Door Shop 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 Door Shop 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

“CCCFA” means the Credit Contracts and Consumer Finance Act 2003 and includes any regulations under it.

“CGA” means the Consumer Guarantees Act 1993.

“Payment Schedule” means the schedule of payments set out in any Agreement or the invoice setting out the required payment in the Agreement.

“PPSA” means the Personal Property Securities Act 1999.

“PPSR” means the Personal Property Securities Register as maintained by the Registrar of Personal Property Securities.

“we” or “us” means Door Shop Private Ltd or related company, its successors and assigns and anyone else claiming through Door Shop Private Ltd.

“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.

In these Terms: All headings set out above are for convenience only, and do not affect the interpretation of the Terms 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.