

REFUND POLICY

Webb Group does not have to provide a refund if the Customer changes their mind about a particular purchase, so please choose carefully.
If the goods are faulty, Webb Group will meet its obligations under the Consumer Guarantees Act to provide a remedy.

In these terms: Webb Group means Webb Enterprises Limited trading as NZ Rockshop / KBB Music. The Customer means the purchaser of the goods and/or services and includes each and every person named as the purchaser and the purchaser's executors, administrators, authorised agents, successors and assigns.

1. Quotes / Price

- 1.1 All prices include GST and unless stated otherwise are exclusive of any freight, handling, installation, transfer fee or additional charges.
- 1.2 All goods are subject to availability. Goods are in stock at time of quoting unless noted. Quote is valid for 14 days from date of quote or until current stock is sold. Prices, specifications and options may vary if availability changes during this time. Individual item prices may differ if not purchased as part of the package structure.
- 1.3 A fee may be requested to transfer goods from another branch for the Customer to consider for purchase. The transfer fee is payable in advance and will be invoiced to the Customer. If the goods are purchased by the Customer, the transfer fee will be deducted from the purchase price (i.e. refunded). If the goods are not purchased, the fee is forfeited and is non-refundable.
- 1.4 Webb Group will not be bound by clerical errors or omissions whether in computation or otherwise in any quotation, acknowledgment or invoice and the same shall be subject to correction.

2. Special orders

- 2.1 If the Customer requests non-stock, specialist or individually specified goods that Webb Group does not currently stock, the Customer acknowledges that:
 - 2.1.1 Webb Group shall order the goods specifically on the Customer's behalf at the request of the Customer;
 - 2.1.2 The Customer is required to pay Webb Group a deposit amount of 50% of the purchase price (unless otherwise agreed);
 - 2.1.3 The deposit payable for any special order is non-refundable;
 - 2.1.4 A receipt will be issued for the non-refundable amount and a customer order will be established;
 - 2.1.5 An indication of likely delivery time will be given. This is an indication only and is not a guarantee of delivery on a specific date. While Webb Group will take all reasonable steps to ensure prompt delivery, Webb Group can not be held responsible for any delay in the special order, manufacturing, freighting and / or supply processes.

3. Layby Sale Agreements

- 3.1 If the Customer would like to purchase goods which are currently in stock but requests to pay for the goods by instalments over a set period of time, a Layby Sale Agreement shall be established between the Customer and Webb Group (Layby). The terms and conditions set out in this clause, along with the relevant terms and conditions set out in the Fair Trading Act 1986, shall apply to all Laybys.
- 3.2 The Customer must:
 - 3.2.1 Pay a deposit amount of at least 20% of the purchase price of the goods;
 - 3.2.2 Pay for the goods in full within 3 months of the date the Layby commenced (Layby Term);
 - 3.2.3 Make regular payments during the Layby Term;
 - 3.2.4 Obtain and keep a receipt / invoice for every payment.
- 3.3 Once the goods have been paid off in full, the Layby is complete and the Customer may take possession of the goods.
- 3.4 **Cancellation by the Customer** If the Customer wishes to cancel the Layby before it is complete, Webb Group shall refund amounts paid, less any Cancellation Charges as set out below.
- 3.5 **Cancellation by Webb Group** If the Customer has materially breached the terms of the Layby (e.g. goods are not paid for in full by the end of the Layby Term), the Layby may be cancelled by Webb Group. In this event:
 - 3.5.1 The Customer will be advised in writing that the Layby is overdue, at the address most recently provided by the Customer;
 - 3.5.2 The Customer will have 7 days to complete the Layby;
 - 3.5.3 If payment is not received in full within 7 days, the Layby will be cancelled, goods will be returned to stock and the Customer shall be reimbursed amounts paid less any Cancellation Charges as set out below.
- 3.6 **Cancellation Charges** In the event the Layby is cancelled in accordance with these terms, the following Cancellation Charges may be deducted from the amounts paid by the Customer:
 - 3.6.1 Administration costs including a one-off \$10 administration fee and \$5 fee per transaction (payment or other administrative function);
 - 3.6.2 Storage, insurance and handling costs at \$1 per day, from establishment of the Layby until the date the Layby is cancelled;
 - 3.6.3 Loss in value of the goods, calculated as the difference between the value of the goods when placed on Layby and the expected selling price on the date of cancellation;
 - 3.6.4 Credit card fees, freight costs and noted ancillary costs, if appropriate.
 All refunds are paid by Direct Debit to the Customer's nominated bank account; or a store credit may be requested; cash refunds are not an option at any time.

4. Payment

- 4.1 Payment is due on invoice, unless specifically arranged otherwise in writing. Payment is to be made in cash or in such other manner as Webb Group shall stipulate from time to time. Personal cheques are not accepted under any circumstances.
- 4.2 No goods or services may be charged without an authorised account. The Customer must complete Webb Group's Application for Credit Account and provide trade references. The Customer authorises Webb Group to collect, retain and use any information about them for the purpose of assessing their credit worthiness. Accounts must be approved by Webb Group head office (in its sole discretion). Any account will have an imposed and agreed credit limit. The Customer must pay in full by the 20th day of the month following the date of invoice. If the Customer's account becomes overdue, Webb Group reserves the right to place the account on a non-supply or cash only basis. Customer orders will not be accepted without a Customer purchase order number and/or the required formal authorised approval. Customers placing orders on account may be required to produce suitable identification in order to prevent fraudulent use of the account.
- 4.3 Notwithstanding anything else, all payments shall immediately become due to Webb Group if:
 - 4.3.1 The Customer fails to comply with any of the provisions of these terms and conditions
 - 4.3.2 The Customer sells or otherwise disposes of any unpaid goods without Webb Group's consent;
 - 4.3.3 Webb Group reasonably believes that the information which the Customer has provided in the application for credit is not correct and the Customer has failed to give correct information within 5 days of Webb Group's request;
 - 4.3.4 The Customer becomes insolvent, commits any act of bankruptcy, or if a receiver, liquidator or statutory manager is appointed over any of the Customer's assets or undertaking or the Customer makes or attempts to make an arrangement or composition with creditors.
- 4.4 Interest may be charged on any amount which is not paid within 5 days of the due date at the rate of 15% per annum calculated on a daily basis (default interest). Webb Group may suspend delivery of further goods or performance of further services until the account is paid.
- 4.5 All expenses, disbursements, legal costs (on a solicitor/own client basis) and/or debt collection agency fees incurred by Webb Group in the enforcement of any rights arising from these terms and conditions shall be paid by the Customer on demand from Webb Group. If not paid within 5 days of the date of the demand those costs shall incur interest at the default interest rate set out above.

5. Webb Group Warranty

- 5.1 Webb Group offers the Customer the express warranty set out below. This warranty is over and above any guarantee or warranty provided under the Consumer Guarantees Act and does not limit the Customer's legal rights under that Act.
- 5.2 Subject to the terms set out below, Webb Group warrants that goods:
 - 5.2.1 Will be free from defects in materials and/or workmanship;
 - 5.2.2 Are of merchantable quality;
 - 5.2.3 Are fit for the purpose as described; and
 - 5.2.4 Will perform in accordance with their specification.
- 5.3 The warranty is subject to the following coverage periods:
 - 5.3.1 New goods are covered by a full twelve (12) month warranty from the date of purchase
 - 5.3.2 Used goods / second-hand goods are covered for ninety (90) days from the date of purchase.
 See Rocksore Extended Warranty terms and conditions for any extended warranty term.
- 5.4 Webb Group's liability under a warranty claim is limited to repair or replacement of the goods, at its sole option.
- 5.5 Goods are subject to a "return to base" warranty and are to be returned to the nearest branch. The Customer is liable for all freight charges.

- 5.6 The warranty is extended to the original purchaser only and is not transferable to subsequent owners. Proof of purchase is a condition precedent to warranty coverage, the invoice must be retained.
- 5.7 All matters involving this warranty and its applications must be referred to Webb Group, under no circumstance will the manufacturer deal directly with any matter involving the warranty of the goods.
- 5.8 Webb Group shall not be liable for any consequential loss of any kind, direct, consequential or incidental, including - but not limited to - damage arising to any other products that may have been connected; revenues (loss of income) generated by the use of the product; inconvenience; costs incurred by the client while the goods are being inspected / repaired or inability to use the product to the extent that such may be disclaimed by law.
- 5.9 Any service or repairs provided or attempted by anyone other than Webb Group or a Webb Group authorised agent are done at the Customer's own risk and will void this warranty.
- 5.10 Warranty does not cover:
 - 5.10.1 Damage or deterioration of the goods resulting from accident, misuse, neglect, negligence or wilful act.
 - 5.10.2 Damage as a result of operation other than in accordance with the operating instructions, including but not limited to, improper or incorrect installation, incorrect setting of the controls, any support relating to user error, reformatting or recovery of data.
 - 5.10.3 Normal wear and tear: including, but not limited to, cosmetic damage, paint or product finish, change in tonal characteristics.
 - 5.10.4 Goods that have been modified or altered in any way, including but not limited to, tampering with, or removal of, the serial number and / or warranty labels.
 - 5.10.5 Damage as a result of battery leakage or failure, liquid spill, corrosion, mould, damage due to temperature or humidity.
 - 5.10.6 Damage which may have been caused either directly or indirectly by another product, including but not limited to, interference, voltage fluctuation, or power surge from an external source; faults in any wiring or electrical connection which is not a part of, or related to, the equipment; non-compatibility of ancillary equipment.
 - 5.10.7 Consumables and accessories including but not limited to strings, drum sticks/heads, cleaning products, turntable cartridges and styli, fog fluid, pick guards, batteries, reeds, oils, cork grease, swabs, sticks, rosin and picks.
 - 5.10.8 Routine maintenance, cleaning, lubrication, adjustments or alignments to the goods
 - 5.10.9 Manufacturers defects which involve recall, replacement or repair of all goods in a model range;
 - 5.10.10 Valves/tubes, meters and crossfaders, in new equipment, are excluded from this warranty and are covered by a ninety (90) day limited warranty; except when the item is used and no warranty applies.
 - 5.10.11 Due to copyright considerations, sheet music, software and DVDs cannot be returned or exchanged and are excluded from this warranty.
- 5.11 If goods are repaired under warranty, any replacement components or repaired assemblies are warranted only for the remaining portion of the original warranty; or the ninety (90) day repair warranty, whichever is applicable.
- 5.12 Goods that are found not to have any faults as detailed in any warranty claim, or the fault is outside the terms of coverage of this warranty, will be repaired at the Customer's cost and without estimate, up to a maximum of \$175, freight, handling, insurance and incidental costs incurred during this service will also be charged additionally.
- 5.13 Other than for the express warranty set out in this clause, no other warranties either express or implied by law are made with respect to these goods, to the extent that they are permitted to be excluded.
- 5.14 Webb Group does not have to provide a refund if the Customer changes their mind about a particular purchase.

6. Consumer Guarantees Act - Business Use

- 6.1 Where the Customer is acquiring goods for the purpose of business then the Consumer Guarantees Act 1993 shall not apply. "Business" includes any performance of a public nature - whether paid or otherwise - and includes, but is not limited to, Schools, Churches, Institutions, working musicians, installations, hospitality, and studios. This exclusion also applies for goods purchased for resale or use in repairs or goods used for purposes other than domestic, personal and/or household use. Other than for any warranties expressly set out in these terms and conditions, no other warranties either express or implied by law (including any conditions, warranties and guarantees set out in the Sale of Goods Act 1908) are made with respect to these goods.

7. Restocking Fee

- 7.1 Webb Group does not have to provide a refund if the Customer changes their mind about a particular purchase, so please choose carefully. If the goods are faulty, Webb Group will meet its obligations under the Consumer Guarantees Act to provide a remedy.
- 7.2 Where goods are not defective and Webb Group, at its sole discretion, accepts the return of the goods, a restocking fee shall apply. The purpose of the restocking fee is to recover costs incurred by Webb Group including administration and/or handling costs. The restocking fee shall be up to a maximum of 20% of the purchase price of the goods; a minimum charge of \$10 per item applies. The restocking fee shall be deducted from the amount refunded to the Customer. Webb Group shall only consider goods for return if:
 - 7.2.1 Webb Group has been notified by the Customer that they wish to return the goods as soon as practicable, and in any event within 7 days of purchase;
 - 7.2.2 Goods are in original packaging, intact and delivered to store in the same new condition as sold with literature, instructions/manuals/etc.; and
 - 7.2.3 Goods to be returned are goods which Webb Group normally stocks. Special orders, installation, labour, service, shipping and credit card fees are not refundable.

8. Ownership and Risk

- 8.1 Until the Customer has paid in full all moneys owed to Webb Group (whether for the goods, services or otherwise and including default interest):
 - 8.1.1 Ownership of the goods shall remain with Webb Group; and
 - 8.1.2 The Customer shall not sell, transfer, charge, mortgage, pledge, hire or give up possession of the goods (or attempt to do any of those things), or otherwise do anything which might threaten Webb Group's ownership of the goods or Webb Group's right to reclaim possession of the goods.
- 8.2 All goods are examined and are in perfect condition when packed. Packaging is in accordance with the standards of the carriers used. In the event loss or damage is sustained in transit, the Customer shall hold all packaging, advise Webb Group and claim against the carrier within 5 days. Webb Group is not liable for shortage or damage during delivery.
- 8.3 The risk of any loss or damage to or deterioration of goods shall pass to the Customer when the goods have been delivered to the Customer, or when the Customer (or an agent of the Customer) collects the goods from Webb Group's premises and it shall be the Customer's obligation to insure the goods from that time.
- 8.4 Webb Group shall be entitled to repossess all goods which it claims belongs to it at any time without notice and for such purpose it shall be lawful for Webb Group and/or its agent to enter any premises where the goods are or are believed to be and to remove the goods (whether or not those goods are installed in or attached to any other goods), using such force as is necessary, and without prejudice to any other of Webb Group's rights. The Customer indemnifies Webb Group against all costs and claims in respect of its exercise of rights under this clause.
- 8.5 If goods are returned, the Customer is responsible for them until received by Webb Group. The Customer is advised to use insured post, arrange their own insurance or send with a Carrier who has adequate cover in case of loss. Freight is not refundable under any circumstances.

9. Miscellaneous

- 9.1 Webb Group shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its reasonable control.
- 9.2 Failure by Webb Group to enforce any of its rights at any time shall not be deemed to be a waiver of such rights.
- 9.3 If any provision of these terms and conditions is invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 9.4 The laws of New Zealand shall apply to these terms and conditions and the parties agree to submit to the non exclusive jurisdiction of the New Zealand courts.
- 9.5 These terms and conditions shall prevail over the Customer's terms and conditions (if any).
- 9.6 Webb Group may alter or replace these terms and conditions from time to time without notice to the Customer.
- 9.7 Refer to the website for a copy of Webb Group's Privacy Policy