

AGRECOVERY TERMS AND CONDITIONS

By using the Agrecovery website or any of the Agrecovery programmes you are indicating your acceptance of these terms. We may revise these terms at any time by updating this posting and you should visit this section periodically to review the terms.

Agrecovery's membership terms and conditions

Agrecovery operates numerous Product Stewardship Schemes within New Zealand's primary sector. To ensure materials can be recycled or recovered effectively and that the delivery of the programmes remains safe for all users of the programme, including those contractors that handle the recovered material during the recycling or recovery or disposal process, there are a few best practice procedures in place.

As a member of Agrecovery you agree to:

- I/we acknowledge that all materials taken to an Agrecovery collection site or event will be in accordance with the respective Agrecovery Acceptance Criteria which can be found on the Agrecovery website. All containers must be triple rinsed and clean, and should be from Agrecovery participating brands, or have Agrecovery user pay stickers attached.
- I/we agree that if containers, drums, or small bags do not meet acceptance criteria and are rejected by the authorised inspectors or contractors that I/we will be liable for and accept the return of these materials and remove them from the collection site immediately.
- I/we agree that I/we will rectify the problem with any rejected materials prior to rebooking for collection or resubmitting to a collection site or event.
- I/we agree that collection may be refused if the site location does not allow reasonable vehicular access for Agrecovery or their approved contractors.
- I/we agree that any materials or chemicals booked for recovery or disposal are in my ownership until such time as they are assessed and accepted by the Agrecovery inspector or contractor.
- I/we agree to receive electronic communications or postal updates from Agrecovery regarding Agrecovery programmes, services updates, collection events in my region and the Agrecovery newsletter or any other communications from time to time.

Changes, additions or discontinuation of Agrecovery services

Agrecovery services operate within a market environment subject to continuous change. From time to time we may review any aspects of our programmes, including (but not limited to) service locations, procedures, membership and eligibility criteria or participation costs.

We may add collection services for new materials due to changes in relevant legislation, market conditions or customer requirements. Alternatively, we may discontinue services, for example if appropriate recycling avenues cannot be found for collected materials, or funding restrictions prohibit continuation of an effective service.

Any such changes to programme parameters, and the timing of these, are entirely at Agrecovery's

discretion and no liability is taken for any adverse effect, direct or otherwise, on programme users or other stakeholders.

In the event of any change, addition or discontinuation, Agrecovery will take reasonable steps to communicate in a timely fashion with affected users via the below methods:

- By email if you have supplied us with an email address;
- By post;
- By phone;
By SMS or text message;
- By a notice on our website.

If your contact details change you must tell us. You will be deemed to have received any notice which was sent to your last known email or postal address.

Terms and conditions for all sales and purchases

These Terms and conditions cover all sales and purchases made through this website, regardless of whether the order was transmitted via the internet, via telephone, or via the post as well as storage of Smart Member Services' membership data.

All orders are shipped within New Zealand recognised courier or postal services.

Your purchased items will normally be shipped within 1-3 business days after receipt of your order.

We DO NOT ship cash on delivery.

Payment methods

All prices are in New Zealand \$ and include New Zealand Goods and Services Tax at 15%.

We accept Mastercard and Visa. Billing will appear on your credit card statement as "Agrecovery Foundation".

Change of mind

Please choose carefully as we do not have to provide a refund if you have changed your mind about a particular purchase.

Out of stock items

While we make every effort to have all items listed on our website available at all times, on occasion, and due to circumstances beyond our control, we may be out of stock on an item ordered. In such circumstances we will contact you for further instructions.

Security and privacy of information

Agrecovery takes privacy and confidentiality seriously. We use the information we collect about you to process your order, request an inquiry, communicate with you and to provide a more personalised response from us.

Your contact details will only be used for correspondence from us or Associated Organisations where

Agrecovery enjoys data/information sharing agreements and will not be provided to any other party unless required for delivery of orders and to maintain and keep current your membership information.

When you place an order, your personal information including credit card details are submitted via a secure server. The information is stored in a secure database and in accordance with the principles of the Privacy Act 2020 and our privacy policy.

Agrecovery Foundation does not sell or rent your personal information to others. If we ever decide to in the future, we will ask you for your written consent. We may use the information you supply to assist us with supplying you information you have requested, providing information about the programmes available to our members, fulfilling orders, or to contact you if you have asked us to. Information may be supplied to Associated Organisations for the purpose of providing enhanced services to the Smart Member Services programme and facilitate the provision of assurances and certificates in relation to recycling activity within the Agrecovery programmes to enable individual members and supporters of the supply chain sector to meet New Zealand's reporting obligations and trading requirements.

Agrecovery Foundation may release information when we believe, in good faith, that such release is reasonably necessary to (i) comply with law, (ii) enforce or apply the terms of any of our user agreements or (iii) protect the rights, property or safety of Agrecovery Foundation, our users, or others.

Ownership and status of information

Images of people or places displayed on this site are either our property or used with our permission. The use of these images by you, or by anyone else authorised by you, is prohibited unless specifically permitted by these terms. Any unauthorised use of the images may violate copyright laws, trademark laws, the laws of privacy, publicity, and communications, regulations, and statutes. You should assume that everything you see or read on the site is copyrighted unless otherwise noted, and may not be used, except as provided in these terms, without our written permission.

In our sole discretion, we may remove information from the site at any time. Downloaded information does not become your property. It remains our property or the property of the lawful owner at all times. Such information may only be used by you for your own personal use. If you propose to use the information in any way for public or commercial purposes, then you must have our written permission which can be withheld in our sole discretion. You must not use the information to generate statistics through mathematical manipulation for selected or general public release, or to create mailing or address lists.

While every effort has been taken to ensure the accuracy of information on this site, the contents are subject to review and change from time to time. We make no warranties or representations, express or implied, as to the veracity or accuracy of information contained on this site. We believe that information on this site has not been copied without permission or plagiarised. However, should it be shown to our satisfaction that any information has been copied without authorisation, or unintentionally plagiarised, then such information will be removed from the site. If you submit information to or download information from this site, you warrant in our favour that such information is not in breach of any non-disclosure or confidentiality obligations which you may have to a third party. You also warrant that it is not in breach of any obligations you may have under any statute or regulation, an infringement of the intellectual property or privacy rights of others, or

defamatory of any person or group.

Any communication or material you transmit to the site, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post may be used by us or our affiliates for any purposes, including but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, we are free to use any ideas, concepts, know-how, or techniques contained in any communication you send to this site for any purpose. This includes, but is not limited to, developing, manufacturing and marketing products using such information.

Our liability

We operate the site on an “as is” and “as available” basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

We make no warranty that:

- a) The site will meet your requirements.
- b) The service will be uninterrupted, timely, secure or error free.
- c) The information that may be obtained from the use of the site will be accurate or reliable.
- d) The quality of any services, information or other material purchased or obtained by you through the site will meet your expectations.
- e) Any errors in the software will be corrected.

Any information downloaded or otherwise obtained through the use of the site is done at your own discretion and risk. We disclaim any responsibility for damage to your computer system or loss of information that results from the download of any such information.

In no case shall we be liable for any losses suffered by any party, whether direct, indirect, consequential, or in the nature of loss of profits.

Indemnity

You warrant in our favour that your use of the site, whether by submitting information to or downloading information from the site, does not in any way contravene the obligations contained in the Privacy Act. You agree to take all necessary measures to comply with your obligations under the Privacy Act.

You agree to indemnify and protect us from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of information you submit to or download from the site, your use of the site, your connection to the site, your violation of these terms, or your violation of any rights of a third party.

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accessible through those third party sites is impracticable, such information cannot be guaranteed to be accurate or up to date. We take no responsibility for it.

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