

PAPER PORTAL TERMS AND CONDITIONS

GENERAL

1. Welcome to the BJ Ball Limited Paper Portal (the "Portal"). In the Paper Portal Terms and Conditions ("Portal Terms") "BJB" "we" or "us" means BJ Ball Limited, and any reference to "you" or "your" refers to the Portal user.
2. These Portal Terms, along with our standard Terms of Trade (together, the "Terms and Conditions") will govern your use of the Portal. By clicking 'I Agree', you agree to be bound by the Terms and Conditions without limitation or qualification. If you disagree with any of the Terms and Conditions you must not use the Portal.
3. If you have any questions regarding the Terms and Conditions, please contact your nearest branch. Contact details can be found at www.bjball.co.nz/contact/.
4. BJB may vary the Terms and Conditions at any time and for any reason. Any variation will be effective on the posting of the terms on this website. You are responsible for making sure you understand the latest Terms and Conditions and your continued use of the Portal represents your agreement with them.
5. The Terms and Conditions are governed by the laws of New Zealand.
6. Nothing in the Terms and Conditions affect your consumer rights under any statute. However, if you are purchasing items for purposes other than for personal, domestic or household use or consumption, the Consumer Guarantees Act 1993 will not apply.

CLIENT ID

7. When you register as a Portal user, you will be given a unique User ID and will be provided a password which you will be prompted to change when first logging in. This information is personal to you, not to any BJB customer you may represent.
8. By placing an order through the Portal, you warrant that you have authority to make the order. If you are not paying for an order yourself, you agree not to make any orders through the Portal that are not authorised by the invoice payer.
9. BJB will not accept responsibility for any orders made without authorisation. If you do not have authority to place an order, you agree to pay the invoice arising from the order regardless.
10. You are responsible for keeping your User ID and password private and secure. You agree:
 - (a) not to authorise any other person to use your User ID or password; and
 - (b) not to disclose any information to any other person that may allow them to access the Portal in your name.
11. You agree that if you breach clause 10, it will be your responsibility to pay for any orders made by any person using your User ID and password. BJB will not be responsible in any way for any costs you incur as a result of breaching clause 10.
12. If you become aware of any unauthorised activity on your Portal account or otherwise on your

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behalf, you must inform us immediately and we will not accept any such orders from the time you inform us.

13. If you are an invoice payer and a person making orders on your behalf should not, for any reason, be permitted to make further orders, it is your responsibility to inform BJB of this at the earliest possible opportunity. If you do not so inform us, you remain responsible for any orders made on your behalf.

PLACING ORDERS

14. All orders and delivery instructions placed through the Portal are binding on you and in placing an order you are making an irrevocable offer to purchase the relevant products from BJB.
15. We reserve the right to contact you regarding any details of your order, and to decline your offer for any reason (including, without limitation, if we do not have the relevant products in stock).
16. Your order status will update to 'En route' when your order is dispatched. This status constitutes our acceptance of your offer to purchase products from BJB.
17. The price of products may be altered at any time and the relevant price will be that which applies at the time BJB accepts your offer. BJB will make every effort to process your request within a reasonable timeframe, subject to the availability of products and the volume of orders at that time.

USING THE PORTAL

18. You must not use the Portal for any unlawful purpose.

19. BJB will endeavour to keep the Portal secure and free of errors. However, to the extent permitted by New Zealand law, we will not be responsible for any damages arising from the use of the Portal, including;

- (a) any loss or damage caused by viruses that may be transmitted to your computer by use of the Portal. BJB expressly excludes any guarantees as to the security of the Portal and any use is at your own risk; and
- (b) any loss or damage arising from any errors in the information contained in the Portal.

This limitation of liability applies to damages of any kind, including direct, indirect, incidental, loss of income, profit, data, property and claims by third parties.

20. BJB will make every reasonable effort to ensure the Portal is available for use at all times. This is subject to downtime for maintenance, which will be scheduled and notified to you in advance by posting on this website. However, BJB takes no responsibility for any Portal unavailability, or for any loss that may be incurred by Portal downtime.
21. Goods are subject to availability and BJB does not guarantee that all items advertised on the Portal will be available at all times.