# Fisher & Paykel Appliances Limited Terms and Conditions

# Effective from 3 September 2025.

These Terms and Conditions are entered into by and between you and Fisher & Paykel Appliances Limited of 78 Springs Road, East Tamaki, Auckland, New Zealand. ("Company", "we", "us", "our").

Please take the time to read these Terms and Conditions carefully. By placing an order through a Fisher & Paykel agent you are deemed to have accepted these Terms and Conditions. If you do not want to accept these terms and conditions, you must not place an order.

We may amend these Terms and Conditions from time to time You will be subject to the version of the Terms and Conditions in force at the time that you place an order for products.

### **ORDERING**

When you place an order for a product through a Fisher & Paykel Agent, you are offering to purchase that product from us. After you place an order, you will receive a printed copy of the transaction at the time of payment and, where you provide us with an email address, an email from us acknowledging your order (Order Confirmation). Acceptance of your order and formation of an agreement between us will not take place unless and until you have received the Order Confirmation. The agreement between us comprises your order, the Order Confirmation and these Terms and Conditions.

We reserve the right to not accept or to cancel any order from you including, without limitation, where stock is not available, there has been an error in the advertised price or product description or if we believe (in our reasonable opinion) that the order has been placed for commercial purposes, fraudulently or otherwise in breach of these Terms and Conditions. If we do so, we will notify you using the e-mail address you provide to us and if payment has been made we will refund the amount paid to the Ministry of Social Development.

If you are replacing an existing product, please check carefully that your new product will fit in any existing cabinetry or space.

### PRICE AND PAYMENT

Payment must be made with an MSD Payment Card and must be received by us in full at the time you place your order. We do not accept any other form of payment.

Order processing is contingent upon card approval and may be delayed should we experience difficulties in obtaining authorisation.

The prices of our products may change from time to time. The price you pay will be as quoted to you by our Fisher & Paykel Agent at the time you submit your order.

Unless expressly stated otherwise, the price for a product includes connection and delivery as described below and GST.

### **RETURNS POLICY**

If:

- any products are damaged in transit to you
- we have delivered the wrong product or quantity of products to you
- you wish to return a product you have ordered for any other reason,

you must contact us by phone on 0800 673 424 within 14 calendar days of delivery or such other timeframe as is reasonable in the circumstances.

Any product returned must be in original unused condition, complete with its product literature (if any).

Where a product has been damaged in transit to you, we will arrange a replacement at our cost and will schedule delivery with you.

Where a product has been returned because you have changed your mind or ordered the wrong item we will arrange return of the product and provide a refund to the Ministry of Social Development less a restocking fee of 20% of the product purchase price. The restocking fee represents the costs incurred by us in cancelling an order. We will not deduct the cancellation fee where you are not at fault.

If you cancel an order prior to delivery, we will refund the amount paid for the order to the Ministry of Social Development. If we have dispatched the order prior to cancellation we will deduct a restocking fee of 20% of the amount paid for the order from the refund. This restocking fee represents the costs incurred by us in cancelling an order.

### **DELIVERY**

Delivery will be to the home address specified in your order. We cannot deliver to businesses or PO Boxes.

We or one of our chosen carriers will contact you to confirm delivery date.

Someone over the age of 18 must be available at the delivery address to sign for the receipt of your products on the agreed delivery date.

Delivery shall be complete and all risk in the products including risk of loss and/or damage to the products shall pass to you when they are delivered to the address specified in your order.

The products we sell are often big and heavy things to lift. You should carefully consider the accessibility of your space when making your purchase as limitations on access to your delivery address such as steps, narrow or steep accessways, and restricted parking may hinder our ability to deliver to you. Please ensure you clearly advise us of any such limitations.

If we are unable to deliver products because of circumstances beyond our control eg we cannot reasonably or safely access your property, no one is home to accept the delivery or delivery is refused then we will cancel the order and refund the Ministry of Social Development less restocking fee of 20% of the product purchase price. If we are unable to meet the estimated delivery date, we will contact you with a revised estimated delivery date.

## **CONNECTION**

We will connect your product. Connection means unboxing a product, removing packaging, placing the product in the desired location and connecting it to an existing power point and (if applicable) connecting hoses to existing taps and drainage, levelling and balancing the product.

Connection does not include:

- modification of cabinetry, benchtops or electrical, plumbing or gas connections.
- changes to fridge door hinges in order to swap door opening sides.
- Disconnection of existing appliances from any power, water or gas supplies. If your new product is to be connected in an existing cavity your old appliance must be fully disconnected and removed from that cavity.
- the setup of your Smart appliances to the SmartHQ mobile application.

## **HOW TO CONTACT US**

If you have to contact us for any reason, including a concern or a complaint, please phone 0800 673 424 or email: <a href="msdsupport@haier.co.nz">msdsupport@haier.co.nz</a>. Alternatively, you can Chat with a live agent on www.fisherpaykel.com. If we have to contact you we will do so by phone, email or prepaid post to the contact number, or address you provide to us.