

# TERMS AND CONDITIONS OF SALE

## LA RIQUEZA GLOBAL SHOP NZ

**Effective Date:** 30<sup>th</sup> June 2026

**Important:** These Terms are intended to operate as standard terms of sale for customers purchasing goods from La Riqueza Global Shop NZ.

### 1. ABOUT THESE TERMS

#### 1.1

These Terms and Conditions of Sale (“Terms”) govern the sale and purchase of goods from La Riqueza Global Shop NZ (“we”, “us”, “our”) through our website at **www.lariquezaglobal-shop.co.nz** and any other sales channels operated by us.

#### 1.2

By placing an order with us, you confirm that you have read, understood and agree to be bound by these Terms together with our:

- Shipping, Returns & Refunds Policy;
- Privacy Policy;
- Website Terms of Use;
- Cookie Policy (where applicable); and
- any other policies published on our website that apply to your purchase.

#### 1.3

These Terms apply to all orders unless otherwise agreed by us in writing.

#### 1.4

Nothing in these Terms excludes, restricts, modifies, or limits any rights or remedies that cannot lawfully be excluded, restricted, modified, or limited under the Consumer Guarantees Act 1993, the Fair Trading Act 1986, the Privacy Act 2020, or any other applicable New Zealand legislation.

### 2. DEFINITIONS

Unless the context otherwise requires:

**Business Day** means a day other than a Saturday, Sunday or public holiday in New Zealand.

**Consumer Guarantees Act** means the Consumer Guarantees Act 1993.

**Customer, you, or your** means the individual or legal entity purchasing goods from us.

**Fair Trading Act** means the Fair Trading Act 1986.

**Goods** means any products, merchandise or other items offered for sale by La Riqueza Global Shop NZ.

**Order** means a request submitted by a customer to purchase goods from us.

**Supplier** includes manufacturers, wholesalers, distributors, fulfilment partners, third-party logistics providers and any other supplier engaged by us to fulfil or deliver goods.

**Website** means [www.lariquezaglobal-shop.co.nz](http://www.lariquezaglobal-shop.co.nz) and any associated websites operated by us.

### **3. ELIGIBILITY TO PURCHASE**

#### **3.1**

By placing an order, you represent that:

- a. you are at least 18 years of age or otherwise have the legal capacity to enter into a binding contract under New Zealand law;
- b. the information you provide is accurate, complete and current;
- c. you are authorised to use the payment method provided; and
- d. you will use the goods only for lawful purposes.

#### **3.2**

We may refuse to accept or fulfil any order where we reasonably believe:

- a. fraudulent activity has occurred;
- b. payment cannot be verified;
- c. incorrect pricing has been displayed due to an error;
- d. the goods are unavailable; or
- e. fulfilling the order would breach any applicable law or regulation.

### **4. APPLICATION OF THESE TERMS**

#### **4.1**

These Terms apply to every order placed with La Riqueza Global Shop NZ unless expressly varied in writing by us.

#### **4.2**

If any provision of these Terms is found to be unlawful, invalid or unenforceable, that provision will be severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

#### **4.3**

If these Terms are inconsistent with any applicable New Zealand consumer protection legislation, the applicable legislation will prevail to the extent of the inconsistency.

## **5. PLACING AN ORDER**

### **5.1**

Orders may be placed through our website or through any other sales channel approved by us.

### **5.2**

Submitting an order constitutes an offer by you to purchase the selected goods in accordance with these Terms.

### **5.3**

After receiving your order, we will send an acknowledgement confirming that your order has been received. This acknowledgement does not constitute acceptance of your order.

### **5.4**

A contract for the sale of goods is formed only when we accept your order and notify you that your order has been confirmed for processing or dispatch.

### **5.5**

We reserve the right to refuse, cancel or limit any order before acceptance where reasonably necessary, including where:

- a. goods are unavailable;
- b. an obvious pricing or product description error has occurred;
- c. payment has not been successfully authorised;
- d. fraud or unauthorised activity is suspected; or
- e. compliance with applicable law requires us to do so.

### **5.6**

Where an order cannot be accepted after payment has been received, we will notify you as soon as reasonably practicable and refund any amount paid using the original payment method unless otherwise agreed.

## **6. PRODUCTS AND PRODUCT INFORMATION**

### **6.1**

We make reasonable efforts to ensure that product descriptions, specifications, images, colours, dimensions, pricing, availability, and other information displayed on our Website are accurate at the time of publication.

### **6.2**

Product images are provided for illustrative purposes only. Actual colours, finishes, packaging, dimensions, and appearance may vary depending on manufacturing processes, display settings, or product updates.

### 6.3

From time to time, manufacturers or suppliers may change product specifications, packaging, components, or design without prior notice. Such changes do not necessarily constitute a defect provided the goods remain substantially consistent with their intended purpose and description.

### 6.4

All goods are offered for sale subject to availability. We do not guarantee that any product displayed on our Website will be available at the time an order is placed.

### 6.5

If a product becomes unavailable after your order has been placed, we will notify you as soon as reasonably practicable. Where appropriate, we may offer:

- a. a comparable replacement product;
- b. a backorder;
- c. partial fulfilment of your order; or
- d. a refund for the unavailable product.

Where we offer a replacement, backorder, partial fulfilment, store credit, or refund, this will not limit any rights or remedies available to you under applicable New Zealand consumer protection legislation.

## **7. PRICING AND GST**

### 7.1

All prices displayed on our Website are in New Zealand Dollars (NZD) unless otherwise stated.

### 7.2

Unless expressly stated otherwise, prices displayed on our Website include Goods and Services Tax (GST) where applicable under New Zealand law.

### 7.3

Shipping, freight, delivery charges, customs charges, duties, taxes, insurance, installation, or other applicable charges may be charged separately and will be displayed during the checkout process where applicable.

### 7.4

We reserve the right to change prices at any time without prior notice. Price changes will not affect orders that have already been accepted by us.

### 7.5

While we take reasonable care to ensure pricing accuracy, errors may occasionally occur.

Where an obvious pricing error, typographical error, system error, or incorrect product information has resulted in an incorrect price being displayed, we reserve the right to cancel the affected order before dispatch. If payment has already been received, we will provide a full refund using the original payment method unless otherwise agreed.

## **8. PAYMENT**

### **8.1**

Payment must be received in full before goods are dispatched unless otherwise agreed by us in writing.

### **8.2**

We accept payment using the payment methods displayed on our Website from time to time.

### **8.3**

By submitting payment, you warrant that you are authorised to use the selected payment method.

### **8.4**

If payment cannot be successfully authorised or is reversed, declined, cancelled, or subject to a chargeback, we may suspend or cancel the order until payment has been successfully received.

### **8.5**

Where fraud, suspected fraudulent activity, identity theft, or unauthorised payment activity is identified, we reserve the right to:

- e. refuse or cancel the order;
- f. request additional identity verification;
- g. report the matter to the relevant payment provider or authorities; and
- h. take any other action reasonably necessary to protect our business and customers.

## **9. PROMOTIONS, DISCOUNT CODES AND GIFT CARDS**

### **9.1**

From time to time, we may offer promotional discounts, coupon codes, gift cards, store credits, or other promotional offers.

### **9.2**

Unless otherwise stated:

- i. promotional offers cannot be combined with other offers;
- j. discount codes are not redeemable for cash;
- k. promotional offers apply only during the advertised promotional period;
- l. promotions may be withdrawn or amended at any time before an order is accepted.

### 9.3

Gift cards, store credits, and promotional vouchers may be subject to separate terms and conditions published on our Website.

### 9.4

Where we reasonably believe a promotion, discount code, gift card, or voucher has been obtained or used fraudulently, unlawfully, or contrary to its intended purpose, we reserve the right to refuse, cancel, or recover the benefit of that promotion to the extent permitted by law.

## **10. SUPPLIER FULFILMENT AND THIRD-PARTY LOGISTICS**

### 10.1

To improve efficiency, reduce handling, maintain product quality, and minimise delivery times where reasonably practicable, goods may be supplied, fulfilled, or dispatched by:

- a. La Riqueza Global Shop NZ;
- b. manufacturers;
- c. suppliers;
- d. distributors;
- e. third-party logistics providers; or
- f. other approved fulfilment partners.

### 10.2

Where goods are supplied directly by a manufacturer, supplier, or fulfilment partner, delivery documentation, packaging, or courier information may identify that supplier or fulfilment partner rather than La Riqueza Global Shop NZ.

### 10.3

Orders containing multiple products may be fulfilled from different locations and may arrive in separate deliveries.

### 10.4

We remain responsible for fulfilling our obligations under applicable New Zealand consumer protection legislation, regardless of whether goods are dispatched by us or by an authorised supplier or fulfilment partner.

## **11. SHIPPING AND DELIVERY**

### 11.1

Shipping and delivery are subject to our Shipping, Returns & Refunds Policy, which forms part of these Terms.

## 11.2

Delivery timeframes provided on our Website are estimates only and are not guaranteed.

## 11.3

Delivery times may be affected by factors beyond our reasonable control, including supplier availability, freight capacity, customs clearance, biosecurity inspections, adverse weather, public holidays, industrial action, or other unforeseen events.

## 11.4

Where tracking is available, tracking information will be provided after dispatch. Tracking information is supplied by third-party carriers and may not update immediately.

## 11.5

The customer is responsible for ensuring that all delivery information provided is accurate and complete.

## 11.6

Where an order cannot be delivered because incorrect or incomplete delivery information has been provided, additional freight, storage, handling, or re-delivery charges may apply.

## 11.7

If delivery is materially delayed, we will use reasonable efforts to keep you informed and, where required by law, provide any remedy available under applicable New Zealand consumer protection legislation.

# 12. INTERNATIONAL ORDERS

## 12.1

Where goods are supplied outside New Zealand, customers are responsible for complying with the import laws and regulations applicable in the destination country.

## 12.2

Unless otherwise stated, customers are responsible for all applicable import duties, customs charges, GST, VAT, local taxes, brokerage fees, clearance fees, or similar charges imposed by the destination country.

## 12.3

If goods are refused entry, abandoned, returned by customs authorities, or returned because duties, taxes, or charges remain unpaid, we may deduct any reasonable freight, customs, storage, administration, handling, or return costs incurred before issuing any applicable refund.

## **13. RISK AND OWNERSHIP**

### **13.1**

Risk in the goods passes to the customer once the goods have been delivered to the delivery address specified in the order, unless otherwise required by applicable New Zealand law.

### **13.2**

Ownership (title) in the goods remains with La Riqueza Global Shop NZ until payment for the goods has been received in full and in cleared funds.

### **13.3**

Nothing in this section limits or affects any rights or remedies available to consumers under the Consumer Guarantees Act 1993 or any other applicable New Zealand consumer protection legislation.

## **14. CONSUMER GUARANTEES**

### **14.1**

Nothing in these Terms excludes, restricts, or limits any rights or remedies available to consumers under the Consumer Guarantees Act 1993, the Fair Trading Act 1986, or any other applicable New Zealand consumer protection legislation.

### **14.2**

Where goods are acquired for business purposes, the Consumer Guarantees Act 1993 may not apply to the extent permitted by that Act, provided that this has been agreed between the parties where required by law.

### **14.3**

If goods fail to comply with a consumer guarantee, you may be entitled to a remedy under the Consumer Guarantees Act 1993, including repair, replacement, refund, or compensation where applicable.

### **14.4**

We may request reasonable evidence of purchase and information about the issue before assessing any claim, provided that this does not limit any rights you have under applicable law.

## **15. LIABILITY**

### **15.1**

To the maximum extent permitted by applicable law, we are not liable for any indirect, consequential, incidental, special, or exemplary loss or damage, including loss of profits, loss of revenue, loss of business opportunity, or loss of goodwill arising from or in connection with the supply of goods or these Terms.

## 15.2

Nothing in these Terms limits or excludes liability where such limitation or exclusion would be unlawful, including liability arising under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

## 15.3

Where goods are supplied with information, instructions, warnings, or safety guidance provided by the manufacturer or supplier, customers are responsible for reading and following those instructions before using the goods.

## 15.4

Customers are responsible for ensuring that goods are suitable for their intended purpose unless we have expressly advised otherwise.

## 15.5

To the extent permitted by law, we are not responsible for delays or failures caused by third-party couriers, freight providers, customs authorities, or other service providers acting outside our reasonable control.

# 16. INTELLECTUAL PROPERTY

## 16.1

All content available on our Website, including text, graphics, logos, images, product descriptions, photographs, videos, software, trademarks, and other materials, is owned by or licensed to La Riqueza Global Shop NZ unless otherwise stated.

## 16.2

No part of our Website or its content may be copied, reproduced, distributed, modified, published, transmitted, or otherwise used without our prior written consent, except as permitted by applicable law.

# 17. PRIVACY

## 17.1

We collect, use, store, disclose, and protect personal information in accordance with our Privacy Policy and the Privacy Act 2020.

## 17.2

By placing an order, you acknowledge that your personal information may be shared with payment providers, manufacturers, suppliers, fulfilment partners, freight providers, couriers, and other service providers where reasonably necessary to process, fulfil, deliver, or support your order.

## **18. FORCE MAJEURE**

### **18.1**

We will not be liable for any delay, failure, or inability to perform our obligations under these Terms where such delay or failure results from events beyond our reasonable control.

### **18.2**

Such events may include, without limitation, natural disasters, severe weather, fire, flood, earthquake, pandemic, epidemic, war, terrorism, civil unrest, industrial disputes, strikes, transport disruptions, supply chain interruptions, power outages, telecommunications failures, government action, customs delays, biosecurity inspections, or any other event beyond our reasonable control.

### **18.3**

Where reasonably practicable, we will take reasonable steps to minimise the effects of such events and keep affected customers informed of any significant delays.

## **19. GOVERNING LAW**

### **19.1**

These Terms are governed by the laws of New Zealand.

### **19.2**

Any dispute arising out of or in connection with these Terms or the supply of goods shall be subject to the non-exclusive jurisdiction of the courts of New Zealand.

## **20. DISPUTE RESOLUTION**

### **20.1**

If a dispute arises, both parties agree to first attempt to resolve the matter through good faith discussions.

### **20.2**

If the dispute cannot be resolved through discussion, either party may pursue any rights or remedies available under applicable New Zealand law.

### **20.3**

Nothing in this section limits any rights a consumer may have under the Consumer Guarantees Act 1993, the Fair Trading Act 1986, or any other applicable legislation.

## **21. CHANGES TO THESE TERMS**

### **21.1**

We may amend these Terms from time to time by publishing an updated version on our Website.

### **21.2**

Any amendments apply only to orders placed after the updated Terms have been published, unless otherwise required by law.

## **22. ENTIRE AGREEMENT AND NOTICES**

### **22.1**

These Terms, together with any policies expressly incorporated by reference, constitute the entire agreement between you and us in relation to the sale and purchase of goods from us, except to the extent required by applicable law.

### **22.2**

Any notice or communication relating to these Terms may be given electronically using the contact details provided by either party, unless another method is required by law.

## **23. CONTACT DETAILS**

If you have any questions regarding these Terms, please contact us:

**La Riqueza Global Shop NZ**

**Email:** [support@lariquezaglobal.com](mailto:support@lariquezaglobal.com)

**WhatsApp:** +64 21 337 735

**Address:** 544C Kaikorai Valley Road, Kenmure, Dunedin 9011, New Zealand

**Website:** [www.lariquezaglobal-shop.co.nz](http://www.lariquezaglobal-shop.co.nz)