

## ECommerce Website User Authorisation Instructions

Users are authorised to access and use the Website on behalf of the Customer, in accordance with the conditions of use. All Users should read and understand the conditions of use.

1. No additional registration form is required for Users. The registration form by the Customer covers their Users.
2. The Customer will nominate an Authorised Administrator on the registration form.
3. The Authorised Administrator will be given the log-in name and password by Laminex New Zealand. The log-in name and password are confidential to the Authorised Administrator and must not be shared with any other person.
4. The Authorised Administrator will request in writing to the ECommerce Administrator any new Users set up requests detailing specific access for the Users and change maintenance requests for Users when required. A template form is available on request.
5. Log-in names and passwords are confidential to a User and must not be shared with any other person.
6. The Customer will notify Laminex New Zealand if there is a change in the person nominated as the Authorised Administrator. Notification must be in writing and addressed to:

Attn: Web Order Team  
ECommerce Administrator  
Laminex New Zealand  
PO Box 12270  
Auckland 1642

Or email: [weborder@laminex.co.nz](mailto:weborder@laminex.co.nz)

7. Notifications for additional Users and changes must include the information detailed on the Add and Change ECommerce User Forms.
8. A new master log-in name and password will be allocated when there is any change to the Authorised Administrator.

## ECommerce - Conditions of Use

1. **Definitions:** In these conditions of use:
  - **Laminex New Zealand** means Laminex New Zealand, a division of Fletcher Building Products Limited.
  - **Customer** means the entity or business named as the Customer on the relevant Website registration form.
  - **Website** means Laminex New Zealand's ECommerce website.
  - **User** means the Authorised Administrator, the person or persons authorised by the Customer to access and use the Website on the Customer's behalf and the person or persons set up to access and use the Website by the Authorised Administrator.
  - **Authorised Administrator** means the person authorised by the Customer to communicate in writing on behalf of the Customer for any new users to be added and maintenance required on the Users, as notified to Laminex New Zealand from time to time in accordance with clause 3 of these conditions of use.
2. **Applicability of Conditions of Use:** These conditions of use apply to the Customer and all other Users of the Website.
3. **Registration Data:** The Customer confirms that the data it provided to Laminex New Zealand on the relevant Website registration form was at the time the Customer provided it current, complete and accurate. The Customer will notify Laminex New Zealand immediately, in writing, of any changes to that data (including the person named as the Authorised Administrator) so that it remains, at all times, current, complete and accurate. Laminex New Zealand is entitled to rely on any written information received from the Customer under this clause 3.
4. **Security:** The Customer must ensure that its password is kept secure and confidential and not revealed to any other person. The Customer must ensure that every User keeps his or her password secure and confidential and does not reveal it to any other person and that the Authorised Administrator and Users only use their passwords for purposes authorised by the Customer. The Customer is entirely responsible for all activities that occur under or through the use of its password and the password of each User. The Customer agrees to notify Laminex New Zealand immediately of any breach of security or improper use. The Customer is responsible for its own anti-virus measures.
5. **Indemnity:** The Customer agrees to indemnify Laminex New Zealand and its officers and employees against all losses, costs (including legal costs), damages and liabilities which Laminex New Zealand may incur or be liable to pay arising out of (a) Laminex New Zealand's reasonable reliance on use of the Customer's password and on Laminex New Zealand's reasonable reliance on use of each User's password; or (b) a breach by Customer or any User of clause 4.
6. **Order goods:** Any goods supplied to the Customer by Laminex New Zealand will be supplied to the Customer on Laminex New Zealand's standard conditions of sale as per the Terms of Use on the website. The Customer confirms that each User who orders goods is authorised by the Customer to order goods for and on behalf of the Customer.

7. **Users to comply with these Conditions of Use:** The Customer will ensure that each User complies with these conditions of use as if the User was named in the relevant Website registration form as the Customer.
8. **Copyright and Limited Reproduction Notices:** The design of, and all content appearing on, the Website are the copyright of Laminex New Zealand. No part of the Website may be:
  - (i) distributed or copied for any commercial purpose, nor incorporated in any other work or publication (whether in hard copy, electronic or any other form); or
  - (ii) resold, published, copied, reproduced, transmitted or stored (including in any other website or other electronic form) except that the Customer may print, or download to the Customer's hard drive, extracts from the Website, for the Customer's own use only, without the express permission of Laminex New Zealand.
9. **Trade Marks:** Laminex New Zealand trademarks must not be used by the Customer without Laminex New Zealand's express written authorisation.
10. **Hyperlinking:** Laminex New Zealand reserves the right to prohibit links to the Website and the Customer agrees to remove or cease any link on Laminex New Zealand's Request. The Customer may not frame any part of the Website material by including advertising or other revenue generating material.
11. **Links Provided:** The contents of the Website may include links to third party materials (linked sites). Laminex New Zealand will not be responsible for the contents of any linked site or liable for any direct or indirect loss or damage suffered by the Customer or any other person from accessing, using, relying on or trading with third parties. These links are provided to the Customer only as a convenience, and the inclusion of any link does not imply Laminex New Zealand's endorsement of the site or any association with its operators.
12. **Advertisers:** Any dealings with any advertiser or other third party appearing on the Website are solely between the Customer and the advertiser or other third party. Laminex New Zealand is not responsible or liable for any part of any such dealings.
13. **Disclaimer:** Laminex New Zealand makes the Website available to the Customer as a service. Whilst reasonable care has been taken to ensure the facts stated in the Website are accurate and the opinions given are fair and reasonable, Laminex New Zealand does not give any warranty of accuracy or reliability of information to the Customer or any other person. Use of and reliance on information contained on the Website is at the Customer's own risk. Laminex New Zealand is not responsible for any adverse consequences arising out of such use or reliance.

14. **Exclusion of Liability:** To the fullest extent permitted by law, Laminex New Zealand will not be liable, whether in contract, tort (including negligence) or otherwise for any loss or damage (whether direct, indirect, consequential, special, or loss of profits) arising directly or indirectly from any use whatsoever of the Website (including, without limitation, any loss or damage arising from contracting any virus).
15. **Changes to Conditions of Use:** Laminex New Zealand reserves the right to change these conditions of use at any time by notifying the Customer and other users of the existence of revised conditions through the Website. By continuing to access the Website, the Customer agrees to be bound by the amended conditions.
16. **Law:** These conditions of use are governed by and will be construed in accordance with the laws of New Zealand and the Customer submits to the non-exclusive jurisdiction of the courts of New Zealand.
17. **Termination:** The Customer or Laminex New Zealand may terminate this agreement and the Customer's registration at any time, for any reason (including, without limitation, the Customer's failure to or any User's failure to comply with these conditions of use). Once terminated the Customer and each User cannot access the Website in any manner or for any reason whatsoever (without Laminex New Zealand's consent).
18. **Contact:** If the Customer has any questions or concerns in relation to the Website or these conditions of use please contact:

Attn: Web Order Team  
ECommerce Administrator  
Laminex New Zealand  
PO Box 12270  
Auckland 1642

Or email: [weborder@laminex.co.nz](mailto:weborder@laminex.co.nz)