

Terms and Conditions

These terms and conditions are intended to keep Equilibrium Makers a safe place to buy wine. By using our website, you acknowledge that you have read, understood and agree to the terms and conditions. These terms and conditions were last updated 25/02/2021.

SALE OF LIQUOR

Under the Sale and Supply of Alcohol Act 2012 it is illegal for us to sell wine to you if you are under the age of 18. It is illegal for you to buy wine from us if you are under the age of 18 and it is illegal if you falsify your details in order to buy wine if you are under the age of 18. We reserve the right to request additional age verification at any time.

PURCHASE TERMS

When purchasing products on the website you confirm and acknowledge that:

You are legally entitled to purchase alcohol (if the products you purchase include alcohol) and that you can provide sufficient evidence of that entitlement on request (e.g. NZ Driver's Licence or Passport) prior to or upon delivery of the products.

All information supplied by you to us is true and correct at the time you make any purchase on the website.

PRODUCT AVAILABILITY

All products are sold subject to their availability. Promotional items may be limited as to quantity. We shall not be responsible for our inability to supply products to you where they are not presently available or where our stock of the relevant product(s) has been exhausted.

PRICE

Prices quoted on our website are inclusive of GST. You must pay us the full price quoted on the website at the time the order is submitted. Prices are given in New Zealand dollars.

We reserve the right to vary our prices without notice. No adjustments are made if the price of a product increases or decreases between the time the order is submitted and the time the product is delivered.

FREIGHT

Freight is a flat rate of \$10.00 for 6 bottles \$15.00 for 12 bottles and free of charge for more than 12 bottles. Delivery outside of mainland New Zealand (i.e. Waiheke Island and Stewart Island) may be subject to freight charges. Delivery will usually be made within 5-7 business days. If there is a leadtime or delay for manufacture, we will contact you to confirm dates.

At present, we are only able to accept orders for shipping within New Zealand.

No orders will be shipped until payment has been received.

Please call us on +64 27 461 7599 or email info@equilibrummakers.com if you have any questions.

PRODUCT AND PACKING GUARANTEES

If, for any reason, you are not happy with your order or simply find the wine is not to your taste, we will replace any unopened bottles with another product or credit your account. Return shipping for this instance will be at the purchaser's expense. This return must be made within 1 month of purchase. We insure our products up to the point where they are delivered to your address. We are not responsible for damage or theft to goods beyond this point.

If your delivery has been damaged in transit, we will replace it for you. Please note that damaged goods must be reported within 48 hours of delivery. If your order has been packed incorrectly and is not what you have been invoiced for, we will put it right for you. Please note that packing errors must be reported within 48 hours of delivery. If you receive corked or faulty wine, we will replace it for you or refund your account.

NOTICES

We will send all invoices and notices required under this agreement to the address (postal, fax or email) that you have nominated as your preferred method of contact. It is your responsibility to ensure that you keep us informed of any changes to your contact details.

CANCELLATION

Once you have placed an order on this website the order is final and cannot be cancelled.

SITE CONTENT AND INTELLECTUAL PROPERTY

All rights, title and interest in all Intellectual Property in all concepts, systems, written, graphic and other material relating to Equilibrium Makers 's online shop and its contents owned by, and shall at all times remain the exclusive property of Equilibrium Makers, it's licensors and the providers of products accessible through Equilibrium Makers 's online shop, and is protected by New Zealand law. Nothing in these terms and conditions shall constitute any licence of intellectual property rights to you. Any infringement of our intellectual property rights will be fully enforced under New Zealand law.

JURISDICTION

These terms shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the exclusive jurisdiction of the New Zealand courts.

AMENDMENTS

We may change the terms of this agreement by sending you notice ("amendment notice") to that effect by your preferred contact method and supplying you with the amended agreement. The agreement, as modified, will take effect from the date stated on the amendment notice but no later than 30 days following the date that we send the amendment notice.