

Loadrite (Auckland) Limited Website Terms of Use

By visiting or using this Website You agree to be bound by these terms (“**Terms**”). We may change these Terms at any time by updating them on the Website at our sole discretion. You are responsible for ensuring you are familiar with the latest Terms. If You do not accept these Terms, or you disagree with any changes, then You must stop visiting and using this Website. Your continued use of this Website confirms acceptance of any changes to these Terms.

DEFINITIONS

In these Terms, the following words have the following meanings:

“**Our IP**” means intellectual property owned or licensed by Us relating to Our Website, Products or Services, including the text, graphics, logos, icons, the software and any other material underlying or forming part of this Website or Our Products or Services and includes any rights to that intellectual property, including any copyright, trade or service mark, trade or business name, logos and any other distinctive brand features, design, patent, semiconductor or circuit layout right, computer code (including source, library, object, and executable code), inventions and logical sequences, in all cases whether registered or unregistered and anywhere in the world.

“**Privacy Policy**” means Our Privacy Policy available at [Privacy Statement | Loadrite \(goloadrite.com\)](#)

“**Products**” means any products provided to You by Us via this Website.

“**Services**” means any services, features or functionalities provided to You by Us via this Website.

- “**Website**” means this website and the Loadrite family of websites, which include (but not limited to):
 - goloadrite.com
 - loadritescales.com
 - connectedquarry.com
 - refusetrucksscales.com
 - garbagetrucksscales.com
 - myinsighthq.com
 - loadriteinsight.com

“**We**”, “**Us**” and “**Our**” means Loadrite (Auckland) Limited (NZCN 101782), together with each other entity (wherever incorporated or domiciled) that is part of the Loadrite Group, or the Precisional Group, including Precisional, LLC.

“**You**” means you as an individual or, if you are accessing on behalf of another person, including a company, that person, and “**Your**” has a corresponding meaning.

ACCESS AND USE OF THE WEBSITE

We grant You the right to access and use the Services via the Website. This right is non-exclusive, non-transferable, and subject to these Terms (as amended from time to time). All other terms and conditions are expressly excluded unless otherwise agreed in writing.

You agree to access and use the Website and any Products and Services in accordance with these Terms, any terms and conditions of sale in relation to any Products and Services and all applicable laws. If you are accessing and using the Website on behalf of another person, you confirm you are authorised to do so and to accept these Terms on that person’s behalf, and that person will also be bound by these Terms.

You must provide true, current and complete information in Your dealings with Us (including when setting up an account, if applicable), and must promptly update that information as required so that the information remains true, current and complete. If there is an account, You must keep any user ID and password secure, not permit any other person to use Your account, and immediately notify Us if You become aware of any unauthorised use of your account or disclosure of your user ID and/or password.

As a condition of your use of the Website you agree that you will not use the Website or any materials from the Website for any purpose that is unlawful or prohibited by these Terms. You will be responsible for any costs incurred by the Loadrite Group or any other party (including legal costs) as a result of your misuse of the Website. You may not:

- use the Website to disseminate or convey inappropriate, defamatory, obscene, salacious, or unlawful information, images or materials; or to defame, harass, stalk, threaten or otherwise violate the legal rights of others.
- use the Website in such a manner as to interfere unreasonably with its use by others; or attempt or assist another to access, alter, or interfere with the communications and/or information of another user;
- archive, copy, reproduce, distribute, modify, display, publish, licence, create adaptations or derivative works from, offer for sale or use (except as expressly authorised under these Terms) any of the Website content;

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- circumvent, remove, alter, disable, deactivate or otherwise interfere with any security-related features of the Website;
- use any automated tools or mechanisms including any robot, spider or scraper to access the Website or insert any code or manipulate the Website;
- reverse engineer, disassemble or decompile any software or software processes in relation to the Website;
- use the Website content for any commercial purpose, or for any public display (commercial or non-commercial), or establish a link to our Website without our written permission;
- remove any copyright or other proprietary notices on the Website;
- use any information, images or other Website content in any manner that infringes any copyright, trademark, patent, trade secret or other proprietary right of any party;
- advertise or offer to sell or buy goods, or use the Website for business promotional purposes; or
- install any viruses, worms, malware or other harmful or destructive software or thing that may impair the functionality of the Website or the ability of others to access and use the Website, Products or Services.

The Website may include bulletin board services, blogs, chat areas, forums, communities, personal web pages and other message or communications facilities designed to enable you to communicate with Us and with other Website users. If You post, upload, link, store, share and submit or otherwise make available material (e.g., text, images, data) on the Website (collectively **User Communications**), You:

- agree that all User Communications are considered non-confidential and non-proprietary;
- are responsible for that content, including its legality, reliability, appropriateness and that your User Communications will not infringe or violate the rights of any third party;
- represent that you have the right to use it and to grant us the rights and licence as provided in these Terms, and that its use does not violate the privacy or intellectual property rights of any person; and
- grant Us the right and licence to use, modify, reproduce, and distribute that content.

We reserve the right at all times to disclose any information as We deem necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any User Communications or other materials, in whole or in part, in Our sole discretion.

We do not control or endorse the content, messages or information found in any User Communications and, We specifically disclaims any liability with regard to all User Communications and any actions resulting from your participation in any Services.

OUR OPTIONS

Under these Terms, We may:

- edit or remove any content, features or functionality of the Website; and
- monitor Your use of the Website.

We may:

- suspend, restrict, or terminate Your use of the Website at any time without notice or liability; and/or
- take legal action against You if You breach these Terms.

The No Warranty/Disclaimer and Limitation of Liability provisions of these Terms will survive any termination of Your access to the Website.

If you violate these Terms, your authorisation to use this Website automatically terminates and you must immediately discontinue use of and destroy any downloaded or printed materials obtained from the Website.

INTELLECTUAL PROPERTY

Your use of this Website or Our Products or Services does not transfer the ownership or grant any right or title in or to any of Our IP to You or any third party (unless specifically agreed by Us in writing in respect of any Products or Services).

You agree and acknowledge that:

- We retain all right, title and interest in and to the Our IP and You agree to not attack, dispute or contest the validity, or the ownership, of Our IP; and
- no ownership rights in any of Our IP are vested or created by the limited rights of use granted to You under these Terms and that all use of Our IP under these Terms, continues for Our benefit.

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PRODUCTS AND SERVICES

Our obligations with respect to our respective Products and Services are governed solely by the terms and conditions of sale and any other agreement under which they are provided. For example, if you download software from this Website, use of the software shall be governed by the provisions of any End User License Agreements or other software license agreements that are provided with the software. If you obtain a Product or Service through this Website that is provided without an agreement, that product is provided under these Terms and “As-Is” with no warranties, express or implied, as set out in the “No Warranty/Disclaimer” section of these Terms, and your use of that Product or Service is at your own risk.

PASSWORD-PROTECTED AREAS AND ACCESS

Certain services available through this Website may be accessed from password-protected areas only. Access to and use of any such service from a password-protected area is restricted to authorised users only who have met the qualifications required by Us, in Our sole discretion, for use thereof. Such Services may be provided subject to the terms and conditions of a separate use or license agreement applicable to the specific Service and posted at such password-protected area. In the event of a conflict between these Terms and provisions contained in any separate agreement applicable to a specific Service available through this Website, you agree that the latter shall take precedence. Distribution of a password to any person or entity not authorised to use the password is prohibited and will result in immediate removal of the password holder’s rights to access this Website in whole or in part.

PRIVACY AND COMMUNICATION

You are not required to provide personal information to us, although in some cases if you choose not to do so, then we will be unable to make certain sections of the Website available to you. When you provide personal information to us, Our Privacy Policy located at [Privacy Statement | Loadrite \(goloadrite.com\)](#) applies. You agree that We can send You information relating to Our Products and Services by using electronic messages or other means. You may unsubscribe from the electronic messaging services at any time.

NO WARRANTY/DISCLAIMER

To the maximum extent permitted by law, We expressly disclaim and exclude all representations, warranties, conditions and guarantees, including (without limitation) in respect of quality, merchantability, fitness for purpose, condition, description, manufacture, design or performance whether express, implied by common law, law merchant, trade usage, custom or otherwise or statutory in relation to the Website.

You acknowledge that:

- Your use of the Website is at Your sole risk and We are not responsible to You or any other person for any loss under or in connection with these Terms or the Website;
- the Website are provided “as is” and “as available” and “with all faults”;
- the Website may not be secure, timely, uninterrupted, error-free or otherwise reliable;
- We may cease to make available any of the Website content at any time; and
- the transmission of information via the internet is not secure and We cannot guarantee the security of Your data in transmission to or from our Website.

LINKED SITES AND LINKING TO THE LOADRITE WEBSITE

This Website may contain links to other websites of which We do not have control and are not governed by these Terms or Our policies. Any link to other websites is not an endorsement of those websites by Us and We are not responsible for the content, accuracy, reliability and/or availability of any information, materials, data, opinions, advice or statements made on those websites.

You may create links to this Website from other sites, but only in accordance with the following guidelines. Any Website that links to this Website:

- May link to but not replicate Our content.
- May refer to Our company name or product names in a plain text font and format in accordance with Our general trademark usage guidelines, using appropriate wording such as “Click here for more information on Loadrite’s products”.
- Should not create a browser or border environment around Our content.
- Should not imply that the We are endorsing it or its products.

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- Should not misrepresent its relationship with Us.
- Should not present false information about Our products or services.
- Should not use Our logo or other trademarks without permission from Us.
- Should not contain content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups.

By placing a link on your website to the Website you agree to promptly remove such link at Our request. For information on Our authorised logo and trademark use programs, you may contact Us.

LIMITATION OF LIABILITY

Any liability to You by Us in respect of anything arising from or concerning these Terms or the Website or any of the Products or Services, whether arising in tort (including negligence), contract, breach of statutory duty, equity or otherwise arising from any relationship with You (“**Our liability**”) is excluded to the fullest extent permitted by law.

To the extent that Our liability cannot be excluded by law or the exclusion of Our liability would render these Terms unenforceable, You agree that the maximum amount that We (in total) are liable to You for is NZ\$100, or the next largest amount that would be needed to render these Terms (including these exclusion and limitation provisions) enforceable for Our benefit.

Despite anything else contained in these Terms, You agree that We are not liable to You (or to anyone else) for:

- any failure or delay in the performance of Our obligations under these Terms to the extent that the failure or delay is caused, directly or indirectly, by You or the use of Your account by any other person, or an event outside Our reasonable control;
- any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses.

GENERAL PROVISIONS

Severability: If any part or provision of these Terms are held to be invalid, illegal or unenforceable that part or provision will be deemed deleted from these Terms and the remainder of these Terms will continue to apply.

Relationship: These Terms do not create any relationship of partnership, agency, employment or joint venture between You and Us.

No waiver: Any failure or delay by either You or Us in exercising (or in partially exercising) any right, power or remedy arising from a breach of these Terms (Right) does not operate as a waiver of that Right unless that waiver is provided in writing and signed by the party granting the waiver. The existence of any Right of Ours expressly set out in these Terms, or the exercise of such, does not limit or prejudice any other rights, powers or remedies available to Us in contract, at law or in equity, including any rights, powers or remedies that would be available to Us if the right, power, or remedy was not set out in these Terms.

Reservation of Rights: Any rights not otherwise expressly granted by these Terms are reserved by Us.

NZ law: These Terms shall be interpreted in accordance with, and governed by, the laws of New Zealand without regard to its conflict of law provisions. Your Use of this Website and the supply of any Products and/or Services to You by Us and any other matter arising from these Terms are subject to the laws of New Zealand. You agree that any dispute arising from or relating to these Terms is governed by the non-exclusive jurisdiction of the courts of New Zealand.

Entire Agreement: Unless We otherwise agree in writing, these Terms constitute the entire agreement between Us and You in relation to their subject matter. If you are subject to a specific agreement with Us, if the terms of that agreement conflict with these Terms, the provisions of that agreement prevail.

Your Rights: The Website’s contents have not been prepared by taking into account the particular situation or needs of any individual users, other than Your rights under the New Zealand Consumer Guarantees Act 1993 and New Zealand Fair Trading Act 1986.

Contact: If You have any questions or concerns in relation to the Website, related services or terms and conditions, please contact us via <https://goloadrite.com/contact-us>.