



# TERMS OF USE

These terms of use apply to all access to and use of this site. This website ("site") is owned by Timberline Company Limited ("Timberline"). Your use of this site is governed by these terms of use. By accessing and browsing this site you agree to be bound by these terms of use.

## All liability excluded

To the extent permitted by law: all warranties, representations and guarantees (whether express, implied or statutory) are excluded, including without limit, suitability, fitness for purpose, accuracy or completeness of this site or the content on or accessed through it; and we will not be liable for any damage, loss or expenses, or indirect losses or consequential damages of any kind, suffered or incurred by you in connection with your access to or use of this site or the content on or accessed through it. If the New Zealand Consumer Guarantees Act 1993 applies, you may have rights or remedies which are not excluded nor limited by the above. If you are using this site or its content for business purposes, the above exclusions and limits will apply and the New Zealand Consumer Guarantees Act 1993 will not apply. Timberline will take action to correct any error or inaccuracy which is brought to its attention, within a reasonable time.

## Amendments

Timberline may amend these terms of use from time to time so you should check and read these terms of use regularly. By continuing to use this site after any such amendment, you are deemed to have agreed to the amended terms of use.

## Content on or accessed through site

While Timberline has tried to ensure the content on this site is current, accurate and complete, it does not guarantee such content will be current, accurate or complete when you access it. Timberline only provides the content on, or accessed through this site, on an "as is" basis. You must make your own assessment of the suitability of the content and/or the services for your own purposes. You are solely responsible for the actions you take in reliance on the content on, or accessed through, this site. Fletcher Construction may change the content and/or services described on the site at any time without prior notice. Users seeking to rely on or verify any content and/or services contained on this site should contact Timberline.

## Jurisdiction and governing law

This site and content has been prepared in accordance with the requirements of New Zealand law. These terms and any matters or disputes connected with this site will be governed by New Zealand laws and will be dealt with by New Zealand courts.

## Privacy statement

Timberline may collect, retain and update personal information about you which you provide both: directly, for example, by you sending us an email enquiring about information on Timberline services; and indirectly through your use of this site and the services and functionality offered through it. Timberline may use this information for purposes connected with: providing, monitoring and marketing existing and future law and

internet related products and services, to you; keeping you informed of developments or opportunities in areas or activities you have previously been interested in or we believe you may be interested in. Timberline may provide overall statistics about users, site use, demand for relevant products, services, facilities and information, traffic patterns, and related site information to reputable third parties. These statistics will not include any information which personally identifies you.

You are entitled to request correction of any personal information Timberline holds about you at any time. You can request to be removed from any Timberline mailing list or similar Timberline service by emailing [web@timberline.co.nz](mailto:web@timberline.co.nz). Your rights of removal may be subject to any additional terms which apply to the relevant list or service.

## Right to use site and content

You may access / view material on this site, however if you wish to reproduce or print any of the content on this site, provided you only use that content for informational, non-commercial purposes, you must get Timberline's prior written consent. You may not use this site, or the content on it, for any other purpose or in any other way.

## Third party materials

This site contains links to third party websites. These are not controlled by Timberline. They are provided for your convenience only, and do not imply that Timberline checks, endorses, approves or agrees with the third party websites it links to. Third party websites will likely have their own restrictions on how you may use the content on those websites and what responsibility the website provider will accept in relation to the content. You should ensure you read and comply with these.

## Intellectual property rights

© Timberline 2018. All rights reserved. All intellectual property on this site, including without limit, the text, graphics and copyright works is owned by Timberline (or the relevant content supplier). Timberline is the exclusive owner of all rights in the compilation, design and layout of this site.

## Image library

Timberline reserves the right to withdraw permission to reproduce copyright material whenever, in its discretion, it feels that the privilege of reproducing its material is being used in a way that is detrimental to its interest or if the instructions provided are not being followed properly to protect its copyright.