

No1 Blinds Ltd - Terms & Conditions – Installed customers

1. Acceptance

- A) Number 1 Blinds Ltd trade as No1 Blinds Ltd.
- B) The quotation provided is valid for 30 days.
- C) This order is a binding contract between the parties.
- D) The customer should only pay the deposit for their quote once they are 100% happy that the quote reflects what they are wanting. Once payment is made (either 50% or 100%) it will be applied to the quote number provided on the bank reference (if paying by bank transfer) and it will go straight to the production queue. No changes can be made after this as it may go into production at any time.
- E) Deposit/full payment indicates acceptance of No1 Blinds terms & conditions of sale.
- F) Deposit to be paid before work can commence.
- G) Our blinds are custom-made to order. Therefore, once deposit is paid, it cannot be cancelled or a refund given.
- H) We estimate jobs to be manufactured & installed within 5 - 15 working days however this is subject to stock availability & restricted by conditions out of our control. We take no responsibility for jobs supplied outside of this time frame.

2. Installation

- A) Payment of balance is due before install date can be booked.
- B) We do not offer a customised installation service. The customer needs to organise for No1 Blinds to access to the property during normal business hours of 8.30am to 5pm Monday to Friday. We install in different regions of Auckland at different times of the day to minimise peak hour traffic. The customer will be offered up to 3 options for installation. If the customer cannot make any of these times we may need to organise installation on a Saturday, and this will incur a fee of \$150.00 plus GST.
- C) If an agreement cannot be reached for a day and time of install, the blinds can be held free of charge for up to 3 months and it will be the customer's responsibility to collect them and self-install. No refund will be given for installation costs.
- D) To allow the installer to install your blinds, we require the customer to make sure there is safe & clear access to each of the windows. Any furniture in the way must be moved away from the window prior to his arrival. Any items on your windowsills must be removed.
- E) For high windows, obstacles will need to be moved far enough away to allow extra-long ladders. For high windows, additional surcharges may apply.
- F) All pets and young children must be kept safely away while the installer is working. Please ensure dogs are restrained or locked away prior to the installer entering the property.
- G) If for any reason, we are unable to access a property for installation (includes the property being unsafe) No1 Blinds will hold the blinds free of charge for up to 3 months. After this time, charges may apply.
- H) Clients are responsible for removing existing window treatments (if not agreed prior) or a surcharge will apply. \$30.00 plus GST to take down for each window & this will be invoiced after installation day.
- I) Customers are always required to be at the installation so they can check the quality & make sure they are happy with everything before the installer leaves. By signing the delivery note the customer agrees that they have inspected the blinds and that they are free from defect & in good working condition. The customer may nominate someone on their behalf to be at the installation if they are unable to attend but it is the nominated person's responsibility to therefore check and sign off the job on the customer's behalf.
- J) If the customer is not at there at the time of installation and chooses not to appoint someone to be present on their behalf, the blinds installed will be deemed to be of acceptable condition and in

working order. If No1 Blinds is requested to come back at a later time to make adjustments when the customer or their representative was absent at the time of original install, there will be a call out fee of \$75.00 plus GST.

- K) For internal fitting blinds (inside the window frame), where two blinds butt up to each other in one window or in a corner, there will always be gaps. We do our best to minimise this however it is unavoidable. If the customer prefers to minimise the gaps even more, we recommend the customer request the salesman to measure for outside fit (on the window frame or on the wall).
- L) If installation booking is made and the installer arrives on site to find the property inaccessible, the job will have to be re-booked and a re-booking fee will apply. The fee is \$75.00 plus GST for the new date to be booked in and \$20 plus GST for each blind to be installed.

3. Product

- A) All blinds are made 'square' and no responsibility is taken for out of square windows.
- B) Colours and weaves may vary from sample & between batches.
- C) Limitation of Liability. In no event will No1 Blinds Ltd be liable for costs, expenses, or damages in connection with the sale exceeding the Purchase Price of the Product. Where the Products include multiple items or units, the liability shall be limited to the price of the individual item.

4. Self-care

- A) It is the customer's responsibility to keep the blinds in good order, free of dirt and insects. If the blinds begin to telescope this may be caused by bugs or debris being caught up where the fabric rolls around the tube.
- B) The blind may also telescope due to the frame being out of square. The window frame may have been installed out of square or subsidence in the property may over time cause it to happen. You can reduce it by unrolling the blind, putting a small piece of tape at the top where the fabric attaches to the tube. If the blind rolls to the right, put the tape on the left-hand side, if it rolls to the left, put it on the right.
- C) If you continue to have issues that you cannot resolve using the above technique, we recommend you cease using the blind as this could lead to damage. If you deliver it to us at No1 Blinds factory in East Tamaki we will re-align the blind free of charge while you wait (excludes Saturdays).

5. Warranty

- A) No1 Blinds offers a 5-year warranty (T&C applies).
- B) If it is a manufacturing fault, we will collect within the Auckland area for free. If outside the Auckland area, we will ask the customer to courier the blind & we will reimburse them for this cost of the courier (you will be required to provide the courier receipt/invoice). We will repair or replace the blind and return and install at our cost. If on inspection it is determined to be customer misuse, courier fee will not be refunded and if we have collected the blind, a \$75 plus GST call out fee will be charged.
- C) If No1 Blinds needs to remove the blind to take it back to the factory for assessment or repair but the customer refuses to allow us to take it on the day we come out, it will be the customer's responsibility to return the blind to No1 Blinds factory at Unit 9, 2 Lady Ruby Drive, East Tamaki, Auckland.
- D) While we do our best to return blinds or make them available for collection as soon as possible, we cannot guarantee a specific date as there may be factors or circumstances outside our control.
- E) We will endeavour to colour match or find similar components for repair and replacement however, we cannot guarantee the exact same fabric range, or colour match will be available at the time of the repair or replacement.
- F) This Warranty is limited to the repair or replacement of the product or components which are of manufacturer's fault.

- G) Warranty is not transferable; our product warranty only applies to the original purchaser of our blinds.

6. Motors

- A) It is customer's responsibility to ensure the motors are charged. To do this, plug the charger cable in and leave for 24 hours, ensuring the light is solid green. If after 24 hours the light is not showing solid green, please call the office on 0800 10 11 30 & request a new charger cable be sent out. By allowing the motor to go flat (misuse) it will cause the limits that were set at the time of install (blind pairing to each channel & upper & lower limit on each blind) to fall off.
- B) If upper and lower limits are accidentally changed (misuse) & the blind continuously rolled down, the blind will fully unroll, and it may cause the fabric to fall off the tube (misuse).
- C) We will re-visit the customer within the Auckland region free of charge in the first 3 months after installation date up to a maximum of two times to re-set your blinds.
- D) For jobs outside of Auckland (more than 1.5 hours travel from CBD) within the first 3 months after installation date we will come out for a standard call out fee of \$75.00 plus GST plus \$25.00 plus GST to re-set each blind.
- E) After 3 months from installation date & within the Auckland region, there will be a call out fee of \$75.00 plus GST & \$25.00 plus GST charge for each blind that needs to be reset.
- F) For jobs outside of Auckland (more than 1.5 hours travel from CBD) after the first 3 months after installation date we will come out for a call out fee of \$250.00 plus GST plus \$25.00 plus GST to re-set each blind.
- G) If the installer comes out & the motor is flat, we will install a chain drive so the blind can be operated. The motor will be returned to the factory for testing.
- H) If we can charge the blind & no fault is found the customer can either pick the motor/blind up from the factory in East Tamaki or we can take the blind out and reset the limits. If customer requests us to come out (within the Auckland region) there would be a call out fee of \$75.00 plus GST plus \$25.00 plus GST fee to reset each blind. Outside the Auckland region (more than 1.5 hours travel time from Auckland CBD) the call out fee would be \$250.00 plus GST and \$25.00 per blind to reset the limits.
- I) If No1 Blinds finds fault with the motor this will be replaced free of charge & no call out fees will be incurred.
- J) After 3 months customers can bring a motor or remote back to the Factory in East Tamaki for testing for a fee of \$50.00 plus GST. We will require 5 working days to allow enough time to charge and test it.
- K) Call out fees & any extra charges will be invoiced once the job is complete.

7. Not covered by warranty

- A) This Warranty does not cover defects or damage caused by misuse, abuse, accident, alterations, battery devices, normal wear and tear or failure to follow our instructions with respect to cleaning or maintenance.
- B) Fraying occurs when operation chain is pulled at an angle and rubbed against the fabric. We do not warranty against fraying edges on roller blind fabric. If you notice fraying on your roller blind, the customer can bring it to the No1 Blinds factory in East Tamaki, and we will re-skin it for \$75.00 plus GST.
- C) We do not warranty against damage due to jerky, fast or uneven chain operation.
- D) If it is deemed fault by misuse or as mentioned in our T&C, it will be customer's responsibility to send the blind back to No1 Blinds at the customer's cost. The customer will be liable for courier costs to return it or if you would like us to collect it, there would be a \$75.00 plus GST fee for collection (within Auckland region). It is then customer's responsibility to collect the blind from our

East Tamaki factory or we can bring it back and re-install it for a fee of \$75.00 plus GST. All fees are payable on collection or prior to install booking.

- E) No1 Blinds does not offer alternative window coverings when a blind needs to be removed and taken away.
- F) We do not cover fraying pull cords on PVC venetians (we recommend wooden venetians over PVC venetians if you are wanting to pull them up and down often as they are lighter).
- G) We offer a 5-year anti-fading warranty however over time fabric will fade naturally to some degree and this is not a defect.
- H) Wood is a natural product and warranty excludes slight warping, twisting & variations in the grain & paint.
- I) We do not offer warranty for mold, mildew or rot where wooden venetians are installed in excessively damp areas.
- J) We do not warranty blinds exceeding the recommended maximum sizes.
- K) Errors or damage from DIY installation or third-party installation is not covered under warranty.
- L) The warranty is void if anyone alters, cuts down or repairs blinds without permission from No1 Blinds.

8. Making a warranty claim

- A) We do not accept warranty claims over the phone. Please email details including your quote/invoice number, clear photos, which window number (as per your quote) and an explanation of the issue. Send to customerservice@no1blinds.co.nz. Please confirm the best telephone number to contact you on. We cannot assess the claim until all information has been received.
- B) The customer can also bring the blind into the factory at Unit 9, 2 Lady Ruby Drive, East Tamaki for assessment.
- C) We will assess the issue and be in contact to advise next steps.

9. Credit / unpaid accounts

- A) Where 20% of the month credit is given, the account must be paid by the due date or else a 10% penalty will be implemented.
- B) By signing the credit application form the wholesaler is accepting No1 Blinds terms & condition of sale and is agreeing that No1 Blinds can use the information provided, to obtain information regarding credit history via a third party credit agency if necessary.
- C) Delay of payment unauthorised by No1 Blinds will incur a 10% penalty per month.
- D) Blinds remain the property of No1 Blinds until fully paid.
- E) In the event of this account being placed in a debt collection agency for formal demand, all collection fees and disbursements shall be a debt due and owing by the client.