

# WINDOW TRENDZ NEW ZEALAND LTD - TERMS OF TRADE

The terms of trade set out below govern all of the supplies of Products from Window Trendz New Zealand Ltd. Window Trendz New Zealand Ltd will meet its obligations under the Consumer Guarantee Act 1993.

## 1.1 Definitions:

"Window Trendz New Zealand Ltd" means the Company T/A as stated on the Quote/Order Confirmation/Invoice who are offering to supply the products and/or services to the consumer.

"Products" means goods supplied by or through Window Trendz New Zealand Ltd to you.

"Services" refers to any service by Window Trendz New Zealand Ltd, to you, which is not a supply of products.

"Quote" means a document which records an offer by Window Trendz New Zealand Ltd to supply products and/or services to you.

"GST" means Goods & Service Tax at the rate payable in New Zealand for any supply of product.

## 1.2 Quotes

A printed quote is valid for 30 days from the date printed on the quote. All quotes based on house plans or your own measurements are subject to an on-site check measure to confirm measurements unless express written instruction is provided by the customer to do so.

## 1.3 Orders

On acceptance of a quote, you will be sent an order confirmation confirming the details of your order, and the estimated date that we will have all items ready for installation. Please note that this is a system generated date and will be subject to change based on delays from suppliers, freight delays and out of stock items.

We will make best efforts to supply your order around the ETA due date – however this is an indicative date only and during high demand periods, these dates can be unreliable. The Seller will not be held financially liable should a supplier's inability to supply the ordered products on-time, or indeed at all, results in a client's inconvenience or financial loss.

### 1.3a COVID

COVID-19 DELAYS: We are currently experiencing on-going supply chain issues with most product ranges. While we will make every effort to meet our estimated lead times, there are some delays occurring which are out of our control. We appreciate your patience and understanding. We will contact you if we are made aware of any significant delays to stock availability.

## 1.4 Backorders

If a fabric is unavailable or out of stock at the time of ordering, we will advise you as soon as we are made aware of the estimated arrival of the product with the option to wait, change to a similar product, or cancel your order.

## 1.5 Corrective & Remakes

We have an excellent reputation and we promise to put any issues right. We ask that if you are not happy with any aspect of your order, please contact us and we will make a time for someone to come and have a look, and make a plan to remedy.

Corrective or Remake work will be prioritised and an indication of lead time will be provided when the remake is arranged.

## 1.6 Payment Terms

Unless otherwise agreed, the Seller requires a deposit of 50% of the quote total value before commencing the order. Paying the deposit signifies the buyer's acceptance of our Terms and Conditions.

The balance of payment is then due within seven days, or a 2.5% interest rate per month will apply. All goods remain the property of Window Trendz New Zealand Ltd until paid in full.

Any expenses, costs or disbursements incurred by Window Trendz New Zealand Ltd in recovering any outstanding monies including debt collection agency fees or solicitor's costs shall be paid by the client.

For supply only orders, payment is required before collecting the order.

The Seller will not be held financially liable should a supplier's inability to supply the ordered products on-time, or indeed at all, results in a client's inconvenience or financial loss.

Buyers cancelling orders after the order has been processed will result in the buyer being liable for any re-stocking fees or labour costs incurred. It is not possible to cancel an order once the fabric has been cut.

If installation is delayed at the Buyers request for more than one month, 10% of the value of the job may remain unpaid until the job's completion. The remaining invoice value will be subject to the regular payment terms of payment in full once the installation has been completed.

If Window Trendz is liable for any damage caused during installation, a written quote must be provided for the work required to complete the repairs and a written purchase order for the value will be provided.

## 1.7 Warranty

Workmanship – The Seller guarantees all workmanship on manufactured products including curtains and roman blinds for a period of 2 years from supply or installation.

Installations – The Seller guarantees the workmanship of their installation for a period of 2 years from the date initially installed.

Blinds – The Seller guarantees to fix or replace any blind or blind componentry found to be faulty for a period as stated on the warranty schedule for each individual product. This is available upon request and is usually a period between 2 and 5 years.

Fading Claims – No claims for faded fabrics on leadings edges of curtains or Roman blinds that have been exposed to direct sunlight are able to be recognised.

## 1.8 Compliance with samples

There may be a slight colour variation between batches of fabric, for example between the sample and the physical product supplied. If you require an exact match, we will provide a sample cutting of current stock on request.

## 1.9 Caring for your fabrics

In New Zealand, we have some of the strongest sunlight in the world and with our extreme UV rating, customers should be aware of certain precautions when selecting window furnishings. All fabrics, regardless of the dyes used will deteriorate under direct sunlight or reflected ultraviolet light.

A sunscreen blind is recommended behind curtains or roman blinds which are going to be in direct sunlight. A superior quality lining is always recommended - advice on this is available upon request.

Leading edges of curtains (those facing the windows) are particularly vulnerable to sunlight degradation. To help reduce this effect, it is recommended that curtains be rotated periodically, i.e. – the left-hand curtain swapped to the right-hand position.

Ensure sufficient stacking either side of your window is achieved to reduce direct sunlight when drawing the curtains off the window during the day. The heat between your curtain and the window can be severe when curtains are closed in sunlight and this can cause fading and damage to the fabric.

## 2.0 Fabric information

Fabrics are not a solid substance and can move due to atmospheric conditions. An acceptable industry standard allows for up to 3% movement in most fabrics and with certain others e.g. Acrylic, Polyester, Cotton, Linens and Acetates, 5-6% shrinkage is considered normal.

Thermal and blackout coated fabrics/linings may show some daylight through the stitching, this is the nature of the coated fabric