

Terms and Conditions of sale – No1 Blinds™

QUOTATIONS:

Our quotations are valid for 30 days. A new quotation may be required after this period, unless the old quotation is accepted by us at our discretion.

To request a change on a quote, please contact our salesperson as indicated on our quote either by e-mail or phone. Please include your quote number so that they can update the quotation with the changes you request and send it to you for final approval. Please do not communicate change of colour or any other specifications of your blinds to the office if it was prepared by our salesperson.

ACCEPTANCE OF ORDER:

1. Non-Trade Install Customers:

Our quotation is accepted, and order confirmed when you make a 50% deposit or full payment as per the terms indicated on our quote. By making payment, the customer acknowledges that the specifications of products on the quote are final and that the terms and conditions on the quote have been read, understood and accepted. Once payment has been received, we place the order into production, and will not accept further changes to the order. Refunds will not be given if the customer changes their mind after a deposit has been received. Production will not commence until funds are cleared in our bank account. Please indicate our quote number as the reference number, when you make deposits into our bank account as detailed on our quote. If blinds are fully manufactured and the customer changes their mind, full and final payment is still payable within five working days.

2. Non-Trade Pick-up and Freight Order Customers:

Full payment is required on all orders to be picked up or couriered before manufacturing can commence. Refunds will not be given if the customer changes their mind after a payment has been received

3. Trade Customers:

Our regular trade customers who have credit terms approved by us, acknowledge that our terms and conditions have been read and accepted, when placing an order or signing an order form.

4. Non-Trade Install Customers and Non-trade Pick-up and Freight Order Customers: - no refund will be offered if we go over our 10 to 15 working days to manufacture and supply as this is just a guideline.

5. If the customer has multiple different types of blinds on one order and we cannot supply one colour blind (or are one blind short) because of supply issue, there will not be a full refund. We will refund the blinds that we are unable to manufacture.

FINAL PAYMENT FOR INSTALLATION ORDERS:

Any outstanding balance is required to be paid before an installation appointment can be booked. You will receive an email advising that your order has been manufactured, that the full and final balance is due and once payment has been made, to phone the office to confirm the scheduled installation date. Please note that the funds need to have cleared our account prior to the booking being made, alternatively a screen shot of your payment can be sent to admin@no1blinds.co.nz

INSTALLS:

When the customer is unable to attend the first install time or date our team work to within the 15 working days, the 15 working days becomes void. An appointment will be made for the installation the next time our installers are in the property area. You or your representative is required to be onsite to check for any errors or omissions, when we come to do the install. If you are not on site at the time of installation and are unhappy later, you will incur a further cost to have a serviceman come to your property. No install times will be booked outside of our current standard working hours. If requested and available, a charge may apply.

If the customer is late to the pre-arranged installation booking time, our installer will install as many blinds as possible within the allocated appointment timeframe. The customer then has the option to install the remaining blinds themselves, or if a further installation booking is required, the callout fee will be \$150.00 plus \$45.00 per 15 minutes spent at the property to install the remaining blinds. This would be invoiced by the administration team with payment required in 5 working days. Please note, if the installer has to return to a property for the second time and the customer is not present, they will wait for 2/3 of the appointment time, at which stage the blinds would be returned to our factory and the customer would be required to collect them. No further installation bookings will be offered.

CANCELLATION OF PRODUCT OR ORDER:

No refunds will be made if you decide to cancel or reduce the order, once manufacture has begun.

TRANSFER OF TITLE:

Title of the product passes to the customer only after full payment has been received.

MEASUREMENTS TAKEN BY CUSTOMER:

When measurements are provided by the customer, the accuracy of the measurements is fully the responsibility of the customer and any rework due to mis-measure is entirely at the customer's expense. The customer should make clear if the measurements provided are for an inside or outside fit.

CUSTOMISATION:

We use our own techniques, styles and specifications to manufacture blinds to our standards. Any additional customisation required by the customer must be agreed in writing before either deposit or full payment is made.

INSTALLATION BY NO1 BLINDS™:

We aim to complete your blinds within 5 – 15 working days from the date of receipt of cleared funds. However, this is an estimate only and we take no liability if we are unable to meet the date estimated.

No1 Blinds™ will schedule your installation date and time according to delivery schedules for that period. Please make yourself available for the morning or afternoon of your scheduled appointment to allow for traffic delays. If you are unavailable for the scheduled appointment date and time, your appointment will be moved to the following week.

Cancellation of any booked install appointments will require 24-hour prior notice. Late cancellations may incur a call out charge for a new appointment.

It is the customer's responsibility to remove existing tracks and window coverings before the time of installation, unless we have agreed to remove them at an agreed cost on the quote. If windows are inaccessible for installation at the time of appointment, blinds will be returned to the factory and it will be the customer's responsibility to collect and install them. Any additional visits by us will incur a call out fee and possible additional charges for every 15 minutes taken to install. Payment will be required before a new installation date can be booked. Time taken to install will be estimated by us and charged accordingly.

If you have a preference for how you would like the blinds installed this must be explained to the sales representative prior to manufacture and installation of your blinds. Failure to advise No1 Blinds™ of this will result in the blinds being installed using our own techniques to install the blinds.

If you need to cancel your installation appointment, you must do so more than 24 hours in advance via email to admin@no1blinds.co.nz

The person taking delivery of the goods must be there at the time of installation and sign to say they have received them in good condition and in accordance with the order made. No responsibility will be taken by No1 Blinds™ for damage after installation.

DELIVERY:

We endeavor to manufacture and deliver blinds to the address you provide as soon as possible after your order has been placed and funds have cleared into our account. We aim to complete your blinds within 5 – 15 working days from the date of receipt of cleared funds. However, this is an estimate only and we take no liability if we are unable to meet the date estimated.

DELIVERY OF BLINDS BY COURIER:

When you have decided to have your blinds delivered by courier, we will do our best to pack them in a way that protects them for normal courier transport. If for any reason your blinds are damaged in transit via this delivery method, we take no responsibility for damage or loss once they are handed over to a third party as we have no control over them. However, we will provide you with the tracking number for you to track your delivery. We generally use Fast Way / NZ Couriers for blinds under 2.3m wide and Mainfreight for blinds 2.3m wide and over but reserve the right to use a freight company of similar standard where necessary to get the blinds to you as quickly as possible to your designated address. Please note we do not recommend freighting blinds over 2.3m wide due to the increased risk of damage.

OUT OF SQUARE WINDOWS:

We take no responsibility for 'out of square windows' as our blinds are manufactured square.

SUPPLY:

Supply of blinds is subject to the availability of materials and exact colour match of fabrics used will be matched to the best of our ability.

DAMAGE:

We take no responsibility for any damage to property. Utmost care will always be taken and where there may be risk or damage to your property you will be advised.

WARRANTIES:

- Warranties are valid only where payments have been made in full and with proof of purchase.
- Warranties are not transferable and only the original purchaser of the products can make a claim under our warranties. In turn, we request our wholesale customers to extend their warranty only to their first buyer.
- Claims made against transit damage (when transported by No1 Blinds™), short supply or visible defects to the products, must be reported in writing within forty-eight (48) hours of receipt of goods, and be accompanied with photographic evidence for assessment, to No1 Blinds™.
- The fabric on your blinds are covered by an unsurpassed 10 year warranty against fade. This EXCLUDES the Sunset Range (Vertical and Blockout) which is covered by a 5 year warranty against fade.
- Wooden blinds are covered by a 5-year warranty; However, this warranty will not apply if the blinds are housed in an excessively damp or wet area.
- Vertical blind mechanisms (excluding chained bottom weights) are covered by a 5-year warranty.
- Aluminium Venetian blinds are covered by a 5-year warranty. This warranty excludes wind damage – excessive wind can cause the ladder to break between the top slat and the head rail. This will not be covered under warranty.
- Component Warranty for all blinds is 5 years. Number 1 Blinds Ltd will replace the defective component or component part affected. The cost to repair or freight the part is not covered by warranty. Furthermore should the blind need to be returned to Number 1 Blinds for the replacement part to be fitted this cost plus labour will be payable by the customer.
- The motors are covered by a 5-year warranty and the batteries are covered by a 5-year warranty
- Shutters are fully covered by a 5-year warranty

The above warranties are limited to the repair or replacement of the defective materials and components.

Where we provide installation services, No1 Blinds™ warrants that this service will be free from defective installation. This installation warranty extends to the original buyer for up to 3 months.

Warranty claims must be made as soon as possible after discovery of the defect and, in any event, within the warranty period.

If a defect is noticed within the warranty period, the blinds for warranty repairs must be brought to the nearest No1 Blinds™ office. Call out fees will be payable if the repairs are requested on site after three months from the date the products were installed. We will at our discretion either repair or replace the blind free of charge. However, once the defect becomes apparent, it is your responsibility to cease using the blind and return it to us. Where the blind is kept in use and further damages occur, repairs will be at your cost.

Roller blinds fitted with heavy bottom rails may appear wavy at the bottom from time to time. This is due to the expansion and contraction of the bottom rails due to changes in temperature at different times of year and is the nature of the blind.

No1 Blinds™ is only liable for any loss, damage or injury incurred by you or another person, up to the value of the blind supplied and in accordance with the laws of New Zealand.

WHAT IS NOT COVERED BY OUR WARRANTIES:

- Under no circumstances shall No1 Blinds™ be liable for lost profits or other direct, indirect, incidental, consequential, special or exemplary damages.
- If there are multiple products in the same room, only the defective product will be repaired or replaced. Every effort will be made to match the original specifications. If this is not possible, we will match the product as closely as possible.
- Product failure due to improper installation unless installation was carried out by No1 Blinds™
- Normal variations in colour grain or texture of natural products, slight warping of wood products, and natural colour changes to materials that take place over time.
- Products that exceed size recommendations made by No1 Blinds™.
- The cost of access equipment or electrical works necessary for repairs.
- Any conditions caused by normal wear and tear.
- Alterations and repairs to the product not carried out by a No1 Blinds™ representative, water damage, accidents, misuse.
- Exposure to the elements (sun damage, wind or rain), discolouration over time.
- Exposure to chemicals, and any type of corrosive element such as, cleaning products, insects, marine environments and salt air.
- Any damage resulting from exposure to high moisture and high humidity environments (resulting in mould, mildew or fungal growths) e.g. kitchens, bathrooms.
- Condensation damage.
- Large width roller blinds could show the effect of “V”ing. This effect is predominant on all large blinds. To reduce this effect, consider splitting the blind into smaller widths and/or inter-locking blinds.
- Selected fabrics can be railroaded. Railroaded fabric often leads to curling or cupping of the outer edges of the blind. Cupping of fabric at the outer edges of the blind is more pronounced on wider width roller blinds.
- All roller blinds allow light to pass around the sides of the fabric (even when blackout fabric is used). This is because the overall width of the blind including its brackets is always wider than the fabric width. Light Gaps are most prominent when a blind is fitted inside a window recess. Face fitting may be a better option than reveal fitting.
- Some wider width roller blinds will exhibit a deviation (puckering) across the width of the fabric at the base rail. This can be minimised by selecting base rail options.
- When we install wooden, roller, venetian or vertical blinds into bay windows, there will always be a gap in the corners.
- Please note that wooden blinds being a natural product, may appear to have little dots or little marks of the timber grains showing through the paint. This is normal and to our standards.
- Angle and special blinds manufactured per customer requests are not covered by our warranties.
- Blinds installed in a 45° angled window will always have a gap on the edges.
- Customers who have ordered their blinds online must advise if the blind is an outside fit. When providing the measurements, we deduct the required amount to ensure an accurate fit within the frame – an outside fit may require different calculations. If the order has been confirmed as correct and subsequent measurements or fitting structure are later found to be incorrect, this is not covered by warranty and the cost of a new blind would be required.

Please see below for warranty exclusions specific to blind sizing and type:

WARRANTY EXCLUSIONS	WIDTH (mm's)	DROP (mm's)
Aluminium Blinds	280mm to 399mm	150mm to 399mm
Wooden Blinds **blinds will not lift due to weight but the slats will tilt)	2901mm to 3000mm	2100mm to 3000mm
	2100mm to 3000mm	2200mm to 3000mm
	2000mm to 3000mm	2300mm to 3000mm
	1900mm to 3000mm	2400mm to 3000mm
	1800mm to 3000mm	2500mm to 3000mm
	1600mm to 3000mm	2600mm to 3000mm
	1500mm to 3000mm	2700mm to 3000mm
	1400mm to 3000mm	2800mm to 3000mm
	1300mm to 3000mm	2900mm to 3000mm
	1200mm to 3000mm	3000mm

HEALTH AND SAFETY:

Please provide clear and safe access to our employees when they come to your premises to provide a measure and quote or installation service. Pets should be kept restrained during M&Q and the time of installation.

Where the install involves high windows where a long ladder is used, we may request the customer's representative present at install to give a helping hand (such as holding the ladder) to avoid the additional cost of sending out a second installer. If such help is not available, we will have to send a second installer at an extra cost to the customer.

COVID-19:

Covid 19 outbreaks can cause delays in manufacturing and installs. Whilst we will always do our best to fulfil orders within the designated timeframe, isolation requirements may impact this. All staff wear PPE equipment when on site for quotations or installations.

LATE PAYMENTS:

If payment is not received by No1 Blinds™ on due date, 10% interest may be charged. In the event of this account being placed with a debt collection agency for formal demand or legal action being taken, the customer acknowledges that all collection fees and disbursements shall be a due debt owing by the customer. Any dispute regarding this invoice must be in writing within 10 days from the date invoice. Failure to do this will mean full acceptance of this invoice