

TERMS OF SALE AND SERVICE

Definitions

- a. "Kiwiblinds and Shutters" means the seller of product and service. Kiwiblinds Limited. NZBN-9429031038522
- b. "Our" or "Us" or "We" means Kiwiblinds and Shutters and any of our partners and associates
- c. "Partners" or "Associates" means any manufacturing, service, legal or utilities businesses who have an operational relationship with us
- d. "You" or "Your" means the customer, being a domestic customer or representative(s) of a business or organisation customer
- e. "Customer" means the person(s) or business representative(s) addressed in our quote(s) and any other form of correspondence and communication, as well as those same parties who may subsequently order our products and services
- f. "Product" means all blinds and shutter items and accessories supplied by us to the customer, as disclosed in quotation documents, emails, texts and any other forms of communication and correspondence
- g. "Quotes" means any form of pricing and disclosure information provided by us and this 'Terms of Sale and Service' document, as an attachment for duty of disclosure
- h. "Service" means product delivery, product installation, administration or customer service provided by us or any of our partners and associates
- i. "Payment" means any process form of deposit or full balance owing or paid to us
- j. "Order" means authority to manufacture, deliver and/or install product, as a binding contract, subject to correct payment made

Quotes/Ordering

1. All quotes will require a review after any disclosed validity date, to check for changes to manufacturing, material and general operating costs.
2. The customer is responsible for product selection as disclosed in any quote documentation/correspondence. We cannot accept responsibility for changes of product, once the factory production process has commenced. Additional charges may apply to make order changes.
3. The product and sampling images on our website are illustrative depictions only and may differ in appearance than real sampling and product. If you choose to sight sampling or product, you will need to request/consent to this. Sampling can be presented at your home or business premises by us and/or couriered out to you.
4. Quotes exclude costs of any additional discretionary accessories. This includes, but is not limited to chain control restraint clips, stainless steel control chains, stay clips and all product componentry colours and styles outside of our default range.
5. Upon correct payment, a binding contract is applied and an order is officially activated, regardless of whether the quote terms and disclosures have been read to any extent by the customer.
6. A full refund from an order cancellation request cannot occur, unless we or any of our manufacturing partners have not commenced any order activity, being materials/stock order supply commitments and/or the manufacturing production process. Also refer to clause 9 below for order amendments.
7. If an order cancellation request is made, it must be done so in writing to take any effect. We will determine a refund apportioned only to what materials, hardware, service and process costs have not been incurred past that point. If this accumulative cost matches or exceeds the value of the amount paid by you to us, then no refund will apply. Refer to the Consumers Guarantees Act for a domestic purchase and the Fair Trading Act for a business or organisation purchase. Also refer to clause 9 below for order amendments.
8. In the event of self-measuring, we take no responsibility for incorrect measurements or any fitting incompatibilities, irrespective of any resources or correspondence sourced from us to do so. You may request a 'Measure and Pre-Fitting Guide' or download at www.kiwiblinds.co.nz/information. This is a guide only and we cannot take into account all unknown variables that can apply in each particular case, and varying levels of customer interpretation and skill application.

Production/Delivery/Installation

9. Requests to amend any order specifications once the factory production process has started, will incur associated costs if materials and general supplies have been ordered and/or cut/assembled by us, or any of our partners. Any requests for change must be provided in writing. Also refer to clauses 6 and 7 above for cancellation and refund provisions.
10. Only estimated production and delivery/installation lead times can be provided when an order occurs and this can be subject to change. We will notify the customer in the event of any delay due to back order requirements for fabric(s) and/or componentry/material items. This is an industry wide occurrence from time to time and beyond the scope of us and our partners control. Other events such as natural disasters, weather conditions and pandemics/illness may affect production, travel or freight process timelines, in order to deliver or install product. This is beyond the scope of us and our partners control.
11. We do not deliver product to rural address zones or detached land from the North or South islands, unless by prior arrangement. An alternative delivery address is required.
12. For direct order deliveries, check all product packing thoroughly before signing for receipt from the courier or freight company. If any packaging area appears to have impact damage or is detached, open the packaging to inspect all product for damage or marks. If there are mark(s) or any level of damage evident, you must sign for the product as damaged and retain the product in your possession. Do not hand back to the courier or freight company.
13. If damage/mark(s) have been identified, you must take photo(s) of the product in the packaging. You must not remove any damaged or marked product from the packaging. You must email to info@kiwiblinds.co.nz, all photos and supporting comments, within 24 hours.

14. If the product is delivered unattended but damaged, follow the same course of required action as outlined in clauses 12 and 13. We will take all prompt and necessary action to repair or replace to new condition, but only if the steps as described in clauses 12 and 13, are strictly adhered to.
15. Full risk and responsibility for product will pass onto you once delivered without damage, or if clauses 12 and 13 or 14 are not strictly adhered to. Our product leaves the factory in perfect, undamaged condition. We cannot meet obligations with our insurers, if the instructions as outlined in clauses 12, 13 or 14, are not strictly adhered to by the customer.
16. In the event of self-installation, we take no responsibility for incorrect installation methods and/or any fitting incompatibilities, as well as any resultant damage to property or product, irrespective of any resources or correspondence sourced from us to do so. You will be provided with an installation guide. This is a guide only, as we cannot take into account all unknown variables that can apply in each particular case, including varying levels of customer interpretation and skill application.
17. We bring all the product with us when installing. We take full responsibility for all the product and handling, through until when the product is fully installed and tested.
18. If we are installing product, we can take no responsibility for structural imperfections of your window frame, wall, door or any other surface areas where our product is to be installed, thus limiting our ability to perform our obligations to the extent permitted by all laws and regulations. These imperfections include, but are not limited to frames, doors, walls and ceilings being out of square and/or surfaces cracking, crumbling or flaking during or after installation of products. You are responsible for determining if any surface or fixing area is suitable and prepared for our installation of the ordered product. We will take all due care with our installation methods within these provisions.
19. If you are installing product, we can take no responsibility for structural imperfections of your window frame, wall, door or any other surface areas where our product is to be installed. These imperfections include, but are not limited to frames, doors, walls and ceilings being out of square and/or surfaces cracking, crumbling or flaking during or after installation of products. You are responsible for determining if any surface or fixing area is suitable and prepared for your installation of the ordered product.
20. Should there be any structural imperfections as described in clauses 18 or 19, the appearance and performance of the products may not be to optimal standards, compared to minimal or no structural imperfections. Our responsibilities and obligations are therefore limited to this extent.
21. Our installation services operate within standard business hours from Monday to Friday, excluding public holidays. We will make mutually suitable arrangements with you when installation can occur, taking into consideration the readiness of product from the manufacturing and freight processes. You must ensure all areas of installation are accessible and free from all obstacles prior to our arrival.
22. You need to remove all window dressings prior to us arriving to install, which may or will prevent us from installing, unless our quote or prior written correspondence with you includes this process as part of our agreed services. An additional service fee may otherwise apply.

Payment and Policy

23. Our bank details are: ANZ 01-0530-0336337-00, Kiwiblinds Limited. Please use your surname or quote code as reference.
24. We do not accept cash or cheques, unless by prior arrangement. Please process by internet banking or at any branch of ANZ.
25. Major credit cards are accepted but may incur a merchant processing surcharge. If you request this as your payment method, we will advise you of any fee applicable at the time. We can email you a web link to safely process payment through to our merchant provider.
26. Full payment is required to activate an order, when customer self-installation applies.
27. Full payment is required to activate an order, when customer self-measuring and our installation services apply together.
28. 50% deposit is required to activate an order, when our installation services apply.
29. The balance is due within 5 business days after installation is completed by us.
30. The balance due is not dependant on a statement sent by us. The same reference information used to pay your deposit is to be exercised.
31. Upon request, we as approved agents for underwriters Finance Now Limited, can provide financing terms on qualifying purchases. Finance Now Limited is a wholly owned subsidiary of SBS Bank. Credit criteria and fees apply for approval.
32. We retain full title and ownership of all product pertaining to an order, until full payment is received.
33. If you defer our installation services past ten business days from when you were notified by text or email advising the product is ready to install, the balance due must be paid forthwith. A statement for immediate payment may be sent at business day eleven.
34. In the event of an occurrence as described in clause 33, we will store the product for a period of time at our discretion and at no cost to you, but only if the balance is pre-paid in full as per requirements outlined in clause 33. .
35. You also have the option of uplifting the product at our place of storage, once full payment is made.
36. In an event as outlined in clause 33, you can get the product delivered if your balance is paid in full and the delivery location is at a practical travelling distance for us. A special delivery fee may apply unless pending installation services are forfeited by you, by email or text.
37. A daily fee may apply for storage past the ten business day limit as stated in clause 33. If ongoing storage is required, or if the customer is non-responsive, any storage fee incurred is payable prior to installation, delivery or self-pick up from our place of storage.
38. We can charge late interest, fees and costs of collection for monies owing past 14 days from the due date.
39. Past 30 days due, we can enforce all rights to register a financing statement on the NZ Personal Property Securities Register, for the purposes of, but not limited to the legal recovery process of all monies owing to us.
40. All collection and legal costs incurred to recover overdue monies will be added to the customer balance due.

Legal

41. We hold some of your personal or business details, to enable order processing, installation and to make general day to day contact with you. All such information will be kept confidential and managed under our policies and procedures and in accordance with the NZ Privacy Act.
42. We may contact you in future from time to time, utilising your home address, email address or phone number(s), to market our products and services. We will withdraw this action at your written request. We will never share any of your personal information with third parties without your prior written consent, in accordance with our policies/procedures and the NZ Privacy Act.
43. This 'Terms of Sale and Service' disclosure document is also attached to our 'Terms of Warranty' document, which also serves as a key disclosure document. You can view or download it at www.kiwiblinds.co.nz/information .Or you can request a copy from us.
44. Both documents as stated in clause 43, are without limitation of your rights and obligations under the Consumer Guarantee and The Fair Trading Acts where applicable, to our product and services. Kiwiblinds directors and legal representatives have set out all terms and conditions of these documents, within the legal-intent and goodwill of these Acts.