



Terms & Conditions

- (a) All prices are recommended retail prices, quoted in Australian dollars and inclusive of GST.
- (b) All prices quoted are correct at time of printing. We reserve the right to change prices without notice.
- (c) Terms of payment: Account holders: 30 days from date of invoice
 Non account holders: Payment prior to dispatch
- (d) We reserve the right to apply interest to overdue accounts. Interest on the outstanding value will be charged at the current cash rate.
- (e) All fees incurred in recovering outstanding accounts will be at the purchasers cost.
- (f) Quotations expire 45 days from time of writing, unless otherwise specified in writing.
- (g) Property in any goods supplied shall not pass to the customer until the price thereof has been paid in full, provided that the risk in the goods shall pass to the customer upon delivery. If payment is not made pursuant to our terms Living Shade may recover and resell the goods.

2. Orders

- (a) All orders made by the purchaser must be confirmed in writing.
- (b) All orders require an official purchase order number to be stated on the supplied order.
- (c) Once an order is accepted by Living Shade, any cancellation or variance in that order may occur only if such variation is accepted in writing by Living Shade. The purchaser shall indemnify Living Shade in respect of all costs incurred by Living Shade up to and including the date of cancellation or variation.

3. Delivery

- (a) Freight will be an additional charge, and will be charged at cost.
- (b) The date of delivery given by Living Shade is an estimate given in good faith and will in no circumstances be binding on Living Shade. In any event Living Shade will not be liable for any delay arising from any cause.

4. Payment Option

Direct Debit Payment Option

Account Name: Living Shade Pty Ltd

Bank: Westpac

BSB: 032 285

Account: 108555

Credit Card

Visa or Mastercard

2% Bank surcharge over \$2000 AUD

Warranty

(a) Living Shade warrants our products to be free from defects at time of manufacture. Warranty periods vary for components, Somfy motorisation.

(b) Definitions:

“Components” - comprises of all parts and accessories used other than fabric to build our products.

Components warranty period—covered by Living Shade for a period of 5 years.

“Motorisation” - comprises all Somfy branded motorisation components supplied with our products.

Motorisation warranty period—all Somfy motorisation products are covered for a period of 5 years under Somfy Australia’s warranty conditions.

“Fabric” - comprises the fabric material only.

(c) Living Shade will not be liable for any expenses incurred in returning a product to be repaired under warranty and any subsequent re-installation costs.

(d) Any product ordered outside our recommended limits in make size will not be covered under warranty.

(e) Any product found to have any limitations or to be faulty due to general wear and tear, incorrect installation, accidental damage, negligence or improper maintenance will not be covered under our warranty.

3 / 5 Years Limited Fabric Warranty

Living Shade Pty Ltd (“the seller”) conditionally warrants to its direct customer, that its internal range of products, will meet the specifications stated below for a period of 3 / 5 years from date of original purchase under normal conditions of use and treatment in accordance with our technical specifications and in complying with our regular maintenance and care instructions.

Living Shade Pty Ltd reserves the right to amend the warranty period to: -

Commercial Application: 3 Years Limited Fabric Warranty
Residential Application: 5 Years Limited Fabric Warranty

Living Shade Pty Ltd shall not be liable for any injury, loss or damage, arising directly or indirectly out of the use of, or the inability to use the fabrics with:

- (i) an unsuitable or incompatible blind system
- (ii) Improper fabric preparation
- (iii) Improper installation of hardware including the absence of chain stoppers in chain drive roller blinds
- (iv) Improper or insufficient cleaning, maintenance, care or repair of the product

Terms of Application

The warranty is subject to full payment of the invoice and comes into effect on the date of original purchase of the fabrics; it covers:

- (i) colour fastness as supplied by **Living Shade Pty Ltd** product brochures in effect at time of original purchase.
- (ii) Fire resistance classifications as supplied by **Living Shade Pty Ltd** product brochures in effect at time of original purchase.
- (iii) Breaking strength and elongation to break in accordance with ISO figures as supplied by **Living Shade Pty Ltd** product brochures in effect at time of original purchase.

(iv) Maximum acceptance of non-linearity in accordance with **Living Shade Pty Ltd** product brochures in effect at time of original purchase.

Under this warranty, **Living Shade Pty Ltd's** sole obligation will be to replace nonconforming fabric promptly returned to **Living Shade Pty Ltd** during the warranty period, after inspection and agreement by its warranty department.

Replacement of fabric pursuant to this warranty shall not extend the term of this warranty beyond the five year warranty set forth above.

All claims must be submitted with original invoice for the fabric purchased and sent, within 45 days after the defect has been discovered, by registered mail, return receipt requested, to:

Living Shade Pty Ltd, 3/43 Leighton Place Hornsby, NSW 2077.

The warranty does not cover damages or deterioration due to the following reasons:

(i) damage caused during transportation and improper storage method.

(ii) Normal wear and tear of the fabric

(iii) Modification or alteration of the fabric in a manner not authorised by **Living Shade Pty Ltd** in writing.

(iv) Accidents, fire, bad weather, obvious neglect, atmospheric pollution, accidental discharges, acts of god, or any other conditions beyond the control of **Living Shade Pty Ltd**.

Furthermore, the warranty does not cover the costs of labour, dismantling, re-assembly and transport, loss of time or inconvenience. In no event shall **Living Shade Pty Ltd** be liable for loss of profits or revenues, loss of use or similar economic loss, or for any indirect, special, incidental, consequential or similar damages arising out of the sale of fabric to the blind maker, or any claim made against the blind maker by any third party, even if the Seller has been advised of the

possibility of such claim. In no event shall **Living Shade Pty Ltd's** liability exceed the purchase price actually paid by the customer for the fabric in respect of which such claim is made.

Except as expressly provided in this warranty, **Living Shade Pty Ltd** makes no representations or warranties of any kind, nature or description, express or implied, including without limitation, any warranty of merchantability or fitness of any fabric for any particular purpose, and hereby disclaims the same.