

## Standard terms & conditions of trade

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### 1. Definitions

- 1.1. "Seller" shall mean Russells Curtains & Blinds Mobile.
- 1.2. "Buyer" shall mean the Buyer or person acting on behalf and with the authority of the Buyer.

### 2. Proposals

- 2.1. Proposals remain valid from the date showing on the top of the proposal or as mutually agreed between the Seller and Buyer, and variations may apply thereafter. Residential proposals are valid for 14 calendar days.
  - Commercial proposals are valid for 3 months.
  - Commercial tenders are valid for 6 months.
- 2.2. Proposals based on builder's plans are subject to on-site check-measures throughout the building process and may be subject to change should the actual building, or the product specifications, differ from the original plans supplied.
- 2.3. Proposals that include installation are based on the area being free of all furniture, objects, and obstructions. If removal of existing window coverings and/or other similar obstructions is necessary, the Buyer agrees to pay the Seller \$15 per pair of drapes/voiles and per track or blind to remove.
- 2.4. Damage to items caused by the Seller not moving obstructions from the installation area is the Buyers responsibility.
- 2.5. To enable smooth and uninterrupted installation, please ensure that all carpets, hard flooring painting, and site cleaning has been undertaken.

The Seller reserves the right to cancel the scheduled installation should the install area not be prepared in an acceptable condition, i.e., painting incomplete, building materials or plaster dust are present. A van fee will be charged in this situation.
- 2.6. All stated times for deliveries and installations are estimate only and the Seller shall not be financially responsible for any delay.

### 3. Russells Quality Guarantee

The Seller guarantees to replace or repair any product found to be faulty where the product has been used in accordance with the manufacturers recommended instructions for the following periods from the date of installation or delivery:

- 3.1. Workmanship, including Drapes, Voiles, Roman Blinds, Cushions, Tiebacks etc., for 2 years for Domestic and Commercial applications.
- 3.2. Russells Premium Curtain Tracks, Non-motorised curtain tracks for a period of 3 years, and for a period of 1 year for motorised, including those used in domestic and Commercial applications.
- 3.3. Third Party Curtain Tracks, for a period of 12 months for both motorised and non motorised for all commercial and domestic applications.
- 3.4. Installation: The Seller guarantees the effectiveness of their installation for 2 years from the date first installed.
- 3.5. Hard Blinds, Roller blinds, non-motorised for 5 years for Domestic use and 3 years for commercial. Roller blinds motorised for 3 years Domestic and 1 year commercial. All other blind types to be for 3 years Domestic and 1 year commercial.

- 3.6. Allure Shutters – for full warranty details, please refer to clause 8.

- 3.7. No claims for faded fabrics that have been exposed to direct sunlight will be recognised. Please see below for more information regarding fabric care and fabric movements. The Consumer Guarantees Act – when purchasing goods and services supplied by Russells, you receive our commitment to upholding your rights and guarantees in accordance with the Consumer Guarantees Act, giving you peace of mind.

### 4. Terms of Payment

- 4.1. Unless otherwise agreed, the Seller requires a deposit of 50% of the proposal's total value before commencing the order.
- 4.2. Paying the deposit signifies the buyer's acceptance of our Terms and Guarantees.
- 4.3. The Buyer is responsible for thoroughly reviewing the quote to ensure that all the necessary products are included. The seller retains the right to charge for any requested products that are not listed in the quote.
- 4.4. Full and final payment of the balance of the total price for the order is due prior to the installation of the goods.
- 4.5. **Commercial:** If the Seller agrees to waive the requirement for a 50% deposit, the Buyer is obligated to furnish documentation containing a valid Purchase Order (PO) number. Payment for the invoice is due in full by the 20th of the month following the invoice date. Any orders over \$50,000.00 will require a 50% deposit or payment of materials prior to commencement, as agreed with the Seller. A 25% progress payment will be required before install, or if the Buyer delays the install beyond the agreed timeframe. The remaining 25% balance must be paid in full on the 20th of the month following completion. Overdue invoices may result in the Buyers account being placed on hold until the overdue invoices are paid in full.
- 4.6. For self-installed jobs, payment is required prior to delivery of the goods. 4.7. The Seller will not be held financially liable if a supplier's unable to supply the ordered products or fabric on-time, or indeed at all.
- 4.7. Buyers cancelling jobs after orders have been processed and/or work has been commenced, will be liable for the costs the Seller has accrued in that process, including but not limited to fabric costs, re-stocking fees, sewing labour etc.
- 4.8. If installation is delayed at the Buyers request, 10% of the value of the job may remain unpaid until the job's completion. The remaining funds will be subject to the regular payment terms of payment in full before the installation is completed.
- 4.9. Repair of damaged goods, for example damage while transporting or during installation, will be the liability of the party at fault. If there are questions as to how damages were caused and who is at fault, costs accrued while determining fault of damages will be borne by the party found at fault.
- 4.10. The seller shall not assume liability for any compensation arising from product remediation.
- 4.11. If, at the Buyers request, the Seller makes more than one trip to complete installation, the Seller reserves the right to charge an additional Install Van Charge for each additional visit to the property.

- 4.12. If the Seller is liable for repair of damaged property, the Seller must agree to the quote and the quote must be invoiced to the Seller directly. If the Buyer proceeds with the repair work without the Seller's written approval, the Seller is not obliged to pay for the repair work.
- 4.13. If the product has been supplied and the account has not been paid in full, the Seller reserves the right to send the account to a debt collection agency. This may result in extra charges at the Buyer's expense.
- 4.14. The Buyer may not withhold retentions for completed work.
- 4.15. A surcharge of 1.5% may be charged on card payments.
- 4.16. **Gem Visa Offer, valid until 31st May 2025.** \*24 months interest free with no repayments required for the first 6 months. Credit and lending criteria and fees apply, including a Gem Visa \$55 establishment fee and annual fees (\$65 Gem Visa (charged \$32.50 half yearly)/\$65 Gem CreditLine (charged \$32.50 half yearly)). Minimum purchase \$xx. Payment for your purchase will be deferred for the stated period, during which, no interest will accrue and no monthly payments need to be made. The interest free period will continue after the deferred payment period, for the stated time which requires a minimum monthly payment. Paying only the minimum monthly repayment of 3% of the outstanding monthly balance or \$20, whichever is more, will not be sufficient to repay the purchase amount(s) within the interest free period. Prevailing interest rate (currently Gem Visa 29.49% p.a./ Gem CreditLine 29.95% p.a.) applies after any interest free term ends. For cash advances, an interest rate of 29.95% p.a. and fees of (\$2 Gem Visa/\$6 Gem CreditLine) applies. Further information on rates and fees can be found at [gemfinance.co.nz](http://gemfinance.co.nz). Available on participating Gem Visa or Gem CreditLine credit cards only. New customers must apply and be approved for a Gem Visa credit card. Credit provided by Latitude Financial Services Limited.

## 5. Fabric Care

- 5.1. New Zealand has some of the strongest sunlight in the world and with our extreme UV rating. Buyers should be aware of certain precautions when selecting window furnishings.
- 5.2. All fabrics, regardless of the dyes used will deteriorate under direct sunlight or reflected ultraviolet light.
- 5.3. Where possible a quality sun filter is recommended when fabrics are in direct or reflected sunlight, even if through double glazed or tinted windows.
- 5.4. A superior quality lining is always recommended.
- 5.5. Leading edges of curtains (those facing the windows) are particularly vulnerable to sunlight degradation. To help minimize this effect, it is recommended that curtains be rotated periodically, i.e., the left-hand curtain swapped to the right-hand position.
- 5.6. Ensure sufficient 'stack back' is achieved to minimize direct sunlight when drawing the curtains off the window during the day. Although closing curtains may keep the interior cooler, it is highly destructive to curtain fabrics and the temperatures between the glass and fabric can be extreme causing fabrics to become more susceptible to tearing and disintegration.

## 6. Fabric Movement

- 6.1. Fabrics can shrink and expand due to atmospheric conditions. The "Seller" follows the industry standard which provides for + or - 3% movement in the drop of a curtain before considering any remedial action except for fabrics made from the following material where there is an allowance of + or - 6% movement. Linen, Cotton, Viscose. Desired finished length may not be achieved for these reasons.

## 7. Cancellation

- 7.1. A re-scheduling fee of \$150.00 is levied when installation is cancelled by the Buyer within one business day of a previously agreed time. This will be added to cover costs incurred by the seller. This clause does not apply to Commercial installations.

## 8. Allure Shutter Warranty

- 8.1. Extrusions - the structural integrity of our shutter extrusions is guaranteed for: Allure Polymer - 20 years.
- Allure Basswood – Painted finish 5 years.
  - Allure Basswood – Stained finish 5 years.
  - Allure Aluminium - 15 years.
  - Allure Wildwood - 5 years.
- 8.2. Colour Fastness
- Allure Polymer, Basswood and Wildwood is guaranteed for 5 years.
  - Allure Aluminium is guaranteed for 7 years.
- 8.3. Componentry
- Hinges, tilt rods, wheeled runners etc. are guaranteed for one year.
- 8.4. Warranty Guidelines
- We guarantee to repair or replace, at our sole discretion, any shutter or part thereof, deemed to be defective. Where possible, we will repair or replace using identical components, though if design or componentry have changed, repairs will be made with a part or product of similar quality and value.
- 8.5. Warranty Exclusions
- The Allure Shutter warranty excludes the following:
- A visual defect if not visible to the naked eye in natural light at 2.2 meters.
  - Gaps that may be present after installation between the panels and the frame, or between the frame and the fixing location/window.
  - These are largely a result of maximising ease of operation or squaring off an out of square opening.
  - Normal wear and tear.
  - Shutters not in the possession of the original purchaser (the warranty of shutters purchased by building companies for unoccupied dwellings is passed to the new owners).
  - Black shutters, unless in an interior location without any direct sunlight.
  - Shutters installed by a person other than a Russells approved installation technician (Extrusion integrity, colour fastness and componentry warranties remain valid).
  - Shutters with damage from misuse, including use of improper cleaning agents (silicone-based sprays, bleaches etc.).
  - Shutters with components added or alterations to the original panels as supplied.

# Your rights under the Consumer Guarantees Act 1993

## Consumers

Under the Consumer Guarantees Act 1993 ('CGA'), you have guaranteed legal rights for goods [and services] you buy. These are called 'consumer guarantees', and include the following:

1. a guarantee that the goods are of acceptable quality, such that the goods are: fit for all the purposes for which goods of that type are commonly supplied;
  - free from minor defects,
  - Safe,
  - Durable; and
  - acceptable in appearance and finish.
2. a guarantee that the goods are fit for any particular purpose made known by you, or for which we represent that they are or will be fit.
3. a guarantee that the goods correspond with any description with which the goods are supplied; and
4. a guarantee that the goods correspond with any sample or demonstration model where the goods are supplied by reference to such sample or model. If the goods (or services) we supply do not meet a consumer guarantee, we will meet our obligations under the CGA to provide a remedy.

These guarantees are in addition to any warranty offered by a manufacturer, and you may have rights against the manufacturer directly.

The CGA does not apply where the goods have been used in a manner, or to an extent which is inconsistent with the manner or extent of use that a reasonable consumer would expect to obtain from the goods; and the goods would have complied with the guarantee of acceptable quality if they had not been used in the manner or to that extent.

## Damaged products and acceptable quality

(1) If any product ordered by you arrives damaged or is not of acceptable quality you may have: (a) legal rights and remedies under the New Zealand Consumer Guarantees Act 1993 ("CGA"); or (b) the right to have the product repaired or replaced or to receive a refund of the price paid by you for the product.

(2) If your Order arrives damaged or is not of acceptable quality, please contact Russells on 0800 808 300 within 24 hours

## Change of mind

Please choose carefully as we do not have to provide a refund if you have changed your mind about a particular purchase.

## Failures (minor and major)

**Minor:** If the window furnishings (or services) we supply do not comply with a consumer guarantee, but can be remedied within a reasonable time, we will either repair the furnishings or replace the furnishings with furnishings of identical type. If we cannot repair or replace the furnishings within a reasonable time, we will provide you with a refund of the purchase price.

**Major:** A 'major failure' is where the failure in the furnishings cannot be repaired or cannot be repaired within a reasonable time, or where the failure constitutes a 'failure of substantial character' as set out by section 21 of the CGA. If a failure amounts to a major failure, you are entitled to return the furnishings and choose to have a replacement (like type) of the returned furnishings or a refund. Alternatively, you may elect to retain the furnishings and obtain compensation for the reduction in value of the goods. Where you choose a replacement, we will, where available, provide furnishings of the same type and similar value to the returned goods.

## Goods damaged in transit

If any furnishings arrive damaged, please contact us within 24 hours of delivery. We will arrange to have the damaged item returned to Russells and either repair or replace the furnishings or refund the price to you, at its election. Damaged furnishings must be returned to Russells in the condition received by you with all original packaging, together with all packing slips.

Please note that furnishings must be returned within a reasonable period, and you may be asked to demonstrate that the problem with the furnishings was not your fault.

## Contact

If you have an issue relating to your order, please immediately contact Russells Curtains and Blinds on 0800 808 300 or email. Please have your order number with you. We will arrange for one of our regional coordinators to contact you to discuss

## Refunds

Refunds will be issued at the discretion of Russells Curtains and Blinds. Refunds will normally be processed within seven (7) days.