

# KOKO BLINDS TERMS & CONDITIONS OF TRADE AND WARRANTY

**"Business"** means **KOKO Blinds and Curtains** (ABN 911 772 79901).

**"Customer"** means the party placing the Order with or purchasing Products from the Business.

**"Order"** means an offer by a Customer to purchase Products from the Business.

**"Products"** includes any goods ordered by the Customer from the Business or supplied by the Business on the Order of the Customer.

**"Australian Consumer Law"** means Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*.

**"PPS Act"** means the Personal Property Securities Act 2009 (Cth) and its associated Regulations as varied from time to time.

**"PPSR"** refers to the Personal Property Securities Register established under the PPS Act.

**"T&Cs"** means the Business's current Terms & Conditions of Trade

## General

### 1. Sale Terms

1.1 These T&Cs apply to all agreements between the Business and the Customer including all Orders or other sales and will prevail over all prior conditions previously agreed between the parties.

1.2 The terms of the T&Cs may be varied from time to time by the Business without notice and the T&Cs current at the time of placing any specific order or part of an order shall apply to such Orders.

1.3 The Business may, but shall not be required nor responsible to notify the Customer of the existence or content of any variations of the T&Cs.

### 2. Order and Acceptance

2.1 Any Order submitted to the Business by a Customer shall be deemed to be made pursuant to the terms of these T&Cs.

2.2 Any Order placed or made by the Customer for the purchase of the Products shall be an irrevocable offer and shall constitute an unqualified acceptance by the Customer of these T&Cs.

2.3 The Business may accept any Order in whole or in part by providing confirmation of the Order. Confirmation may be oral or in writing at the Business's discretion. Accepted Orders may not be varied or cancelled by the Customer without the Business's written consent and (subject to the conditions set out herein) there is no right of return and where consent is provided may be subject to administrative charges.

### **3. Price**

3.1 The price of the Products shall be as agreed between the parties or where there is no agreed price, the price shall be such amount as is indicated on invoices provided by the Business to the Customer regarding Products ordered.

3.2 The Business may charge in addition to the price of the Products the recovery rate for freight and handling at rates dependent on distance and volume of Products supplied. Such rates are subject to change without notice.

3.3 Administrative fees may be charged for sales below certain dollar values as may be determined by the Business from time to time.

### **4. Credit Granting and payment**

4.1 The Business may accept an Order and allow credit for part or all of its value or may accept an Order and require a deposit or pre-payment as a condition of delivery. Credit approval once granted may be withdrawn at any time. Where credit approval has not been granted, or is withdrawn, payment for all Products supplied is required before delivery (cash or cleared funds). Where credit has been approved for the Customer, all invoices issued by the Business are due and payable no later than thirty (30) days following the end of the month in which a statement is posted to the Customer (or such other date for payment as the Customer and the Business may agree in writing).

### **5. Credit Policy and Default**

5.1 The Customer shall be in default of the agreement with the Business in the event that the Customer:

- 5.1.1 fails to make any payment payable pursuant to the T&Cs within the payment terms; or
- 5.1.2 breaches any of the warranties, obligations or agreements set out in these T&Cs; or
- 5.1.3 commits an act of bankruptcy or has a receiver or administrator appointed,

5.2 The Business may charge interest on all amounts not paid by the Customer within the term for payment at a rate of 1.5% per calendar month calculated from the due date and accruing monthly therefrom until the date of payment. If the Customer is in default, the Customer shall be liable to indemnify the Business from and against all expenses, costs and disbursements incurred by the Business as a result of the default or in pursuing any debt owing including all reasonably charged legal costs on a "solicitor and own client" basis and the fees charged to the Business by any mercantile agency. If the Customer fails to pay for the Products in accordance with invoices issued to the Customer, the Business may at its sole discretion:

- (a) cancel any provision of credit to the Customer;
- (b) reverse any rebates and discounts allowed;

- (c) change credit payment terms including require cash pre-payment for any further Products ordered;
- (d) provide to a credit reporting agency detail of the payment default;
- (e) commence legal proceedings against the Customer (and any guarantors) for all outstanding amounts, interest and costs;
- (f) decline to supply Products to the Customer and terminate any other agreement with the Customer; and;
- (g) exercise any other rights at law including pursuant to the PPSA.

5.3 A certificate of debt signed by a representative of the Business shall be prima facie evidence and proof of money owing by the Customer to the Business at the time of the certificate.

## **6. Taxes**

6.1 The Business reserves the right, upon production of a Tax Invoice, to recover from the Customer any Goods and Services Tax (GST) payable in respect of supply of Products.

6.2 Unless expressly included all amounts expressed or described in any agreement or in invoices are GST exclusive.

## **7. Delivery**

7.1 Delivery of Products is deemed to have occurred when they have been provided to the Customer or a third party nominated by the Customer at the delivery point accepted by the Business or specified in the Commercial Credit Account Application.

7.2 Delivery of Products may not be refused by the Customer after an Order has been accepted by the Business. Where prices are stated as inclusive of delivery, delivery is to the delivery point accepted by the Business. The Customer shall make all arrangements necessary to accept delivery of the Products whenever they are tendered for delivery.

7.3 In the event that the Customer is unable to accept delivery of the Products as arranged, then the Business shall be entitled to charge all reasonable costs and expenses for storage and redelivery.

7.4 The Business will make reasonable efforts to deliver by the time specified by the Customer, however failure to deliver on time shall not entitle the Customer to treat the contract as breached or repudiated. The Business shall not be liable to the Customer for any loss or damage or expense arising from failure by the Business to deliver the Products promptly, as agreed or at all.

7.5 In the event the production of the Products or any part thereof is delayed or ceased for any reason whatsoever outside the control of the Business, the Business may notify the Customer that it is unable to fulfil the Order or part thereof within a reasonable time or at all and allow the Customer to cancel the Order or part thereof that the Business is unable to fulfil without any liability whatsoever including consequential losses. If such cancellation occurs the Business shall repay any deposit or payments made.

7.6 Products delivered within 5 percent of the ordered quantities are to be accepted by the Customer as acceptable supply compliant with the Order.

7.7 All rubbish produced as result of unpacking will be customer's responsibility to dispose. On agreement Customer can pay a disposal fee to dispose the packaging material.

## **8. Passing of Risk**

8.1 The Risk (but not title) in respect of Products sold passes to the Customer immediately upon delivery to the Customer, the Customer's agent or courier as the case may be.

## **9. Retention of Title to the Products Pending Payment**

9.1 Orders are accepted on condition that ownership of the Products shall remain with the Business and shall not pass to the Customer until the Business has received in full (cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which become due to the Business from the Customer on any credit account with the Business or pursuant to these T&Cs.

9.2 Until ownership of the Products has passed to the Customer, the Customer shall keep the Products in question as fiduciary agent and bailee for and on behalf of the Business. The Customer shall store and segregate the Products (at no cost to the Business) in such a way that they can be identified as the Business's property, shall keep the Products properly stored, protected and insured and shall deliver them to the Business upon request. The Business shall be entitled to enter any premises controlled by the Customer where the Products are stored, by any means, to retrieve the Products at any time.

9.3 The Customer will however be entitled to sell such Products within the ordinary course of business on condition that so long as title to such Products remain with the Business, the Business shall legally and beneficially be entitled to the proceeds of sale, that the Customer shall hold on trust for the Business and where applicable the Customer will assign or transfer to the Business the claims the Customer has in respect of such sales proceeds.

## **10. Personal Property Securities**

10.1 In this section words in *italic* shall have the meaning and definitions set out in the PPS Act.

10.2 The Customer acknowledges that by virtue of these T&Cs the Business has a security interest in the Products for the purposes of the PPS Act and the proceeds of sale of such Products and to the extent applicable the PPS Act applies to any agreement pursuant to these T&Cs.

10.3 The Customer acknowledges that the Business may do anything reasonably necessary, including but not limited to registering any security interest which the Business has over the Products or the purchase money security interest (PMSI) in the Products on the PPSR in order to perfect the security interest and comply with the requirement of the PPS Act. The Customer agrees to do all things reasonably necessary to assist the Business to undertake the matters set out above. The Customer waives pursuant to section 157(3)(b) of the PPS Act the right to receive notice of a verification statement in relation to any registration on the PPSR.

10.4 The Customer and the Business agree that, pursuant to section 115 of the PPS Act, the following provisions in the PPS Act do not apply in relation to a security interest in the Products to the extent, if any, mentioned:

(a) section 125 (obligation to dispose of or retain collateral) in that the Business may extend the time for delay as the Business considers appropriate;

(b) section 129 (disposal by purchase);

(c) section 130 (notice of disposal), to the extent that it requires the secured party to give a notice to the grantor before disposal;

(d) subsection 132(4) (statement of account if no disposal);

(e) section 135 (notice of retention);

(f) section 142 (redemption of collateral);

(g) section 143 (reinstatement of security agreement);

10.5 Pursuant to section 275(6) of the PPS Act, the Customer and Business agree that neither will disclose to any interested person information pertaining to the Business's security interest as set out in section 275(1).

10.6 The Customer undertakes:

(a) promptly to do all things including signing any further documents and providing any further information which the Business may reasonably require to enable it to perfect and maintain the perfection of its security interest or PMSI (including by registration of a financing statement or financing change statement on the PPSR and the Customer warrants that any such information the Customer provides will be complete, accurate and up-to-date in all respects);

(b) it will give the Business not less than 14 days prior notice of any proposed change in the Customer's name or any other change in the Customer's details (including but not limited to, changes in its address, facsimile number or trading name).

## Payments

### Credit Card recovery of costs

11.1 A service fee may be added to the price where payment is made by way of a credit card.

### 12. Returned Cheques

12.1 An administration fee of \$55 including GST plus all associated bank charges may be applied to any cheque payment returned unpaid by the bank for whatever reason. This fee may increase without notice.

### 13 Settlement Discounts

13.1 Any settlement discounts will be credited to the Customer's account when the associated payment is receipted. The current Settlement discount is 2.5% of the price of the products delivered for payments received by the Business within fifteen (15) days from the end of the month in which the Products were supplied. The Business may vary or discontinue the settlement discount without notice.

### 14. Currency

14.1 For amounts invoiced in Australian dollars, payments must be made in Australian dollars. Payments remitted in foreign currency must include all related bank charges and currency conversion costs both on the payment and receiving end.

14.2 For amounts invoiced in US dollars, payments must be made in US dollars into the Business's US dollar account.

### 15. Claims and Returns

15.1 The Customer accepts that minor defects in the Products do not constitute grounds for a claim or return.

15.2 The Business will not give refunds if the Customer changes their mind or makes the wrong decision. Refunds or return will only be given to the extent there is a non-excludable right to return or refund under the Australian Consumer Law or the Sale of Goods Act NSW or other applicable legislation.

15.3 The Customer must inspect and check all deliveries of Products received and within 7 days notify the Business in writing if the Customer considers the delivery is not in accordance with the Customer's Order.

15.4 The Customer agrees that it will not return any of the Products without first informing the Business and obtaining a Returns Authority Number (RA) number issued by the Business. The issue of a RA is not of itself any kind of admission or acceptance of a return.

15.5 No credit or replacement shall be given or repair undertaken unless and until Products so returned have been verified as being defective or otherwise valid for repair or return by the Business.

15.6 If the Business agrees to accept returned Products from the Customer on the basis that the delivery was not in accordance with the Order the returned Products must be returned in the same condition it was delivered to the Business and with the original packaging, delivery document and invoice. All transport, freight, handling and other charges in relation to returning such Products (other than Products defective or not ordered or not ready for collection when arranged to be collected by the Business) are the responsibility of the Customer.

15.7 The Customer shall be liable for a Restocking Fee on all goods accepted for return. The Restocking Fee shall not apply to goods returned for being defective, damaged or for failing to comply with the order or quote. The current Restocking Fee is 20% of the price of the Products returned.

## **16. Disputed Charges**

16.1 The Customer accepts that minor defects in the Products or quantity do not constitute grounds to dispute an invoice or part thereof.

16.2 If the Customer objects to any invoiced item, the Customer may withhold payment of the disputed amount, but only if on or before payment or the due date for payment (whichever occurs first), the undisputed amount of the Invoice is paid in full and notice in writing of the dispute is given to the Business, setting out the details of the amount disputed, the reasons for the dispute, and the basis for calculating the disputed amount. The Business will investigate all disputes. If the amount is found to be payable (in whole or in part) then the Customer must pay the due amount within 7 days of receiving notice and the basis of the decision. Invoiced amounts that are not objected to in writing within 30 days of the invoice date will be deemed to be correctly charged and accepted by the Customer.

## **17. Recovery**

17.1 Notwithstanding any other provision to the contrary, if any amount is not paid by the Customer within the terms for payment, the Business reserves the following rights in relation to the Products until all amounts owed by the Customer to the Business in respect of the Products and all other Products supplied to the Customer by the Business at any time are fully paid:

- (a) legal and equitable ownership of the Products;
- (b) to retake possession of the Products; and
- (c) to keep or resell any of the Products repossessed.
- (d) to recover any pending amount using third party debt collection services
- (e) to charge admin fee and interest as accordance to state laws.

Late payment fee \$140+GST and 10% interest will be charged for every late payment notice reminder. Business will use third party debt collection services after two payment reminders.

17.2 The Customer hereby grants full leave and irrevocable license without any liability to the Business and any person authorised by the Business to enter any premises by any means where the Products may for the time being be placed or stored for the purpose of retaking possession of the Products.

## **18. Disclaimer and Limitation of Liability**

18.1 Except as expressly provided in by these T&Cs or as sent out in the Business's acceptance and to the extent permitted by law, no guarantee, warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the condition, quality, performance, merchantability or fitness for purpose of any Products provided under this agreement is given or assumed by the Business and all such guarantees, conditions, warranties and liabilities (including liability as to negligence) express or implied relating to such Products are, subject to clauses 15.2 and 15.3, hereby excluded.

18.2 The Business acknowledges that certain legislation in Australia, including the Australian Consumer Law, provides guarantees and rights which cannot be excluded, restricted or modified or which may in certain cases only be modified or restricted to a limited extent. Nothing in these T&Cs excludes, restricts or modifies, or is intended to exclude, restrict or modify, any guarantee, condition, warranty, right or liability implied by law (including any guarantee, condition, right or liability imposed under the Australian Consumer Law) which cannot lawfully be excluded, restricted or modified.

18.3 Notwithstanding clause 15.1, if this agreement constitutes a supply of goods to which the exclusion in 15.1 cannot apply then to the full extent permitted by law the liability of the Business in respect of a breach of a guarantee, condition or warranty implied by legislation (other than any non-excludable implied guarantees, conditions or warranties), including liability for any consequential loss which the Customer or any other entity or person may sustain or incur, will be limited, at the Business's option, to:

- a) The provision of a refund or;
- b) Replacement of the goods; or
- c) Repair of the goods;

18.4 The Customer acknowledges and agrees that in entering into this agreement it has not relied in any way on the Business's representations and that it has satisfied itself as to the suitability of the Product for the Customer's purposes.

18.5 To the full extent permitted by law the Business will not be liable to the Customer for any loss or damage (including loss of profits or any other indirect or consequential loss or damage) arising directly or indirectly from:

- a) the supply or use by the Customer of any Product; or
- b) delayed or non-delivery of the Products for any reason including but not limited to loss, damage, theft of the Products whilst in transit
- c) any breach by the Business of its obligations under this agreement.

#### **19. Set-off**

19.1 The Customer shall not be entitled to set off against or deduct from the price of Products sold any sums owed or claimed to be owed to the Customer by the Business.

#### **20. Assignment**

20.1 The Customer may not assign or subcontract any contract for the purchase of Products or its obligations under this agreement.

#### **21. Force Majeure**

21.1 The Business will have no liability to the Customer in relation to any loss, damage or expense caused by the Business's failure to complete an Order or delivery or contract as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lock-out, war or the inability of the Business's suppliers to supply necessary materials or any other matter beyond the Business's control.

#### **22. Privacy consent**

22.1 The Business may give information about the Customer, its guarantors, directors or proprietors for the following purposes:

- (a) to obtain a consumer credit report about the Customer, its guarantors, directors or proprietors;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer, its guarantors, directors or proprietors;
- (c) for registration on the PPSR; and/or
- (d) to obtain commercial credit information about the Customer, its guarantors, directors or proprietors from a credit reporting agency.

#### **23. Waiver of terms of agreement**

23.1 The failure by the Business to exercise, or delay in exercising, any right, power or privilege available to it under this agreement will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any right or power.

#### **24. Proper Law**

24.1 The agreement is governed by and will be construed in accordance with the laws of the State of Victoria Australia.



24.2 The parties agree to submit to the exclusive jurisdiction of the Courts of the State of Victoria and the parties' consent to the non-exclusive jurisdiction of the Local Court closest to the Business's location.

## 25. General

25.1 This document represents the entire agreement between the parties and no agreement or understanding varying or extending the terms of these T&Cs shall be legally binding upon either party unless in writing and signed by both Parties or permitted in these T&Cs.

25.2 The Business may serve any notice or Court document on the Customer by hand or by forwarding it by post to the address of the Customer last known to the Business, or where a fax number or an email address has been supplied by the Customer, by sending it to that number or address. Such notices shall be deemed to be given:

- (a) where delivered by hand, on the day of delivery;
- (b) where sent by post, two (2) business days after the day of posting; and
- (c) where sent by facsimile or email on the day of dispatch, provided that a clear transmission report is obtained.

25.3 If any term of this agreement shall be invalid, void, illegal or unenforceable, the remaining provisions shall not be affected, prejudiced or impaired.

25.4 The Business may assign or licence or subcontract all or any parts of its rights and obligations hereunder without the Customer's agreement or consent.

25.5 In the event that the Customer sells or otherwise disposes of its business (or any part thereof), the Customer shall be responsible to immediately notify the Business in writing of such sale to enable the account to be closed. If the Customer fails to so notify then the Customer shall be jointly and severally liable with the third party acquiring the business (or part thereof) to the Business for the payment of Products subsequently sold to the third party on the Customer's account before the Business received such notice as if the Customer had ordered the Products itself.

## Warranties

Business is pleased to back their products with the below warranties as provided by KOKO Blinds and Curtains.

26. Our products and services come with guarantees that cannot be excluded under Australian Consumer law.

26.1 For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

26.2 If **KOKO Blinds and Curtains** deem the product(s) requires replacement, then you are also entitled to choose a refund or replacement for major failures with the products. If a failure with the products or a service does not amount to a major failure, you are entitled to have the failure

rectified in a reasonable time. If this is not done, you are entitled to a refund for the products and to cancel the contract for the service and obtain a refund of any unused portion.

**KOKO Blinds and Curtains** products come with a minimum three-year manufacturing and installation warranty from the date of installation. This applies to the original purchaser and where the products have not been removed from the window, with proof of purchase.

26.3 We will either repair our products or replace our products with new products, at our option, if the defect is deemed by **KOKO Blinds and Curtains** as a manufacturing or installation fault. The warranty does not cover (and we will not replace or repair products from);

- Normal wear and tear.
- Abuse, neglect, misuse, accident and alterations.
- Faults that may arise due to building construction errors
- Failure to follow instructions with respect to measurement, installation, cleaning or maintenance.
- Damage to fabric due to scrubbing or use of soap powder or detergents not approved by KOKO Blinds and Curtains, fungal growth due to the build-up of surface dirt, grime, leaves or bird matter or accumulations of water lying on the fabric.
- Exposure to the elements including but not limited to normal shrinkage of fabrics, discolouration over time, warping in timber products and other changes which occur normally with the passage of time.
- Exposure to high humidity (resulting in mould and mildew or warping).
- Characteristics and changes present in natural fibre fabrics such as linen or cotton (resulting in fading, shrinkage and creasing).
- Natural variations in grain, colour and texture for natural fibre fabrics (such as linen, cotton), Timber Venetian Blinds, Plantation Shutters and other timber products.
- Any damage caused by wind, hail, lightning, rain, or other acts of God (Awnings: Do not leave Awning out in fresh winds and/or rain as it may damage your Awning)
- Installations subject to salt spray, marine influences, industrial or corrosive environments or internal situations subject to moisture-laden air.
- Any electrical work, or associated costs, this is the sole responsibility of the purchaser. Batteries are not covered under this warranty.
- Damaged or not working for a period longer than 3 months.
- Modifications made by any person other than a representative of **KOKO Blinds and Curtains** or caused by use or installation that is not in compliance with KOKO Blinds and Curtains installation instructions, or otherwise provided by **KOKO Blinds and Curtains**.
- Normal wear and tear, damage or fading of colour due to exposure to UV radiation, extreme weather, air pollution, harmful chemicals, geographical location of the product, or differential colour variation over time when compared to adjacent materials.
- Wear that may be associated with water or liquid damage from any source.
- Labour charges associated with any rectification work.
- Fabric Creasing on blinds or curtains due to temperature changes, product settled in a position for long term and external object pressure or force.
- Components of plantation shutters like hinges may differ in colour as compared to plantation shutter colour and are not considered as a defect.
- Hairline corner edge gaps may appear on installation of plantation shutters and will not be considered as a fault. This is caused by irregular shape of architraves.

- In order plantation shutters to work properly, they need to be installed levelled, if your windows architraves are not levelled, this may cause face fit plantation shutters to go out of frame and recess fit shutter panels may start touching sides of frame when opening or closing.

26.4 This warranty does not cover the costs of removal of the warranted goods or installation of the repaired or replaced goods. However, we will meet those costs if the goods breach any of the guarantees applicable under the Australian Consumer Law referred to above and nothing in this document restricts, excludes or modifies those guarantees or any other rights you may have under the Australian Consumer Law.

**26.5 KOKO Blinds and Curtains** shall not warrant any incorrect choices or change of mind made by the purchaser. If products are manufactured according to measurements provided by the purchaser, we cannot accept the return of products by reason of the measurements provided being inaccurate. However, we will of course work with you to find the best solution whether it be to alter or replace the product.

To make a Warranty claim please contact us by email on [hello@kokoblinds.com.au](mailto:hello@kokoblinds.com.au)

Product Line Warranty Period:

- Polymer (PVC) Shutters 25 Years
- Wood Shutters 5 Years
- Internal Aluminium Shutters 25 Years
- External Aluminium Shutters 10 Years
- Fabric Blinds 3 Years
- Curtains 3 Years

26.6 Contract is between a Business(KOKO Blinds and Curtains) and Customer who is an individual or a company. As part of our contract, we only supply window furnishing goods and installation services. We do not provide interior decoration services as yet hence do not take responsibility of any selections made by customer.

Customer must prefer their choices and conclude what may look best. Any recommendation made by our reps are general purpose only and customers must ensure what may look best before confirming the order.

## Plantation Shutters and Venetians Fair use policy

### 27. Australian Consumer Law

KOKO Blinds and Curtains goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage.

You are also entitled to have the goods repaired if goods fail to be of acceptable quality and the failure does not amount to a major failure. To replace or repair the product is at the sole discretion of the supplier KOKO Blinds and Curtains.

### 28. Acceptable Quality

KOKO Blinds and Curtains products are warranted for performance as fit for the purpose for which they were designed and for their intended use. Warranty applies to products properly sold, installed and maintained in the designated opening as intended and according to Supplier's Shutters specifications and Care & Maintenance Guidelines below.

Products are warranted to be free from defects within the following acceptable standard guidelines: If a defect is visible with the naked eye in natural daylight at a distance of 1.5 metres, it is not acceptable; if a defect is not visible with the naked eye in natural daylight at a distance of 1.5 metres, it is acceptable.

Venetians' slates come in standard size, depending on window sizes we may have to add an extra slate if the height of blind height is more than 15mm shorter. Venetian slates gap can vary from top to bottom of blind, Blind to blind and different material used.

We will take maximum precautions to make use of Blinds or plantation shutters as smooth as possible. Business do not take any responsibility of obstructions in windows which is causing problems to use the blinds.

## **29. Major Failure**

As wood shutters are a natural product, fine splits in the surface of timber can occur over time. This is known as surface checking and should be considered normal. Whilst checking occurs mostly on exterior wood, it can sometimes occur randomly on wood used indoors.

Surface checking has no negative affect on the structural integrity of the wood and is part of its natural character. The instance of colour variation between components or irregular nodes (knots) are also considered a natural part of wood shutters and are therefore excluded from this warranty.

Polymer (PVC) shutters are by nature, a flexible product so polymer panels will flex in operation. Larger panels may require to be assisted when closing them by lifting the panel up into the frame against the magnetic catches. This is not a product fault but a feature of the shutter.

## **Disclaimer**

30. Recommendations in KOKO Blinds and Curtains literature are based on good building practice and are not an exhaustive statement of all relevant information. Information is subject to change. KOKO Blinds and Curtains reserves the right, without notice, to discontinue or alter any of its products, including the colour and finish, and KOKO Blinds and Curtains shall not be liable in the event a replacement product or part may vary in colour or finish in comparison to the original Product.

## **Staff Safety:**

31. We care about customer's and our staff's safety. We follow strict safety practices:

31.1 We use Aluminium ladders with rubber foots to reach areas which are not reachable without any aid. In circumstances where ladders cannot be used, it is customer's responsibility to provide safe platform to reach the areas subjected to installation.

31.2 All installers or reps will use shoes inside the property to comply with work safe guidelines.

31.3 We reserve rights to refuse installation in unsafe areas, or wherever no sufficient space and privacy is provided by customer.

31.4 We take our staff's dignity and respect at first place and will not tolerate any abusive behaviour. We reserve all rights to take legal action against our staff or business in person or on any digital platform.

31.5. In circumstances of aggressive or abusive behaviour, our staff will leave the site immediately and we do not take responsibility for any loss may incur to customer as a result of leaving items uninstalled.

31.6 Customer must inform us any workplace Hazard before commencing he installation, our team will assess the situation and will commence the installation if safe.

32.7 We require sufficient space for installation. Business do not take any responsibility for damages caused because of insufficient space available for keeping Good safe and instilling them.

All furniture and household items must be moved, and installation areas must be cleared. Our staff members do not help to move any household items. In case its safe to move and you require help, we charge separately for moving items around at a rate of \$120 per hour. Minimum charges \$100 applies.