

LIMITED WARRANTY

At Spotlight we take great pride in everything we do. To back this up Spotlight guarantees work performed from the date of installation or collection of products. Our guarantee is stated in full in clause 14 below.

CONDITIONS OF SALE & INSTALLATION

1 Definitions

- (a) **Conditions** means these Conditions of Sale and Installation.
- (b) **Customer** means the person or corporation to whom the Quotation is addressed.
- (c) **Order** means the request by the Customer for Spotlight to supply Products which incorporates these Conditions.
- (c) **Prepayment** means a payment by the Customer to Spotlight of an amount equal to 50% of the Order.
- (d) **Products** means Made to Measure curtains, blinds, tracks, shutters and all other goods and services supplied by Spotlight or ordered by the Customer pursuant to the Quotation or Order.
- (e) **Quotation** means the Quotation given by Spotlight to the Customer which incorporates these Conditions and which Spotlight refers to as an Order once approved by the Customer.
- (f) **Spotlight** means Spotlight Pty Ltd ACN 005 180 861 of Level 6, 111 Cecil Street South Melbourne Vic 3205.

- (g) **Structural Limitations** include without limitation, the room, floor or ceiling not being square/level or walls or plaster crumbling, breaking or flaking during installation of the Products or location of utility services or the manner in which windows/doors function or the actions of pests (eg. Termites).

2 These Conditions exclude the cost of delivery, installation and removal of existing fittings (being optional extras) unless specified in the Quotation. No other work is included unless specified by a signed agreement or order between the parties.

3 Upon receipt of the Customer's approval of the Quotation it becomes an Order, Spotlight reserves the right to review the Quotation and Order prior to commencement of production of any Products. The Quotation and Order is subject to corrections for clerical or mathematical errors. If Spotlight is unable to meet its obligations under the Quotation or Order, Spotlight will notify the Customer within 21 days and refund any Prepayment by the Customer.

4 **Spotlight reserves the right upon acceptance of the Order by the Customer to: (a) require the Prepayment to proceed with the Order; and (b) final payment to be paid to the relevant Spotlight store upon collection of Products or to the relevant Spotlight store or Spotlight customer service centre prior to installation.**

5 The Customer is responsible for the selection of Products identified on the Quotation or Order, and Spotlight accepts no responsibility should the Customer change their mind regarding their selection.

6 (a) Any date fixed for completion of any work by Spotlight is fixed in the light of circumstances existing at the Quotation date. Spotlight will not be responsible for delay in completing or failure to complete such work caused by circumstances for which Spotlight is not responsible or has no control over (including, without limitation, acts of God, civil commotion, war, transport delays or strikes, industrial disputes, supply interruptions or delays in clearing customs).

(b) If Spotlight is unable to secure either the materials, fabric or components required to manufacture the Products after 120 days from the date of the Order, the Customer may (i) re-select Products, or (ii) cancel the Order and receive a full refund of the Prepayment.

7 The Quotation is provided on the basis that all work is carried out during normal business hours, being Monday to Friday 9am – 5pm (Melbourne Time), unless otherwise arranged and quoted for.

8 Title to the Products remain with Spotlight and does not pass to the Customer until the Customer has paid all monies owing to Spotlight on any account in full. The supply of a Product under these Conditions gives rise to a Security Interest in the Product in favour of Spotlight being a Purchase Money Security Interest and Spotlight may register any Security Interest granted under these Conditions on the Personal Property Security Register in any manner it chooses. Risk in the Products transfers to the Customer upon the earlier of collection or installation.

9 Spotlight accepts no responsibility for the de-installation of or changes or alterations to the Products made by the Customer after collection or installation, and Spotlight shall not be liable in any way, including under the warranty in clause 14, for loss or damage as a consequence thereof.

10 Spotlight does not accept responsibility for the Customer's own measurements.

11 Nothing in these Conditions limits any liability imposed by any statute, including under consumer protection laws in the Customer's State or Territory, unless or to the extent it is lawful to do so.

12 (a) Spotlight accept no responsibility for Structural Limitations of the Customer's home which may limit Spotlight's ability to perform its obligations, to the extent permitted by law. b) It is the Customer's responsibility to ensure prior to installation that the proposed area is free of Structural Limitations and otherwise safe, structurally sound and suitable for the installation of the Products. c) Spotlight will render its services with due care and skill.

13 Customers must collect or coordinate installation of Products within 14 days after being notified that they are ready for collection, or such longer period as agreed by Spotlight. If the Products are not collected within this period, the Customer must pay any additional fees charged by Spotlight in connection with the storage and subsequent collection of the Products. If the Customer does not arrange collection or installation, and payment in full of any outstanding monies, within 30 days after being notified that they are ready for collection then Spotlight, at their discretion, may institute debt collection proceedings and Customer will be liable for any related legal / debt collection / recovery charges and/or interest under clause 16.

14 Spotlight warrant that the Products will be free of defects or installation faults for:

- i) 1 year in the case of Curtains, Curtain Sheers and Pelmet
- ii) 2 years in the case of all External Shutters
- iii) 3 years in the case all Internal and External Blinds and Curtain Tracks & Rods;
- iv) 5 years in the case of all Internal Timber Shutters; or
- v) 7 years in the case of Internal Fauxwood Shutters; from the date of collection or installation of the Products. Spotlight will repair, remedy or replace any such defects or faults in such manner as Spotlight considers most expedient.

Customers may purchase extended warranties for Products pertaining to ii), iii) and iv) and if so the extended warranty will be

included in the Order.

This warranty is only valid where the Products have been paid for in full and does not cover: (a) fair wear and tear including, without limitation, fading on fabrics and other materials; (b) deliberate or accidental damage, misuse or incorrect installation by the Customer (c) damage caused by, but not limited to animals, pests, plants, acts of God, fire, snow, hail, rain, water, wind, storm, flood, lightning; (d) exposure to pollutants or chemicals; (e) failure to clean, care and maintain the Products; (f) issues resulting from Structural Limitations.

All warranty claims are to be made to the Spotlight store at which the Products were ordered. The Customer must supply a copy of this Order and their Tax Invoice/receipt when submitting their claim. Where a warranty claim is accepted, Spotlight will bear the cost of collection of the Products from the Customer's house, returning Products to the Customer's house and installation of the Products. All other costs in relation to claiming the warranty are to be borne by the Customer. The warranties provided in this contract are provided by Spotlight Pty Ltd with a business address of Level 6, 111 Cecil Street, South Melbourne, VIC 3205, telephone number 1300 305 405 and email address service@spotlight.com.au. Our 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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

15 In the event of cancellation by the Customer, other than lawful cancellation for breach, if Spotlight has commenced manufacturing the Products, Spotlight may, in its discretion, require the Customer to reimburse Spotlight for its actual costs incurred in respect of the Order prior to receipt of notice of cancellation (including, where applicable, by retaining all or some of any Prepayment, with any balance of the Prepayment (if any) being refunded to the Customer). If Spotlight has received materials and/or components but has not commenced manufacturing the Products, Spotlight may, in its discretion, require the Customer to reimburse Spotlight for the cost of the materials and/or components, along with associated freight and storage costs (including, where applicable, by retaining all or some of any Prepayment, with any balance of the Prepayment (if any) being refunded to the Customer). Cancellation must be given in writing.

16 Any debt collection charges and/or commissions, in addition to any legal expenses (on a full indemnity basis) incurred by Spotlight in attempting to recover payment, will be payable by the Customer. Spotlight may charge interest at the rate of 12% per annum, calculated daily and compounding monthly, on any unpaid amounts from the date that such amounts first fall due.

17 The parties submit to the non-exclusive jurisdiction of the Courts of the State or Territory in which the Quotation is made and the law applying in that State or Territory is the proper law governing these terms.

18 All products will be manufactured, supplied and installed under the Corded Internal Window Coverings (CIWC) regulations.

WARNING

Spotlight endeavours to ensure that Products that it manufactures resemble, as closely as possible, any sample shown to Customers. However, each raw material is unique and there may be minor variations in the colour, shade, texture or grain of a sample of fabric, timber or fauxwood when compared with raw materials that Spotlight subsequently uses to manufacture Products. Customers are entitled to compare the sample with the finished Product upon request. Spotlight will only replace Products in cases where any variation between the sample and the Product is significant.

CUSTOMER PRIVACY

We are collecting your personal information so that we can contact you in relation to your Order. Any personal information you provide will be managed in accordance with Spotlight's Privacy Policy which can be viewed at www.spotlightstores.com/privacy-policy.

I have read and agree to these Conditions of Sale and Installation for the related order referenced below.

Name: _____

Signature: _____

Date: _____

Order Number: _____