

Guarantee

At Spotlight we take great pride in everything we do.

To support this guarantee Spotlight guarantees work performed for a period of 12 months from the date of installation or collection of goods. In addition to Spotlight's guarantee, Spotlight's goods and services are covered by non-excludable warranties under consumer protection laws.

We guarantee you peace of mind.

CONDITIONS OF SALE AND 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) "GST" means goods and services tax under the *Goods and Services Tax Act 1985*.
 - (d) "Prepayment" means a payment by the Customer to Spotlight of an amount equal to 50% of the Quotation.
 - (e) "Products" means custom made curtains, blinds, tracks and all other goods and services supplied by Spotlight to the Customer pursuant to its Quotation.
 - (f) "Quotation" means the Quotation given by Spotlight to the Customer which incorporates these Conditions and which Spotlight refers to as a work sheet once accepted by a Customer.
 - (g) "Spotlight" means Spotlight Ltd Company no: 1554011 of Unit 9, 67 Cavendish Drive Manukau City, Auckland , 2104 New Zealand.
2. These Conditions are inclusive of the cost of delivery, installation and removal of existing fittings only where specified in the Quotation. No other work is included unless specified by a signed agreement between the parties.
3. Each amount payable by the Customer under these Conditions in respect of a Taxable Supply by Spotlight is a GST exclusive amount and the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply" has the meaning set out in the *Goods and Services Tax Act 1985*.
4. Upon receipt of the Customer's acceptance of the Quotation, Spotlight reserves the right to review the Quotation prior to commencement. The Quotation is subject to corrections for clerical or mathematical errors. If Spotlight is unable to meet its obligations under the Quotation, Spotlight will notify the Customer within 21 days and refund any Prepayment by the Customer.
5. Spotlight reserves the right upon acceptance of the Quotation by the Customer to require the Prepayment to proceed with the Quotation. By accepting the Quotation, the customer agrees to comply with Spotlight's usual payment terms, which means final payment is to be paid to the store upon collection of goods or prior to the installation.
6. The Customer is responsible for the selection of Products identified on the Quotation, and Spotlight accepts no responsibility should the Customer change their mind regarding their selection.
7. (a) Any date fixed for completion of any work by Spotlight is fixed in the light of circumstances existing at the date hereof. 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 but not limited to transport strikes and industrial disputation). (b) If Spotlight is unable to secure either the fabric or components required to manufacture the Products after 90 days from the date of the Quotation, the Customer may re-select Products, or cancel the order and receive a full refund of the Prepayment.
8. This Quotation is given on the basis that all work is carried out during normal business hours, being Monday to Friday 9am – 5pm, unless otherwise arranged and quoted for.
9. Title to the goods does not pass until the Customer has paid all monies owing to Spotlight on any account in full.
10. (a) Spotlight will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by Spotlight, its employees, contractors or agents whether in contract, negligence or howsoever otherwise. (b) Nothing in these Conditions limits any liability imposed by any statute, including under the *Consumer Guarantees Act 1993*, unless or to the extent that it is lawful to do so. (c) Where the Customer

is acquiring the Products for the purposes of a business (as provided in sections 2 and 43 of the *Consumer Guarantees Act 1993*) the *Consumer Guarantees Act 1993* shall not apply. (d) Spotlight does not undertake that repair facilities and parts will be available for the Products, and accordingly, section 12 of the *Consumer Guarantees Act 1993* shall not apply.

11. Spotlight accepts no responsibility for changes or alterations to the Products made by the Customer after collection or installation, and Spotlight shall not be liable in any way for loss or damage as a consequence thereof.
12. Spotlight does not accept responsibility for the Customer's own measurements.
13. (a) Spotlight takes no responsibility for structural imperfections of the Customer's home which may limit Spotlight's ability to perform its obligations, to the extent permitted by law. "Structural imperfections" include but are not limited to, the room, floor or ceiling not being square and walls or plaster crumbling, breaking or flaking during installation of the Products. b) It is the Customer's responsibility to ensure prior to installation that the proposed area is suitable for the installation of the Product. (c) Spotlight will render its services with due care and skill.
14. Customers must collect Products within 14 days after being notified that they are ready for collection.
15. The Spotlight warranty for all Products shall be 12 months (against faulty manufacture or installation). This warranty is only valid where the Products have been paid for in full and does not cover: (a) normal wear and tear including fading on fabrics and other materials; (b) deliberate or accidental damage, misuse or incorrect installation by the Customer. This warranty is in addition to any statutory warranties.
16. In the event of cancellation by the Customer, other than lawful cancellation for breach, if Spotlight has commenced manufacturing the Products, Spotlight may, at its discretion, require the Customer to reimburse Spotlight for its actual costs incurred in respect of the Customer's 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 being refunded to the Customer). If Spotlight has received fabric and/or components but has not commenced manufacturing the Products, Spotlight may, at its discretion, require the Customer to reimburse Spotlight for its freight and storage costs for the fabric and/or components (including, where applicable, by retaining all or some of any Prepayment, with any balance of the Prepayment being refunded to the Customer). Cancellation must be given in writing.
17. Any reasonable collection charges and/or commissions incurred in attempting to recover payment, in addition to any reasonable legal expenses incurred in attempting to recover payment, shall be payable by the Customer.
18. The parties submit to the non-exclusive jurisdiction of the Courts of New Zealand and the law of New Zealand is the proper law governing these terms.
19. The Customer acknowledges and agrees that, by accepting these Conditions, the Customer grants Spotlight a security interest over the Products and their proceeds (by virtue of the retention of title in clause 10 above). The Customer undertakes to do all acts and provide Spotlight on request with all information it requires to register a financing statement or financing change statement on the Personal Property Securities Register, and advise Spotlight immediately in writing of any proposed change in the Customer's name or other details on the Personal Property Securities Register.
20. To the extent permitted by law, the Customer waives its right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest, waives its rights and, with Spotlight's agreement, contracts out of its rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the Personal Property Securities Act 1999, and agrees that nothing in sections 114(1)(a), 133 and 134 of the Personal Property Securities Act 1999 shall apply to these Conditions and, with Spotlight's agreement, contracts out of such sections. Unless the context otherwise requires, the terms and expressions used in clauses 21 and 22 have the meanings given to them in, or by virtue of, the Personal Property Securities Act 1999.
21. Where the Customer is a company or an unincorporated body, the person signing the Quotation on the Customer's behalf, in consideration of Spotlight agreeing to supply the Products and associated services to the Customer, guarantees to Spotlight, as a principal debtor and not merely as surety, the due and punctual performance by the Customer of all its obligations contained in these Conditions.

22. Where the Customer provides Spotlight with an email address and/or mobile phone number, the Customer consents to Spotlight sending the Customer emails and/or text messages (as the case may be) for promotional purposes.

WARNING: Spotlight endeavours to ensure that Products that it manufactures resemble, as closely as possible, any sample shown to Customers. However, each roll of fabric is unique and there may be minor variations in the colour, shade or grain of a sample of fabric when compared with fabric that Spotlight subsequently uses to manufacture Products. To the extent permitted by law, Spotlight will only replace Products in cases where any variation between the sample and the Product is significant. Customers are entitled to compare the sample with the finished product upon request.

CUSTOMER PRIVACY

At Spotlight we collect personal information from you when, among other things, you place an order. Information on the way we handle personal information is set out in our privacy policy which can be found at http://www.spotlight.net.nz/privacy_policy. In particular, we can use your information to promote and market our products and services or the products or services of others.

I/We agree to be bound by the Conditions of Sale and Installation as set out in this agreement:
Name: _____
Signature : _____
Dated : / /
(Signed by the Customer)