

AUCKLAND

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Warranty Terms

As we are wholesale manufacturers, suppliers, importers and exporters of window finishing products, our customers are business purchasers ("Business Purchasers") of products for the purposes of business and accordingly the Consumer Guarantees Act 1993 does not apply. The following Returns Policy and Warranty applies.

Returns Policy - Product Defect

If the products are proven (including photographic evidence) to be defectively manufactured, or damaged prior to or during delivery*, or products incorrectly supplied by us, we will replace these products if they are returned to us within 5 days of purchase or date of delivery ("Returns Policy Period") and we will reimburse the original shipping cost paid by you for the return of the product, once we have satisfied our assessment it qualifies under the Returns Policy. We will assess the state of the product and, at our discretion, will decide whether the returns policy or warranty will cover the claim or that neither is applicable.

*Goods must be signed for as damaged if 3rd party freight carry used.

The Business Purchaser should inspect the products upon delivery for damage and inform us of damage or non-delivery within 2 working days of delivery. If the Business Purchaser does not advise us within the timeframe, then the Business Purchaser is deemed to have accepted the products in good order, condition and working order, and after that timeframe no liability for goods damaged or lost in transit will be accepted.

As you choose the products for your requirements, we are unable to offer any exchanges or refunds due to an incorrect colour choice or a particular purchase.

For custom or bespoke manufactured products no returns, exchanges or refunds are available nor accepted.

Warranty

After expiry of the Returns Policy Period, the products are subject to our Warranty for the warranty period stated in the product information.

The Warranty covers the original Business Purchaser of the purchase and is a warranty against defects in workmanship and materials. If the warranty to the particular product is transferable from the Business Purchaser to the Retail Customer then the warranty applies to the product owned by the original Retail Customer. Certain components of some products may carry a manufacturer's warranty and if transferable may be transferred through to the Business Purchaser and to the original Retail Customer, for example some overseas motor components.

The Warranty does not cover:

- normal wear and tear including fraying of cords;
- 2. any fading of materials;
- 3. damage from the elements (including sun, moisture, salty air);
- 4. damage from insects or animals;
- 5. incorrect or outside maximum sizing;
- 6. any damage or loss caused by improper use, misuse, abuse, accidental or non-accidental damage, (including any remote control devices);
- 7. any alterations to the product;
- 8. improper cleaning (for example, aggressive or abrasive chemical cleaning agents);
- 9. installation by 3rd parties (who are persons other than contracted by the Business Purchaser);
- 10. installation by Retail Customers themselves;
- 11. removal, installation, replacement or shipping costs, including delivering the product under warranty to Vanda;
- 12. the sale of the product by the Retail Customer to anybody else regardless of whether it is a standalone product or part of a property. That is, any warranty afforded to the Retail Customer shall not be transferred to any subsequent purchaser.
- 13. # see note below

The Warranty is only applicable and valid if:

- 1. the product is correctly installed by either ourselves, the Business Purchaser or their authorised and qualified agent / subcontractor;
- 2. the product has been fully paid by the Business Purchaser;
- 3. the original Retail Customer of the Business Purchaser still owns the product;
- 4. the original Retail Customer and Business Purchaser can prove proof of purchase, i.e. original invoice;
- 5. the Business Purchaser or the original Retail Customer is making a claim under the Warranty;
- 6. the Business Purchaser and or the original Retail Customer is responsible for costs of transportation of the product to us or to the overseas manufacturer or both;
- 7. the warranty has not been transferred by the original Retail Customer.

If the product is found to be defective during the warranty period, we will at our discretion after any investigation (if necessary) and upon acceptance of the warranty claim either repair or replace the defective product without charge. For discontinued products that are no longer sold by us, these will be replaced with the closest equivalent and current product (if the Warranty is accepted by us), and if there is a price increase then the difference is payable by the Retail Purchaser or Retail Customer.

For any product that is defective or subject to a warranty claim, the cost of removal of the product from installation, transportation to or from our business or overseas, any insurance, cost of any investigation(s), reinstallation of the product shall be at the cost of the Business Purchaser or Retail Customer, subject to the above terms and conditions.

The sole remedy under this warranty is either the repair or replacement of the defective products, and in no event shall we be liable for any direct or indirect costs, expenses, or incidental or consequential damages relating to the products including removal, transportation, or reinstalment of the product. In the very rare event that a product is subject to consecutive warranty claims (i.e. 2 or more warranty claims, which is extremely rare for the quality products that we supply), our total liability shall be limited to the price of the specific product and accordingly we may decline the warranty on this basis.

Skylight Blinds – Warranty for Skylight blinds is discretionary due to the nature of these blinds. We are dealing with flexible fabrics and the fabric is put under constant tension. We will not guarantee or warranty that the blind will run perfectly. If you are having issues with this product, please contact our office.