

**TERMS AND CONDITIONS OF IQ SHUTTERS PTY LTD (ACN 138861720)
TRADING AS IQ SHUTTERS AWNINGS + BLINDS; AND FUTURE BLINDS
("IQ SHUTTERS")**

1. Application

1.1 These Terms and Conditions ("T&Cs") apply to any supply of Goods and/or Services by IQ Shutters to the Customer.

2. Definitions

2.1 In these T&Cs:

- (a) **"Claim"** means any present or future claim, demand, action, suit or proceeding for any Liability, restitution, compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in contract, tort (including but not limited to negligence) or otherwise.
- (b) **"Contract"** means the contract formed because of an acceptance of an Order by IQ Shutters and includes these terms, the 'Important Information for Customers' document attached to a quotation, any covering letter, quotation, estimate and any other document that refers to these terms.
- (c) **"Customer"** means the customer set out in any quotation, offer or other document provided by IQ Shutters (or, in the absence of such information, the customer who placed the Order);
- (d) **"Installation Address"** means any Installation address in a Contract.
- (e) **"Installation Date"** means any Installation date in a Contract.
- (f) **"Goods"** means the goods in the Contract.
- (g) **"Insolvency Event"** means any of the following, or any analogous, events:
 - a. the Customer ceases, or threatens to cease, carrying on business.
 - b. the Customer is unable to pay the Customer's debts as the debts fall due.
 - c. any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Customer's assets, operations or business.
 - d. any step is taken for the Customer to enter into any arrangement or compromise with, or assignment for the benefit of, the Customer's creditors; or
 - e. any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator, or liquidator of the whole or any part of the Customer's assets, operations, or business.
- (h) **"Intellectual Property Rights"** means any present or future rights conferred by statute, common law or equity in any part of the world in relation to any confidential information, copyright, trademarks, service marks, designs, patents, inventions or, trade secrets and includes designs, drawings, specifications, and samples provided by IQ Shutters.
- (i) **"Liability"** means any loss, liability, cost, payment, damages, debt or expense (including but not limited to reasonable legal fees);
- (j) **"Order"** means any written or verbal order by the Customer to IQ Shutters for Goods and/or Services.
- (k) **"Personnel"** means any employee, servant, contractor, subcontractor, agent, partner, director or officer of a party.
- (l) **"Price"** means the price of the Goods and/or Services (including but not limited to any Installation or other charges);
- (m) **"Security interest"** means a security interest within the meaning of the Personal Property Securities Act 2009, and
- (n) **"Services"** means the services in a Contract and any services associated with the Goods.

3. Acceptance of terms and placement of orders

- 3.1 Any Order by the Customer to IQ Shutters and/or any acceptance of any Goods and/or Services by the Customer will constitute agreement to these T&Cs by the Customer.
- 3.2 When IQ Shutters accepts an Order, the parties will have created a binding Contract and IQ Shutters will supply the Goods and/or Services to the Customer and the Customer will pay the Price to IQ Shutters in accordance with the terms of the Contract which includes these T&Cs.
- 3.3 Any variation to the Contract must be confirmed in writing by IQ SHUTTERS.
- 3.4 The Customer must provide IQ Shutters with written details of any required specifications or properties of Goods and/or Services at the time the Customer provides an Order to IQ Shutters and must ensure the specifications or properties of Goods and/or Services stated in any Order by the Customer will be fit for the intended purpose of the Goods and/or Services.
- 3.5 IQ Shutters will be entitled to rely on the accuracy of any plans, specifications or other information provided by the Customer. If there are any errors in any plans, specifications or other information provided by the Customer, IQ Shutters will be entitled to vary the Price.
- 3.6 IQ Shutters may cancel any Contract at any time prior to Installation of the Goods and/or Services with no liability other than to repay any amount of the Price paid in advance of the cancellation.
- 3.7 The Customer is not entitled to cancel any Contract and will forfeit the

non-refundable deposit and must pay to IQ Shutters any additional costs associated with the Customer purporting to cancel a Contract.

4. Installation of Goods

- 4.1 If IQ Shutters agrees to deliver or install the Goods ("Installation"), IQ Shutters:
 - (a) will endeavour to deliver the Goods to the Installation Address on the Installation Date.
 - (b) IQ Shutters may charge further Installation charges if the Customer is unable to receive Installation of the Goods at the Installation Address or on the Installation Date or in accordance with any other Installation arrangements.
 - (c) IQ Shutters may add to the Price any further charges incurred by IQ Shutters including but not limited to storage or delivery costs for any delay caused by the Customer.
 - (d) IQ Shutters may vary the Price to include further charges if the Customer varies their instructions.
- 4.2 IQ Shutters will not be liable for any delay in Installation of Goods at the Installation Address.
- 4.3 The Customer will ensure a member of the Customer's Personnel will be at the Installation Address on the Installation Date to accept any Installation of Goods and sign the Installation docket on the Customer's behalf.
- 4.4 IQ Shutters may deliver any Goods to any person at the Installation Address who has apparent authority to receive Installation of the Goods.
- 4.5 The signature of a member of the Customer's Personnel on IQ Shutters' Installation docket will represent acknowledgement by the Customer that the Goods have been supplied.
- 4.6 The Customer will inspect any Goods immediately on delivery or Installation and will be deemed to have accepted the Goods as is unless the Customer provides immediate written notice to IQ Shutters that the Customer rejects the Goods.
- 4.7 The Customer is responsible for preparing the site for Installation, including creating any openings, and for obtaining any required applications, approvals, authorisations, certificates, and/or permits required for the Installation.
- 4.8 Unless expressly specified, the Price does not allow for:
 - (a) rectification of openings or floorings that are not plumb, level, straight or horizontal or out of level flooring including structural integrity of all fixings, sub-straight and surface.
 - (b) relocation or installation of any services including electrical services; or
 - (c) costs of hiring equipment required for the Installation such as scissor lifts or scaffolding. It is the consumer's responsibility to ensure clear and safe access to the opening is available.

4.9 While IQ Shutters will take all reasonable care, IQ Shutters will not be liable for any damage to specialised surfaces that require holes to be drilled such as marble, granite, glass, ceramic tiles, mirrors or other similar type surfaces.

5. Price

- 5.1 The Price is exclusive of GST unless otherwise stated by IQ Shutters in writing.
- 5.2 The Customer must not withhold, make deductions from, or set-off, payment of any money owed to IQ Shutters for any reason.
- 5.3 IQ Shutters may charge, in addition to the Price, any other fees and charges that IQ SHUTTERS notifies to the Customer from time to time.

6. Deposit and Payment Terms

- 6.1 The Customer must pay:
 - (a) 50% of the Price at the time of order as a non-refundable deposit.
 - (b) 40% of the Price when the Goods have been scheduled for Installation; and
 - (c) Any remaining balance immediately upon delivery or completion of the Installation.
- 6.2 The Customer agrees to grant IQ Shutters a charge over the Customer's present and future property and assets as security for any amount owed by the Customer to IQ Shutters. The Customer acknowledges IQ Shutters may lodge caveats over security interests on the Personal Properties Securities Register and take any action required to enforce IQ Shutters' security over the charged property.
- 6.3 The Customer must reimburse IQ Shutters for the full amount of any bank or other fees associated with any dishonoured payments or cheques and any legal, debt recovery or other expenses associated with any action by IQ Shutters to recover money from the Customer.
- 6.4 IQ Shutters may charge compound interest on any overdue amounts owed by the Customer at a rate of 10% per annum calculated monthly.

7. Risk and Title

- 7.1 The risk in Goods passes to the Customer, and the Customer must insure the Goods, immediately on the collection of the Goods by the Customer or delivery and/or Installation of the Goods by IQ Shutters.
- 7.2 The Customer will not receive title to Goods until the Customer makes

full payment of the Price and any other amounts payable to IQ Shutters.

7.3 Until title in the Goods passes to the Customer in accordance with these T&Cs, the Customer will:

- (a) be only a bailee of the Goods.
- (b) ensure the Goods are kept separate and identifiable from other goods.
- (c) not grant any charge over, or interest in, the Goods to any third party.
- (d) return any Goods to IQ Shutters immediately on request.
- (e) authorise IQ Shutters or any agent of IQ Shutters to enter any land and premises owned, occupied, or controlled by the Customer where the Goods are located and take possession of the Goods; and
- (f) hold the proceeds from any sale or disposal of the Goods on trust for IQ Shutters.

8. Force Majeure

8.1 IQ Shutters will not be liable to the Customer for any failure to perform, or delay in performing, IQ Shutters' obligations under these T&Cs if the failure or delay is due to any cause beyond IQ Shutters' reasonable control. If any such failure or delay continues for a period of 14 days, IQ Shutters may cancel any affected Contract in accordance with clause 3.6.

9. Intellectual Property

9.1 No supply of Goods and/or Services to the Customer will grant to the Customer any Intellectual Property Rights in respect of the Goods and/or Services

9.2 The Intellectual Property of IQ Shutters cannot be reproduced, copied, or used in whole or part without the specific written permission of IQ Shutters.

10. Warranties

10.1 IQ Shutters provides the following warranties:

- (a) Aluminium shutters manufactured by IQ Shutters - 25 years for construction and 10 years on powder coat paint
- (b) Roller blinds by IQ Shutters – 1 year for construction
- (c) Installations by IQ Shutters – 1 year for installation only (i.e. products are subject to separate warranties as outlined in these T&Cs)

10.2 Suppliers to IQ Shutters provide the following warranties:

- (a) Oasis Poly Shutters – 20 years construction and 5 years paint
- (b) Paulownia Timber – 5 years construction and 5 years paint
- (c) Premium Basswood – 5 years construction, 5 years paint and 3 years stain
- (d) Panel Glides, Roman Blinds, Venetians Blinds, Curtains and other Blinds - 1 year for construction
- (e) Versadrapes – 2 years for construction
- (f) External awnings including: Drop Arm and Folding Arm Awnings: 5 year manufacture, 5 year componentry
- (g) External awnings including: Auto Lock Arms and Multistops: 1 year manufacture
- (h) Ombra Zipguides (zipscreens) - 2 years for construction.
- (i) Security Screens: SecureView 11 years
- (j) Motors - limited manufacturers' warranty (exclusions apply). Not covered for water damaged or burnt out

10.3 Where Goods supplied by IQ Shutters are installed or incorporated into products not supplied by IQ Shutters, IQ Shutters will not be liable for any defect in that product.

10.4 Where Goods are installed into a wall material not recommended by IQ Shutters (or IQ Shutters' Personnel), such as autoclaved aerated concrete, IQ Shutters will not be liable for any defect or damage to the Goods caused by any failure of the wall material.

10.4.1 Aerated concrete or Hebel will require modified fasteners and may incur extra cost or the use of a builder.

10.5 IQ Shutters will repair or replace aluminium products with manufacturing defects to a standard that provides the same degree of serviceability or functionality that a product without defect would otherwise have.

10.6 Any warranty provided by IQ Shutters excludes all other defects including defects caused or contributed in whole or part by, or resulting from, any of the following:

- (a) Abuse, misuse, or neglect.
- (b) Circumstances where the products are used for purposes other than the intended use.
- (c) Natural disasters such as flooding, windstorms, storm damage and lightning.
- (d) Damage caused by the external environment in which the products are situated. Including exposure to Marine Environment, Including salt spray, moisture laden air and corrosive Environments.
- (e) External Blinds and Awnings are NOT to be left open in 'fresh breeze' according to the Beaufort Wind Speed Scale
- (f) Alterations to the products or their installation by any person not authorised by IQ SHUTTERS; and/or
- (g) Failure to follow IQ Shutters prescribed "Care and Maintenance" procedures.
- (h) Goods must be paid in full

10.7 Any warranty provided by IQ Shutters is not transferrable by the Customer.

10.8 IQ Shutters does not warrant the Goods and/or Services are fit for any purpose whether made known by the Customer or any third party to IQ Shutters or any member of IQ Shutters personnel.

10.9 IQ Shutters excludes all express and implied conditions and warranties in relation to the Goods and/or Services and this Agreement except those conditions or warranties detailed in this clause 10 and that cannot be excluded by law.

10.10 Warranties for installation is covered for a period of 12 months from Date of Purchase. After this period a service Fee will apply.

10.11 Nothing in these T&Cs are intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 (Cth) or any equivalent Act of any State or Territory of Australia except to the extent permitted by such Acts.

10.12 Warranty claims must be accompanied by proof of purchase, quote number, photo's with a description of defect. Please email through to admin@iqshutters.com.au

11. Liability

11.1 IQ Shutters' liability for any Liability or Claim in relation to these T&Cs, the Contract, and any supply of Goods and/or Services will be limited to the amount of the Price paid by the Customer to IQ Shutters.

11.2 IQ Shutters will not be liable to the Customer or any other person for any Liability or Claim of any kind whatsoever arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any indirect or consequential loss (including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) or any other remote, abnormal or unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties.

12. Indemnity

12.1 The Customer indemnifies IQ Shutters and each member of IQ Shutters' Personnel on a full and continuing indemnity basis from and against any Liability or Claim arising directly or indirectly in relation to:

- (a) the Customer's breach of these T&Cs or any Contract;
- (b) the negligence or wilful misconduct of the Customer or any member of the Customer's Personnel;
- (c) damage to the property of the Customer or any third party during any Installation of Goods;
- (d) any breakage, spillage or contamination of Goods during any transport or Installation;
- (e) the Goods and/or Services not being fit for any particular purpose;
- (f) any damage to the Goods or to the property of the Customer due to any failure of a wall or material adjoining the Goods;
- (g) the Customer or any member of the Customer's Personnel directly or indirectly causing any delay in the supply of any Goods and/or Services; and/or
- (h) the Customer or any member of the Customer's Personnel refusing to accept any Installation or purporting to cancel a Contract.

13. Termination

13.1 IQ Shutters may immediately terminate, or suspend the performance of, any Contract and the Customer must immediately pay any money owed to IQ Shutters if:

- (a) the Customer breaches a term of these T&Cs or any Contract and does not remedy the breach within 7 days.
- (b) the Customer breaches a term of these T&Cs or any Contract which is not capable of remedy; and/or
- (c) an Insolvency Event arises in relation to the Customer.

14. Miscellaneous

14.1 These T&Cs or any Contract may only be amended with IQ SHUTTERS' express written agreement. Any waiver by IQ Shutters must be express and in writing.

14.2 IQ Shutters' rights under these T&Cs or any Contract do not exclude any other rights IQ Shutters may have at law.

14.3 If any provision of these T&Cs or any Contract is unenforceable, the provision will be severed, and the remaining provisions will continue to apply.

14.4 IQ Shutters may assign any rights or benefits under any Contract or these T&Cs or any Contract to any third party. The Customer may only assign any rights or benefits under any Contract or these T&Cs or any Contract with IQ Shutters' prior written consent.

14.5 These T&Cs and any Contract will be governed by the law of the State of Queensland, Australia.

IMPORTANT INFORMATION FOR CUSTOMERS

The guarantee on iQ Shutters and Future Blinds products does not cover defects or damage caused by accidents, alterations, misuse, abuse, wear and tear or failure to comply with cleaning and maintenance instructions.

iQ Shutters and Future Blinds does not warranty the fading of fabrics and timbers caused by direct and/or indirect sunlight. Under the guarantee iQ Shutters and Future Blinds shall not be liable or responsible for incidental or consequential damages or any other direct or indirect damage, loss, cost, expense or fee.

ROLLER BLINDS

Regular servicing and cleaning of your blinds and outdoor products is essential, failure to comply with this will shorten the life of your product.

Recess blinds and shutters may interfere with the removal of flyscreens and windows.

Blinds installed in the reveal will have light gaps at the top and sides of between 5mm – 20mm depending on the squareness of the window.

All roller blinds will have some form of light bleed even when blackout fabric is used.

Fabric joins may occur on blinds or pelmets depending on the size.

Butting, joined or corner blinds will have a light gap between the blinds of up to 50mm.

Blinds are made square, therefore we cannot be responsible for uneven gaps caused by out of square windows.

iQ Shutters and Future blinds cannot guarantee that fabric supplied will match exactly to the sample from which is ordered, due to dyelot variations. Small imperfections may occur in the fabric. This is normal.

Rail-roaded or oversized blinds may not hang flat and may pucker along the bottom. A horizontal join may also be visible at the top sections of the blind.

Roller blinds may fray on the edge if the blind is not rolling straight. If the blind is knocked and no longer rolling straight it is up to the customer to straighten it to maintain the edge and ensure fraying does not occur. If fraying occurs, cut the fraying thread and reseal the edge with hairspray.

Telescoping of blinds occurs in narrower blinds. Blinds under 600mm in width may need to be manually assisted to ensure it rolls straight.

Bagging or V-ing of Fabric Roller blinds larger than 2400mm width and/or longer than 2200mm Drop could show the effect of bagging or “V”ing. Blinds with large width can have bagging in the centre of the cloth, normally due to flex in the roller tube. This effect is predominant on all large blinds. iQ & Future Blinds will not warrant any blinds over 2400mm wide and 2200mm drop. To reduce this effect, consider splitting the blind into smaller widths and/or multi-linking blinds together.

Patterns

Variations of up to 30mm in the direction of the pattern from one side of the blind to the other should be expected. Fabrics may not have the warp (vertical) or weft (horizontal) yarns travelling perfectly perpendicular to each other. Some deviation from the pattern or texture will exist.

Railroading and Cupping

Due to the nature of the fabric blackout backing on some fabrics lead to curling or cupping of the outer edges of the blind. Narrow width roller blinds with a long drop are not advisable. If these blinds start to track the edges can fray quite badly.

Light Gaps

The overall width of the blind, including brackets, is always wider than the fabric width. All roller blinds allow light to pass around the sides of the fabric (even when blackout fabric is used). Light Gaps are most prominent when a blind is fitted inside a window recess. Face fitting may be a better option than reveal fitting, however, the only way that light gaps can truly be minimised is to use hardware systems that utilise side channels.

Puckering

Some wider width roller blinds will exhibit a deviation across the width of the fabric at the base rail.

Please note that all fabrics fade from UV exposure. If blinds are left up for a long time without being pulled down regularly, all fabrics will fade unevenly. Fabric will fade evenly if blinds are down during the day, getting even UV exposure.

SHUTTERS

It is normal to assist a hinged shutter by lifting it to close into a frame. This is more common for panels over 700mm wide.

Window locks and winders may interfere with Venetians and Shutters

Recess blinds and shutters may interfere with the removal of flyscreens and windows.

Removing glass windows for cleaning after shutters or blinds have been installed may require removal of frames or brackets.

Uneven light bleed will occur between shutter blades

Shutters are not full blackout and light bleed will occur on the sides, top and bottom and inbetween the blades.

External aluminium shutters are weather proof, not water proof.

Colour Variance

Due to the nature of powder coating, there may be a slight variance in the colour of your shutters. This is normal and can be expected in all powder coating of aluminium, inclusive of custom colours, painted, stained, lacquered or oiled timber products.

VENETIANS

Large Venetians do not close tightly and total privacy may be compromised

Venetian blinds are not full blackout

Large venetians will require assistance when lowering or raising.

VERTICAL BLINDS AND PANEL GLIDES

Vertical blinds and Panel Glides are measured to allow up to 10-15mm between the bottom of the blind and the sill or floor.

Reveal fit vertical blinds are measured to allow 5-10mm clearance on either side. Face fitted blinds will stand out up to 90mm from the architrave or wall.

Overlaps of panels and blades may allow light through.

ROMAN BLINDS

Roman blind fabrics can pucker, ripple and may not sit straight.

Due to the nature of the fabric, Romans can drop up to 40mm.

Corner windows may not be able to be stacked up at the same time.

Corner windows may have up to 20mm gap between blinds

Different height windows will have different number of folds.

CURTAINS

A curtain can drop up to 20mm depending on fabric and evenness of the floor or sill.

FABRIC AND FOLDING ARM AWNINGS

Joins may be noticeable on large awnings

Puckering may occur at sides of seams or joins.

Do not leave awnings or Folding Arm Awnings extended in the wind or rain as this could cause damage.

If awning is rolled up while wet, ensure to roll it back down to dry it out before retracting it again as this will help to extend the life of your fabric.

Unwanted rippling is common due to the wrapping and transportation of the blind. It is best to leave your awnings down for at least 3-5 days in clear weather after installation

until the fabric has fully settled. In cooler months this process can take up to several weeks.

Zipblind awnings have a zip that is welded to the fabric at the sides. Due to this weld, a slight ripple will be visible. This is not a fault of the product but simply a byproduct of the welding process that cannot be avoided.

WINDOW SHADING ASSOCIATION OF AUSTRALIA GUIDELINES

Consumer Information: <https://www.wsaa.au/industry-guidelines/>



WSAA INDUSTRY GUIDELINE: BLINDS

BMAA has prepared an Industry Guideline to assist manufacturers and retailers deal with customer queries regarding the final product. This guideline is in no way a substitute for legal advice. Businesses are bound by legislation such as Australian Consumer Law and Australian Standards such as AS2663.2-1999, Textiles – Fabrics for window furnishings – Coated curtain fabrics.

This Guideline is one that is accepted by the industry and should be seen as a “reasonable” test for looking at a perceived fault.

Recommended Industry Guideline for Faults:

The acceptable guideline for imperfections, marks, dots etc. on completed product is:

- If an imperfection is visible with the naked eye in natural daylight at a distance of 1.5 metres, it is not acceptable.
- If an imperfection is not visible with the naked eye in natural daylight at a distance of 1.5 metres it is acceptable.

Minor colour variations may occur between any colour swatch supplied and the order received, as the colour swatch is a guide only, this includes paint, stain and lacquers.

This Guideline does not override any rights under Australian Consumer Law

WSAA INDUSTRY GUIDELINE: PLANTATION SHUTTERS

WSAA has prepared an Industry Guideline regarding Plantation Shutters.

Plantation Shutters are an appealing window and door dressing, considered to be at the pinnacle of window covering types. They are manufactured from robust materials, and are considered to be fine furniture that typically increases the value of a home.

Compared to other window covering types, the robust nature of Plantation Shutters also makes them substantially heavier, and when gravity combines with a Hinged or Bi-fold installation method, it is usual for slight dropping or sagging to occur to the panels when operated out of their closed position.

The louvres of the shutter are used to control the light entering a room, but where access to the window is required for opening or cleaning the window, the shutter panels can be swung out of the way. It is expected that the panel will need to be lifted or assisted back into the window frame when closing, to support the panel and avoid damage to the window frame. To maintain structural integrity, shutter panels should be returned to their closed position promptly.

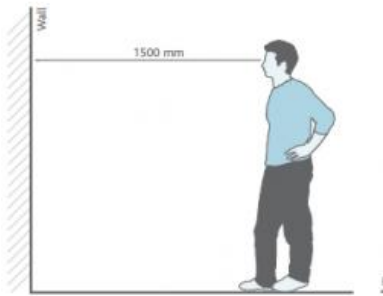
Shutters are not expected to provide complete blackout and are designed primarily to allow the user to easily and efficiently control light and airflow.

Excerpt from the Australian Standards and Tolerances Guide for viewing positions.

GUIDE TO STANDARDS AND TOLERANCES 2015 INSPECTING SURFACES FROM A NORMAL VIEWING POSITION

Generally, variations in the surface colour, texture and finish of walls, ceilings, floors and roofs, and variations in glass and similar transparent materials are to be viewed where possible from a normal viewing position. A normal viewing position is looking at a distance of 1.2 m or greater with the surface or material being illuminated by ‘non-critical light’. Non-critical light means the light that strikes the surface is diffused and is not glancing or parallel to that surface.

DIAGRAM F NORMAL VIEWING POSITIONS



Slight variations in colour and materials does not always constitutes a defect.

Window furnishings ARE NOT acceptable if a defect can be seen in natural light at 1.2m away.

Window furnishings ARE acceptable if a defect cannot be seen in natural light at 1.2m away.