

TERMS AND CONDITIONS

Thank you for choosing Apollo Blinds Awnings Shutters. Set out below are the terms and conditions of the agreement between you and Apollo for your window furnishings. Please make sure you have read this page and checked the Order carefully before you sign. Subject to any terms implied by law, the agreement comprises only this page and the Order, unless the Competition and Consumer Act 2010 applies.

A. APOLLO'S RIGHTS AND OBLIGATIONS

1. Apollo must make the Window Furnishings to the specifications as set out in the Order. The Customer acknowledges that Apollo will make the Window Furnishings square and the Customer cannot make any claim against Apollo if the windows or frames in which the Window Furnishings are installed are out of square.
2. Apollo will not be held liable for any delays of any nature nor be liable to pay any compensation for such delay.
3. Apollo is not bound by any estimated delivery time given and the Customer cannot make any claim against Apollo if either that estimated delivery time or the agreed installation date is not met.
4. The Window Furnishings remain Apollo's property until Apollo has received the full Purchase Price.
5. Should the customer exceed Apollo's trading terms, the debt will be passed on for collection. The customer will be liable for all expenses associated with the recovery of outstanding amounts, including but not limited to legal fees on a full indemnity basis and interest charges.
6. In the event that a discount is given, if full payment of the discounted price is not received by the due date, Apollo has the right to claim and receive from you payment of the full and undiscounted price.
7. Once the customer has placed an order and decides not to go ahead with the order (and Apollo has agreed to cancel) for any reason they will incur a \$100 admin fee or 10% of the purchase price, whichever is higher.
8. If the customer wants to make changes to the order (and Apollo agrees to) after the order is processed they will incur a \$75 admin fee.
9. Fulfilment of the order and price may be subject to change after a site check measure if applicable.

B. THE CUSTOMER'S RIGHTS AND OBLIGATIONS

1. By signing the Order and/or paying a deposit the Customer acknowledges that the Customer has read and understood the terms and conditions of this agreement and agrees to be bound by them.
2. To commence the Order the Customer must pay to Apollo a deposit of not less than 50% (or agreed amount) of the Purchase Price.
3. The Customer acknowledges that Apollo will normally commence the manufacturing process of the Window Furnishings within 24 hours of this Order being signed. If the Customer cancels the Order after Apollo commences manufacture then the Customer forfeits the deposit referred to in paragraph B2 and must pay the balance.
4. The Customer may only vary the Order if the Customer and Apollo are able to agree on a new purchase price for the Window Furnishings. Any variations to the contract must be in writing.
5. The Customer acknowledges that materials and components can be liable to variations from those shown due to differences between production runs. While Apollo must do all it reasonably can to ensure that the materials used for the Window Furnishings matches the sample chosen by the Customer, the Customer acknowledges that Apollo does not promise a colour or pattern match and the Customer must not make any claim against Apollo where any such variations occur.
6. Recommended industry guidelines for faults can be found at the following link for the Blind Manufacturers Association of Australia of which Apollo is a member. Imperfections not visible with the naked eye in natural daylight at a distance of 1.2 metres is acceptable
<http://bmaa.net.au/wp-content/uploads/2014/10/Industry-Guideline-Final.pdf>
7. The Customer acknowledges that all Window Furnishings must be maintained with regular cleaning and maintenance and operated in accordance with any operating instructions provided by Apollo. Failure to do so may void the warranty, referred to in clause C below.
8. The Customer acknowledges that all products have tolerances and performances standards are deemed acceptable by industry standards.
9. Once the goods are ready, the customer must allow Apollo access for installation. The Customer must remove any existing window coverings and support brackets, unless the Customer has elected to pay for this service. Any furniture located where the Window Furnishings are to be installed must be moved. On the agreed installation date the Customer must give the installer safe and adequate access to where the Window Furnishings are to be installed. Before the installer begins work the Customer must inform the Installer of the location of any water pipes, electrical cables or any other potential hazard of any kind that may cause damage or injury to people or property during or as a result of the installation of the Window Furnishings and Apollo will not be held liable for any damage caused. In addition, the Customer acknowledges that Apollo cannot accept responsibility for sub-standard fixing points where Window Furnishings are to be installed.
10. The customer must pay final balance as per payment conditions on the Order/Quote. Ownership of product does not transfer to customer until final balance is paid. Once balance is paid Apollo can store the window furnishings at no additional cost for up to three (3) months.

C. WARRANTY

1. Five (5) years Warranty on Louvre Shutter Frames and Panels.
2. Five (5) years Warranty on Enduragard Roller Shutters.
3. Five (5) years Warranty on 240v Motors.
4. Three (3) years Warranty on Louvre Shutter Hardware.
5. Two (2) years Warranty on Louvre Shutter Fading.
6. Two (2) years Warranty on all other custom made Window Furnishings from the date of installation, except for fading which is for 12 months from the date of installation. The 1st year of the Warranty is an in home Warranty (for products that are installed by Apollo) and no call out fee applies (subject to clause 7). For the 2nd year, the products must be returned to an Apollo Showroom or a call out fee will apply. When products are not installed by Apollo all products must be returned to a showroom for Warranty to be implemented.
7. Additional extended warranties may apply.
8. Where a product under Warranty is no longer available a substitute product from Apollo's current range to the same value will be offered as a replacement during the Warranty period.
9. The warranty is against defects in components and/or faulty workmanship for the above periods from the date of installation. The warranty does not extend to damage caused by accidents, misuse or abuse of the product and does not cover depreciation through ordinary wear and tear. All other claims will attract pick up, delivery or service charges.
10. Product care and operating instructions must be adhered to otherwise warranty will be voided. See <https://apolloblinds.com.au/product-care-instructions/> or call 132 899 if you require a copy.
11. Any attempts to repair, alter or adjust an Apollo product by an unauthorised person will deem this warranty null and void.
12. Installation of window coverings above 3 metres are subject to special Warranty conditions and charges will be incurred for high ladders, safety equipment and scaffolding.
13. This Warranty is not transferable.
14. 5 year warranty applies only to orders placed from January 1 2019.

I have read and understood the Terms & Conditions _____

Date: __/__/_____