

ISSEY GENERAL CONDITIONS

Effective Aug 2016

DEFINITIONS	<p>“Agreement” refers to the agreement between Issey and the Buyer, consisting of the purchase order or signed quotation and any terms agreed in writing by the parties. “Issey” is Issey Pty Ltd trading as Issey™ Sun Shade Systems, its successors and assignees. The “Buyer” means the entity with whom Issey contracts to supply the “Goods”; products sold by Issey pursuant to the agreement. “Conditions” refers to the terms and conditions contained in this document and include those terms, if any, imposed by law that cannot be excluded. “GST” is defined in the <i>New Tax System</i> (Goods and Services Tax Act 1999) as amended from time to time or any replacement or other relevant legislation and regulations.</p>
QUOTATION	<p>A quote issued is subject to the buyer’s acceptance of the offer in writing. The quotation expires 30 days from the date the quote is issued. Acceptance thereafter will be at the discretion of Issey™ Sun Shade Systems and subject to its written agreement. Prices are subject to change without notice after quote expires.</p> <p>Pricing Note: Final price is subject to final check measure. Variation charges may apply for additional brackets, accessories or access equipment requirements upon final site assessment. Prices are based on delivery from Perth and installation in the selected Metropolitan area only. Delivery and installation outside Metropolitan area attracts a surcharge.</p>
DELIVERY TIME	<p>It is Issey’s intention to expedite orders in a timely manner. Any statement made as to the date for installation is an estimate only. Installation date is estimated from the date deposit and written confirmation is received by Issey, unless a re-measure is required. In case of industrial action, shortages of materials, NON-standard finishes or fabrics, delays of freight or any other event; delivery times are extended accordingly. Delayed delivery will not entitle the Buyer to any claims, discounts or cancellations of an order.</p>
COLOURS	<p>It is the responsibility of the client to check the colour of fabrics and frames, design and specifications as required. Issey should be notified of any discrepancies within 24 hours of confirmation of order. As with any kind of fabric or powdercoating, a slight variation in colour between samples and the supplied material are possible and unavoidable.</p>
CHANGES TO AN ORDER	<p>If buyer request any changes after production of the order has commenced, then the buyer is responsible for the full cost of alteration.</p>
FABRIC JOINS AND PERFORMANCE	<p>Acrylic fabrics have vertical joints at every 1200mm intervals. Screen Vinyl fabrics of various sizes have horizontal weld joints when width and drop exceeds 1800mm. Screen fibreglass fabrics have horizontal weld joints when the width and drop exceed 1500mm (note: selected colours have horizontal joints when the width and drop exceed 3000mm). Issey recommends Dickson acrylic, Soltis, Sunworker fabrics, Eco Z-series, DBO Blockout Series. Any other fabric not stated here or in the quotation attracts a surcharge and Issey does not warrant its performance.</p>
PRODUCT SPECIFICATION	<p>Product specification(s) is/are given as a guide only. It is subject to change without prior notice.</p>
ELECTRICAL AND ACCESS EQUIPMENT REQUIREMENTS	<p>Electrical work/wiring is NOT included. Supply and installation of wiring, plugs, wall-plates and junction boxes, special switches, relay-boxes, electronic modules and automatic control systems are not included. Issey is not a licensed electrical contractor. However, Issey can recommend and organise an electrician to assist with your specific electrical requirement upon request. The electrician will invoice you directly. Alternatively, you can have your own electrician complete the electrical work. Wiring diagrams can be supplied by Issey upon request. It is advisable to arrange electrical works to be completed prior to or on the same day as the installation of the sun shades. Issey is not liable or responsible for any electrical costs. Issey payment is due at the completion of installation, regardless of the completion of your electrical wiring. At installation, a test cord is utilized to ensure the proper functioning of the product.</p> <p>Access equipment if required (e.g. cherry picker, scaffolding etc) except standard ladder are NOT included with the installation and is chargeable to the buyer.</p>
APPROVAL	<p>It is the Buyer’s responsibility to obtain any necessary approvals for installation from Council or other statutory bodies.</p>
TERMS OF PAYMENT	<p>Unless agreed otherwise in writing, our terms require a payment plan of a minimum 10% initial payment upon confirmation of order. Thereafter, Progress Payment 1 is required before the order goes into Production and Progress Payment 2 upon shipment from the factory. The final payment is</p>

Bespoke sun shade solutions for Australia’s unique environment

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Issey Pty Ltd trading as Issey Sunshade Systems • ABN 52 088 699 594



	payable upon installation completion. By signing the order confirmation, the Buyer undertakes to pay according to our terms of payment. (Please refer to accepted quotation for Progress Payment details.)
INITIAL PAYMENT – 10%	Non-refundable payment is required upon confirmation of order.
1ST PROGRESS PAYMENT – 50%	Progress payment is payable upon final check measure or re-measurement to confirm the final specification of the order. Production of blinds can only commence after receipt of the payment to Issey.
2ND PROGRESS PAYMENT – 30%	Progress payment is upon notification of shipment from the factory and is due prior to delivery on site.
FINAL BALANCE PAYMENT - 10%	The final balance payment is due on installation completion. <i>If full payment is not received within 7 days, a debt collection agency may be engaged to recover the debt. The Buyer will be liable for all finance interest and reimbursement of debt collection agency's fee incurred by Issey on the outstanding amount.</i> "Completion" means that all shades are in position and in an operational condition which will be demonstrated on request.
RISK, TITLE & ROMALPA CLAUSE	Risk in goods will pass to the Buyer immediately upon delivery or installation. Title of ownership of goods invoiced and delivered will remain with Issey until it has been paid in full. If payment is not received in full once it is due, the Buyer irrevocably authorises Issey at any time to enter any premises upon which the goods of this clause are stored to enable Issey to inspect these and, if the Buyer has breached the Agreement, reclaim possession of these goods. The Buyer acknowledges and agrees that Issey may recover the price of the goods by legal action if they are not paid for when due, notwithstanding that property in the goods has not passed to the Buyer. Warranty is also void under this circumstance.
EXTRA COST	In case a sun shade is manually operated from the inside, holes have to be drilled through existing building structures such as brickwork or window frames. Any obstruction within these structures that extends normal installation time will be charged for as extra cost.
POTENTIAL DAMAGE TO INSTALLATION OR DELIVERY	All necessary care will be taken to prevent damage to existing structure, however Issey™ Sun Shade Systems or its installers will not be responsible for the failure or damage, from any cause whatsoever of any surfaces while drilling or fixing, including but not limited to; cracking or collapse of walls, tiles, shipping or masonry, render blowouts and accidental or consequential damage due to the unknown nature of substrates to which we are fixing.
RAIN OR WIND	Although all sun shades are designed to resist reasonable winds, it is advisable to retract them when strong winds occur or are expected. Damage by wind or rain is excluded from Issey's warranty. A Sun and Wind Control System is available for electric operation with automatic traction and retraction of your sun shades according to weather conditions. Note: Wind Sensors or Sun and Wind Sensors are incapable of safeguarding sun shades from sudden freak gusts of wind. A sensor requires two seconds to detect wind speed and another 10 to 30 seconds to retract a blind, depending on width, drop and weight of the product. In case of failure of any electronic devices, Issey cannot be held liable for any damages thereof.
WARRANTY	Issey will make good by repair or, at our discretion, supply a replacement for defects which under proper use appear under warranty 1) within five years for the Issey™ Systems; 2) within five years manufacturer's limited warranty for Somfy motor, 3) within five years manufacturer's limited warranty for Soltis/Dickson/Sunworker/Flocke/Sattler/Ferrari fabric and 4) Within one year manufacturer's limited warranty for electronic devices; after the goods have been dispatched and arise solely from faulty design, workmanship or materials supplied by us. This warranty does not apply if defect arises by normal weathering, normal wear and tear, adverse exposure, oxidation/corrosion/rust, fire, accidental or intentional damage, fire, flood, windblown objects, wind/hail/rain storm, salt spray or chemical pollutants, mildew, structural defects, negligent maintenance/misuse/abuse, incorrect installation by a third party or any causes or occurrences beyond the control of Issey. In case of warranty repairs or replacement, the Buyer is responsible for all access equipment hire (eg: scaffold, cherry picker, etc) and electrical reconnection and Issey's labour cost. Please refer to warranty statement.

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