

Terms, Conditions and Warranty

1. Agreement Formation

1.1. The signatures of the Customer and the sales representative of Roller Smart Shutters ("Supplier") on the quote, **AND/OR** approval of an online quote, **AND/OR** the payment of a deposit of **\$300 per shutter**, constitutes a binding agreement from the date the deposit is received into the Supplier's bank account.

2. Product Descriptions

2.1. The Supplier is committed to providing accurate product descriptions and will promptly correct any errors brought to our attention.

3. Price Variation

3.1. The quoted price may be varied after the Check Measure appointment, where the installer identifies additional work required for a correct and safe installation.

3.2. Any variation will be provided in writing within **3 days** of the Check Measure.

3.3. The Customer may cancel this agreement by notifying the Supplier in writing within **3 days** of receiving the variation.

3.4. If cancelled, the deposit will be refunded **less \$180** to cover the Check Measure and administrative costs.

4. Ownership of Goods

4.1. Goods remain the property of the Supplier until payment has been made in full. Ownership transfers to the Customer upon receipt of full payment.

5. Delayed Installation by Customer

5.1. If installation is scheduled for more than **60 days** after the agreement date at the Customer's request, the Supplier reserves the right to vary pricing due to changes in labour, storage, or material costs.

5.2. The Customer may cancel by written notice within **7 days** of the variation being issued. If cancelled, the deposit will be refunded **less \$180** for the Check Measure and administration.

6. Supplier Right to Cancel Due to Delay

6.1. If the Supplier is unable to provide the goods or services within **60 days**, they may cancel the agreement by written notice. All monies paid by the Customer will be refunded in full.

6.2. This clause does not limit any rights the Customer may have under the **Australian Consumer Law**.

7. Discounts

7.1. All advertised discounts apply only to direct payments made by the Customer. Discounts do **not** apply to payments made via "interest-free" finance.

8. Governing Law

8.1. This agreement is governed by the laws of **Western Australia**.

9. Final Payment

9.1. Final payment is due **on the day of installation**.

9.2. Late payments accrue interest at 10% p.a. to reflect increased business costs, cash flow impact, and administrative burden.

10. Installation and Site Access

10.1. Installation is subcontracted by the Supplier. The Customer acknowledges that subcontractors are independent contractors, not employees of the Supplier. The Supplier is not liable for subcontractor delays, non-attendance, or performance issues.

10.2 Access must be clear and safe at the time of installation. Any costs associated with special access requirements (e.g. scaffolding, ladders) are payable by the Customer and will be clearly communicated to the customer upon Check Measure per clause 3.1

10.3 The Customer may deal directly with subcontractors for access arrangements and coordination as required. Subcontractors are responsible for their own work quality and performance.

11. Warranty Works

11.1 Full Warranty – 12 Months (Parts & Labour)

From the installation date, all components (including aluminium, motors, electronics, Wi-Fi, remote, etc.) are covered for **parts and labour**. **No callout fee applies** during this period.

11.2 Extended Product Warranty – Years 2 to 10 (Parts Only)

For years **2 through 10**, the following components are covered for **replacement parts only**:

- Aluminium components (e.g. slats, guides)
- Motors (only if failure is due to manufacturer fault)

Labour and callout fees apply after the first 12 months.

11.3 Warranty on Repairs

Repairs conducted by the Supplier that fall outside of product warranty carry a **3-month warranty** on parts and labour.

11.4 Access Costs

If repairs or servicing require access equipment (e.g. scaffolding, ladders, platforms), the Customer is responsible for these costs.

12. Repairs and Servicing (General Conditions)

12.1. All servicing and repairs not covered under warranty are **fully chargeable**, including:

- Labour
- Callout fees
- Parts
- Equipment hire for access (if needed)

12.2. The Supplier may subcontract repair or servicing works depending on the scope. The Customer acknowledges that subcontractors are independent contractors, not employees of the Supplier. The Supplier is not liable for subcontractor delays, non-attendance, or performance issues.

12.3. Service bookings are subject to availability and performed during standard business hours unless otherwise arranged.

13. Exclusions from Warranty

The warranty is void if damage is caused by:

- Vandalism, accidents, or misuse
 - Acts beyond the Supplier's control
 - Extreme weather events (cyclones, hail, flooding)
 - Electrical power surges exceeding normal residential supply
 - Fire, earthquake, or other natural disasters
 - Unauthorised modifications or repairs
 - Fair wear and tear due to repetitive use
 - Normal fading of colour
 - Minor scratches / scuffs from normal operation
 - Cosmetic weathering that does not affect functionality
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14. Consumer Law Compliance

14.1. Nothing in this document limits or excludes any rights the Customer has under the Australian Consumer Law (ACL).

14.2. If a product failure constitutes a major failure under the ACL, the Customer is entitled to a replacement or refund.

14.3. For non-major failures, the Supplier will rectify the issue within a reasonable time. If this is not done, the Customer may have it fixed elsewhere at the Supplier's cost.

14.4. For more information about consumer rights, visit www.accc.gov.au

15. Dealings and Communication

15.1. The Supplier will only engage with the legal owner of the property, the landlord, or their authorised real estate representative.

15.2. The Customer is responsible for ensuring accurate contact information and timely communication regarding quotes, access, and scheduling.

16. Service Area

16.1. The Supplier operates **exclusively within Western Australia**. No service or warranty works are provided outside this area.

17. Force Majeure

17.1. The Supplier is not liable for delays, non-performance, or inability to fulfill obligations due to circumstances beyond reasonable control including but not limited to: pandemic restrictions, natural disasters, extreme weather, supply chain disruptions, government orders, or industrial action.

17.2. Where force majeure events occur, timeframes under this agreement are extended by the duration of the event.

18. Communications and Notices

18.1. All formal notices, variations, and cancellations must be provided in writing via email or registered mail.

18.2. Phone calls and text messages are for convenience only and do not constitute binding agreements or formal notice.

18.3. The Supplier's preferred contact method is email to quotes@rollersmartshutters.com

19. Dispute Resolution

19.1. Prior to pursuing external remedies, the Customer must provide written notice of any dispute and allow the Supplier 14 days to investigate and respond.

Definitions

Customer: The individual or entity who has entered into a contract with the Supplier for the supply and/or installation of roller shutters, including their authorised representatives such as landlords, owners, or managing real estate agents.

Supplier: Roller Smart Shutters, the business responsible for quoting, supplying, and/or installing the goods and services described in this agreement, including its employees, subcontractors, and authorised agents.

Check Measure Appointment: An on-site appointment conducted by the Supplier's installer to obtain precise measurements and assess installation conditions prior to final manufacture and installation of roller shutters.

Major Failure: A failure of a product or service that would make a reasonable consumer not have purchased it had they known about the issue, or a fault that makes the product significantly unfit for its normal purpose, cannot be fixed easily within a reasonable time, or poses a safety risk. Defined according to the Australian Consumer Law.

Callout Fee (COF): A flat service fee charged by the Supplier to attend the Customer's premises to inspect, diagnose, or undertake repair or warranty-related works. The COF does not include the cost of parts or additional labour unless otherwise specified.

Misuse: Use of the product in a manner inconsistent with the Supplier's instructions or outside its intended residential or commercial purpose, including but not limited to forceful operation, unauthorised modifications, exposure to corrosive environments, physical impact, failure to follow maintenance instructions, or failure to take reasonable care in the Supplier's sole discretion.

Normal Wear and Tear: The expected deterioration of product components over time due to regular use, as determined by the Supplier based on industry standards and the specific environment and usage patterns. This includes but is not limited to minor cosmetic changes, gradual performance variations, and component aging that does not prevent basic functionality.

ACL: The Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth), which governs consumer rights and business obligations in relation to goods and services.

Labour: Any work performed by the Supplier or its subcontractors in relation to the installation, servicing, repair, or replacement of roller shutter systems, including time spent on-site, diagnostics, and physical handling of components.

Reasonable Time: A timeframe determined by the Supplier taking into account parts availability, weather conditions, technician availability, customer scheduling, and other operational factors. The Supplier will use reasonable commercial efforts to complete work promptly but makes no guarantee of specific timeframes.

Installation Date: The date determined by the Supplier when installation work is substantially complete, regardless of minor adjustments, customer training, or administrative tasks that may follow.