

Terms and Conditions of Sale

These Terms and Conditions ("Agreement") govern the sale of products ("Products") by Kenlow (1982) Pty Ltd ("Seller", "Kenlow", "we", "our", or "us") to its customers ("Customer", "you"). By placing an order with the Seller, the Customer agrees to be bound by these Terms and Conditions.

1. General Provisions

1.1. These Terms and Conditions apply to all orders and sales of products by the Seller to the Customer, including retail, commercial, wholesale and insurance transactions, unless otherwise specified in writing.

1.2. The Seller reserves the right to modify these Terms and Conditions at any time. Any changes will be effective immediately upon publication on our website or other communication channels.

2. Definitions

2.1. Retail Customer: Individuals or entities purchasing products for personal or commercial use and not for resale.

2.2. Commercial Customer: Entities purchasing products for use in its business operations and have approved credit with us.

2.3. Wholesale Customer: An entity purchasing products for resale or distribution, typically in large quantities or bulk orders and have approved credit with us.

2.4. Insurance Claim Customer: An individual, business, or insurance company purchasing Products or Services as part of a settlement for an insurance claim. These clients may seek compensation for damages, repairs, or replacements of property under an active insurance claim, and the purchase may be funded, in full or in part, by an insurance policy.

2.4. Product(s): Any goods, materials, or items offered by the Seller for sale to the Customer, including, but not limited to custom-made items, finished products, and parts.

2.5. Service(s): Any labour, maintenance, installation, customisation, design, or support services provided by the Seller, including but not limited to product installation, troubleshooting, repair, technical support, customisations, and educational purposes.

Quotes and Orders

3.1. Quote Expiry: Quotes are valid for 30 days.

3.2. Quoted Products & Services: Quotes only cover the products and services listed in the quote. If a product or service is not listed in the quote it cannot be presumed to be included in the quote.

3.3. Quote Acceptance: Acceptance of the quote by the Customer can be made in writing to the Seller and/or a relevant purchase order (PO).

3.4. Quote Acceptance – Insurance Claims: Acceptance of the quote can be made in writing by a relevant work order or authority to proceed, including the claim number.

3.4. Quote Amendment: We reserve the right to amend our quote for any reason and at our discretion prior to our acceptance of the order.

3.5. Order Acceptance: Acceptance of the quote by the Customer does not constitute an order. All orders are subject to acceptance by the Seller. The Seller reserves the right to reject any order for any reason.

4. Payment Terms

4.1. Retail Customers

- **Deposit Payment:** Payment of 50% deposit of the total balance is required to commence manufacturing.
- **Payment Up Front:** The Seller reserves the right to require 100% payment in advance.
- **Account Balance:** The remaining balance is payable on or before date of installation or date the Customer takes possession of the products - strictly Cash on Delivery (COD). All goods remain the property of Kenlow until such time full payment is received by Kenlow for the account balance.

4.2. Commercial Customers

- **Payment Terms:** Payment is due within net 30 days EOM unless otherwise agreed upon in writing. All goods remain the property of Kenlow until such time full payment is received by Kenlow for the account balance.
- **Deposit:** Commercial Customers may be required to pay a deposit of 50% of the total order value before production begins, with the balance due upon delivery or as otherwise specified in the order confirmation.
- **Credit Approval:** Commercial Customers may be subject to credit approval, and the Seller reserves the right to require payment in advance or adjust credit terms at its discretion.

4.3. Wholesale Customers

- **Payment Terms:** Payment is due within net 30 days EOM unless otherwise agreed upon in writing. All goods remain the property of Kenlow until such time full payment is received by Kenlow for the account balance.
- **Deposit:** Wholesale Customers may be required to pay a deposit of 50% of the total order value before production begins, with the balance due upon delivery or as otherwise specified in the order confirmation.
- **Credit Terms:** Wholesale Customers may be subject to credit approval, and the Seller reserves the right to require payment in advance or adjust credit terms at its discretion.

4.4. Insurance Claim Customers

- **Payment Terms:** Payment is due Cash on Delivery (COD). All goods remain the property of Kenlow until such time full payment is received by Kenlow for the account balance.
- **Payment Up Front:** The Seller reserves the right to require 100% payment in advance.

4.4. Unpaid Accounts – All Customers

- **Warranty:** Should the account not be paid in accordance with the payment terms, the Customer acknowledges and agrees no further service or warranty can be provided by Kenlow until payment is made in full.
- **Partial Completion:** If the order is partially completed, we are entitled to, and the Customer agrees to make payment for the proportion of the work completed, as determined by Kenlow.
- **Debt Collection:** Should the account not be paid in accordance with the payment terms, the Customer agrees they will be responsible for all fees, charges and interest relating to debt collection.

5. Installation, Delivery and Shipping

5.1. Installation and delivery dates are estimates and are not guaranteed. For larger orders and/or orders with non-standard/custom elements, longer lead times should be expected.

5.2. Installation and delivery times can be impacted by a number of factors, including, but not limited to stock and material availability, freight and transport delays, disruptions to machinery or services, weather, staff absences, illness, traffic, overruns from other orders and installations. Should your installation or delivery be impacted and require rescheduling, we will contact you to reschedule.

5.3. The Seller is not liable for delays beyond our control. The Seller is not liable for any loss cause by any delays.

5.4. Any shipping costs are the responsibility of the Customer unless otherwise specified in writing by the Seller.

5.5. Risk of loss or damage to the products transfers to the Customer upon shipment.

6. Cancellations and Amendments

6.1. Cancellations: As the goods and services are custom-made products the order is firm and irrevocable by the Customer. Once manufacturing has commenced the order cannot be cancelled by the Customer.

Should the Customer wish to cancel their order after production has commenced, the order can be cancelled at Kenlow's discretion, with the any deposit paid being non-refundable. If no deposit was paid, the order is unable to be cancelled by the Customer.

6.2. Amendments: Should the Customer wish to amend their order after production has commenced, the order can be amended at Kenlow's discretion, including any applicable price variations.

6.3. Customer Premises and Property: Unless stated otherwise, all products are made "square" and no responsibility can be taken by Kenlow for "out-of-square" walls, windows, ceilings, floors, frames, posts, columns, beams etc. Any additional product modifications, flashing, angles, posts or similar items not included in the quote may incur additional charges, at the discretion of Kenlow, or will require an additional quote.

6.4. Refusal of Products and Services: Kenlow is entitled to refuse products and/or services for any reason within the law, including, but not limited to safety reasons, legal requirements, rude or disruptive Customers. Rude or abusive language towards our staff or representatives, including unreasonable requests or demands are neither necessary nor tolerated.

7. Warranties and Limitation of Liability

7.1. Warranties vary based on product and manufacturer and are subject to change.

7.2. Warranties only cover usage for products used for their intended purpose. No warranties cover misuse, damage (accidental or otherwise), altered or modified products, neglect, products that are not regularly cleaned and maintained, as well as normal wear and tear.

7.3. All Kenlow products are manufactured by hand as a custom-made product. Any small imperfections, within tolerances, as determined by Kenlow and/or our suppliers, is a function of the product and is to be expected.

7.5. Kenlow provides a 12-month warranty on installation of products installed by Kenlow and their representatives. Kenlow holds not responsibility and cannot provide warranty relating to installation of supply-only, DIY or self-installation.

7.6. Kenlow is not responsible for any damage caused as a result of removing existing blinds, awnings or other parts and products. Kenlow is not responsible for any damage to any services or obstructions inside or outside the Customers premises or property, including, but not limited to pipes, cables, ducting or wiring.

7.7. It is the Customers responsibility to obtain any and all applicable regulatory approvals, BYDA assessments, as well as ensure safe access to site and services.

7.8. For any service, repairs or replacement parts, Kenlow is not responsible for the condition or functionality of the product beyond the specific part or repair listed in the quote. Any additional parts or repairs required that are identified at any time, may incur additional charges, at Kenlow's discretion, or will require an additional quote or cancellation of the order.

7.9. Unless stated otherwise, it is the Customers responsibility to clean existing products prior to any service, repairs or replacement parts. We cannot be responsible for transfer of dirt, dust or other substances from the products onto other surfaces including replacement fabric or parts.

7.10. For any work relating to products that were manufactured, supplied or installed by any company that is not us, we hold no responsibility and provide no warranty for the non-Kenlow products whatsoever.

7.11. For any products that are not measured or designed by Kenlow and are manufactured by us to the Customer's provided design and measurements, we are not responsible for any error or imperfections relating to the design, measurement, appearance or functionality of the product.

7.12. Assessment of products, services, installation, environment, usage, maintenance, damage and condition for warranty assessment is determined by Kenlow and/or our suppliers.

7.13. Our liability for any claim arising from the sale of our products is limited to the purchase price of the products involved. We are not liable for any indirect, incidental, or consequential damages.

8. Indemnification

8.1. Indemnity by Customer for Existing Conditions: The Customer agrees to indemnify, defend, and hold harmless the Seller, its officers, employees, agents, and subcontractors from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorney's fees, arising out of or related to any pre-existing conditions, defects, or damages in the Customer's existing property (including but not limited to buildings, structures, machinery, vehicle or fixtures) which may be impacted by the Products or Services provided by the Seller. This includes, but is not limited to, any damage to the Customer's property, the Customer's existing systems, or other property of third parties that results from the installation, use, or incorporation of the Seller's Products or Services.

8.2. Seller's Limitations: The Seller is not liable for any damages or losses resulting from issues not caused by the Seller, including but not limited to damages to property or systems that existed prior to installation, use, maintenance or incorporation of the Seller's Products or Services.

9. Product and Materials Considerations

The Customer agrees they have read and understood the 'Product and Materials Considerations'.

9.1. Fabric

- Fabric products are by nature malleable, capable of some deflection and should not be expected to be appear or perform like solid materials like metal, glass or any other non-malleable material.
- Fabric products are by nature susceptible to dirt, marks and potential damage from the environment, humans, insects and animals. We recommend cleaning and maintenance of your products as required.
- Fabric products are by nature susceptible to environmental factors, including, but not limited to hot and cold temperatures, water, humidity, strong winds or other environmental factors. In most cases, the fabric will adjust to the changing conditions and is to be expected.
- Fabric products with welded or stitched joins or hems do create thicker layers at the joins and hems when rolled up. This can result in visible dimples, waffling or looser sections of the fabric where there are no joins or hems. This is expected and does not impact the functionality of the product.
- Whilst we can be of assistance, final fabric selection is the responsibility of the Customer.

9.2. Colours

- Fabric colours may vary slightly to the samples viewed. Fabrics of the same colour and pattern can also vary from roll to roll.
- Hardware and powder coat colours can vary slightly to samples and existing products, premises and fixtures.
- We advise to always select a colour from a physical sample, where ever possible, as online and paper-based images can vary from actual colours.
- Fabric and hardware be more visually susceptible to dirt, marks or scratches based on the colour of fabric and hardware. This is dependent on the colour and impact of the dirt, marks and scratches in reference to the colour and finish of the fabric and hardware, as well as lighting conditions.
- Kenlow is not responsible for colour variations. Whilst we can be of assistance, final colour selection is the responsibility of the Customer.

9.3. Operation

- Kenlow provides product user guides where available.
- Products with greater height, measurement and/or mass, as well as limited access will likely to be heavier and/or harder to operate depending on the physical attributes of the operator. Motorisation may assist where possible and we may be of assistance, however, it is the Customers responsibility to determine whether they are capable of operating the product.

- Environment and physical factors, including, but not limited to strong winds, dirt, dust or other physical obstructions can affect the operation of your product.
- For all shade products, we advise to safely retract your shade products in extreme weather conditions to protect the product.

10. Intellectual Property

10.1. All intellectual property rights, including patents, trademarks, copyrights, and trade secrets, in the products, designs, and related materials remain the exclusive property of the Seller and/or our suppliers. No rights are granted to you other than the right to use the products purchased in accordance with these Terms.

11. Product Images

11.1. Kenlow representatives take photograph images products at various times, including the premises where the products are installed. These images are held and used by us to assist design, manufacturing, installation and assist servicing you and your products into the future. The images may also be used by Kenlow or our suppliers for marketing purposes.

12. Confidentiality

12.1. Both parties agree to keep all confidential information disclosed during the course of the transaction, including pricing, trade secrets, and Customer lists, confidential and not to disclose it to third parties without prior written consent, except as required by law.

13. Governing Law

13.1. These Terms are governed by and construed in accordance with the laws of Western Australia. Any disputes arising from these Terms will be subject to the exclusive jurisdiction of the courts in Western Australia.

14. Miscellaneous

14.1. Force Majeure: The Seller shall not be liable for failure to perform any obligation under this Agreement due to circumstances beyond its reasonable control, including but not limited to strikes, shortages, government actions or regulations, transport and supply chain disruptions, energy shortages or power outages, terrorism and armed conflicts, cybersecurity threats, machinery failure or disruption, staff illness or absences or natural disasters.

14.2. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14.3. Assignment: The Seller reserves the right to assign or transfer its rights and obligations under this Agreement to any third party without the Customer's consent.

By accepting a quote and/or placing an order with the Seller, the Customer acknowledges that they have read, understood, and agree to these Terms and Conditions.

Contact Information:

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