

WINDOW & SOFT
FURNISHINGS

REILLYS

Maintenance & Warranty Manual



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GENERAL NOTES

This manual was prepared 16/07/2024

ALL PRODUCTS IN THIS MANUAL WERE INSTALLED BY:

REILLY and ASSOCIATES (Aus.) Pty Ltd.

8/260 Captain Cook Drive

Kurnell, NSW, 2231

Ph.: (02) 9668 8459

Fax: (02) 9668 8719

SPARE PARTS

Spare parts for all products listed in this manual can be arranged by contacting Reilly and Associates on the details below.

REILLY and ASSOCIATES (Aus.) Pty Ltd.

8/260 Captain Cook Drive

Kurnell, NSW, 2231

Hrs. 8am – 4pm weekdays

Ph.: (02) 9668 8459

Fax: (02) 9668 8719

Email: customerservice@reillyandassociates.com.au

WARRANTY

Warranty is details on page 5. We offer 5 years warranty installation, from date of practical completion.

This warranty is issued in favour of:

Mosaic Construction Pty Ltd

LIABILITY

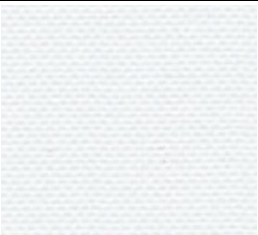
Should the notes and information given in these instructions be disregarded or if the product is misused or used for the wrong purpose, the manufacturer declines the guarantee for damages to the product. In these cases, the liability for the consequential damage to any parts or persons is void.

PROJECT DETAILS

Project Name	Augusta & Florence	Project ID	11387
Project Manager	Bria Mackay	Completion Date	July 2024
Project Address	4 First Avenue, Burleigh Heads QLD 4220		
Principle contractor	Mosaic Construction Pty Ltd		

AUGUSTA PROJECT SPECIFICATION

Spec Code	Product	Areas installed	Fabric / System Name	Product / Fabric Image	Care Code
CTN1	Curtains	Per Mark Up	Nettex Vevey colour Cloud		4
CTN1	Tracks	Per Mark Up	Series 57 manual s-wave		NA
CTN2	Curtains	Per Mark Up	Fabric same as CTN1		4
CTN2	Tracks	Per Mark Up	Series 8s Somfy Glydea with RTS motor and handheld remote. Colour white		NA
RB1	Blinds	Per Mark Up	Vertilux BGS easy drive Manual Roller Blind system		4

			Using Shaw Duoblock colour Stella		
RB2	Blinds	Per Mark Up	Vertilux BGS easy drive Manual Roller Blind system Using Chanell Translucent colour White		4
MB1	Blinds	Per Mark Up	Vertilux Motorised Roller Blind system Using Shaw Blockout colour Stella		4
MB2	Blinds	Per Mark Up	Same as MB1		4

CURTAINS AND TRACKS

Operation

To operate the system the runners are to be hooked onto the required curtains. Once the curtains have been hung, they are moved by sliding the curtain across via their flick stick, or if no flick stick has been added, they are to be operated by gently pulling the fabric edge. The tracks should not be tugged at or pulled at, if the runners in the tracking system seem to be jammed please contact Reilly and Associates to assist.

Avoid any use of force when opening and closing curtains.

The tracks should not be used to hang anything on apart from its curtains.

If the tracks are damaged due to mistreatment, misuse, abuse, alterations or other damages any entitlement to the warranty is waived.

Ensure that clothing or body parts cannot get caught on the unit.

Only use the unit for the given purpose. Wrong use can endanger the user and cause damage to the product. If the product is used for a different purpose, the right to claim under guarantee is forfeited!

Curtain Maintenance

Remove Hooks, Rings and Trims before cleaning.

All of Reilly and Associates curtains come with a sewn in label with the cleaning descriptions. Please follow the relevant fabric care codes for fabric cleaning guidelines. For More information please contact Reilly and Associates.

Recommendations:

Spot clean on an as needed basis.

Dust the fabric regularly with a feather duster or clean vacuum brush attachment, to minimise dust collection.

Steam cleaning curtains annually

Track Maintenance

The product will remain presentable for longer if they are cleaned on a regular basis. Please see above for instructions.

Dust or vacuum using a brush attachment or wipe down with a soft cloth.

Tracks can be “lubricated” only by silicon spray – do not use a petroleum-based spray or lubricant.

When using products on tracks, be sure to remove curtains first as curtains can be damaged in the process.

In the case of any problems incurred with the tracking system, please contact Reilly and Associates; please avoid carrying out repairs yourself, unless you have been shown the correct method by Reilly and Associates installer. The guarantee is no longer valid in the case of incorrect operation or use!

CARE CODES

Care Label 4 - For use on polyester/cotton, polyester mixture & polyester fabrics, woven or knitted.

For use on polyester/cotton, polyester mixture and polyester fabrics, woven or knitted. Remove hooks, rings and trims before cleaning. Gently vacuum regularly with appropriate attachment. Warm hand wash. Do not bleach. Do not rub or wring. Drip dry in shade. For best results hang curtains by their hooks to damp dry immediately. Use warm iron. Dry cleanable (50). Possible shrinkage 3%.

BLINDS

Motorised Operation

Motors must be installed and programmed (if necessary) by qualified Reilly and Associates installers.

To operate the blind press the up or down button on your remote control or wall switch. Press the stop button when the blind has reached the desired height.

When the motor is in operation, press the “stop” button before reversing directions.

The remote controls are not directional, so it is not necessary to point the remote directly at the blind.

Take care that nothing obstructs the base bar of the blind as it goes up or down (beware of door handles, window latches / handles/ any objects on the surface underneath blind).

If the fabric is rolling off to one side and in danger of hitting the blind brackets, please contact Reilly and Associates as soon as possible.

Do not allow children to play with any of the controls or the end product.

Before carrying out any form of maintenance, disconnect from power supply.

Chain Operation

To operate the roller blind stand directly in front of the blind, pulling the chain straight up or down. Do not pull the chain at an angle. this assists the chains smooth movement through the clutch. However, the chain must not be pulled across the face of the blind (see image below).

Take care that the chain does not touch the fabric.

Take care that nothing obstructs the base bar of the blind as it goes up or down (beware of door handles, window latches / handles)

Blinds should only be operated to their upper and lower limits, no further. If the chain is pulled beyond the limit this can cause damage to the chain driver.

The chain should always be attached to a wall tensioner.

The chains should not be tugged at or pulled at with excessive force (especially in upper position), if the chain seems to be jammed please contact Reilly and Associates to assist.

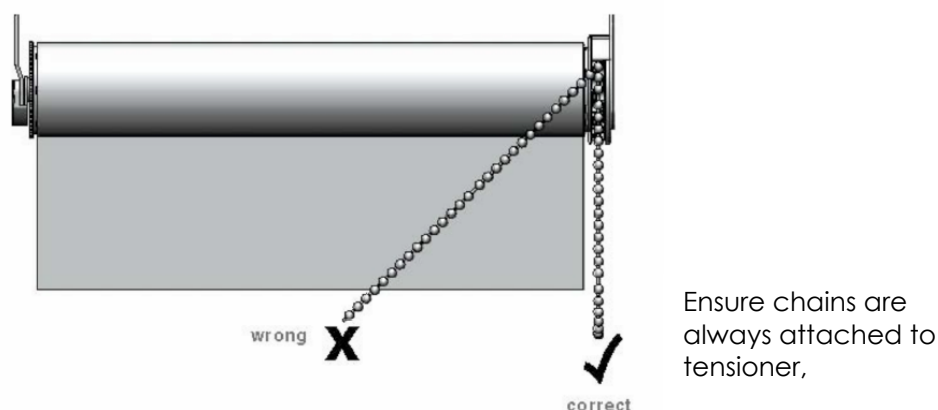
The blind should only be pulled up and down via its chain mechanism or in the case of motorised blinds, its motor. *The blind must not be handled by its fabric, if the blind is hitched up manually it can damage the blind, this will void any warranty.*

If Roller Blinds are operated whilst the window is open, the fabric can form a parachute effect.

If the blind is down and the window is open, the fabric will be sucked in and out with the breeze, and the fabric may rub on handles resulting in damage and cause the blind to roll off.

If the blinds are damaged due to mistreatment, misuse, abuse, alterations or other damage any entitlement to the warranty is waived as no breeze will pass through the fabric.

Blind components should be cleaned regularly to avoid dust and dirt jamming blinds (see maintenance.)



Blind Maintenance

Raise the blind if the door or window that it covers is open, to avoid damage by wind or rain. Dust the base bar regularly with a feather duster or damp cloth to remove any build-up of dirt. The powder coated parts of your blind system will remain presentable for longer if they are cleaned on a regular basis.

Do not allow dust to accumulate. Dust the fabric regularly with a feather duster or clean vacuum brush attachment, make sure to dust on the top of the roller when the blind is up, to avoid a build-up of dust that may mark the fabric and become visible when the blind is down.

Some larger dust items may be removed by pressing down with masking tape, then lifting off. Take care not to fold or crease the fabric as it may leave a permanent mark.

Cleaning

Do not dry clean. Test in an inconspicuous area with mild detergent solution before spot cleaning. When spot cleaning the fabric, do not allow that area to become fully wet, use damp cloth only. Do not soak the fabric.

Do not use any solvents. Do not rub.

It is recommended that where possible, cleaning is done by a specialized professional cleaner.

SPEC SHEETS – ROLLER BLIND

1.02 Easydrive BGS® Roller Blind System

standard clutch

Technical Information

1. **Clutch** Winder with direct action dual reverse clutchwound springs. U.V. stabilised nylon with high resistance to ultraviolet light.
2. **Idle end plug** Quick turn spring release for easy pin insertion into bracket. U.V. stabilised nylon with high resistance to ultraviolet light.
3. **Tube** Aluminium alloy tube manufactured to ISO9001 with multiple cloth fixing. 40mm standard for widths up to 2199mm / 47mm for widths over 2200mm.
4. **Brackets** Colour coordinated pressed powdercoated steel.
5. **Base rail** Extruded aluminium manufactured to ISO9001. Vertilux design available in various colours.
6. **Chain** No. 10 chain in either nylon bead chain or stainless steel ball chain.

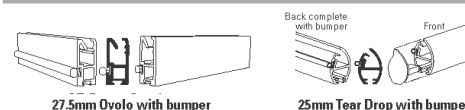
PLEASE NOTE: Only the clutch in this BGS® roller blind system comes with a 15 year warranty.

Dimensions & Limitations

MINIMUM WIDTH*	430mm
MAXIMUM WIDTH*	2400mm
MINIMUM DROP*	500mm
MAXIMUM DROP*	3050mm

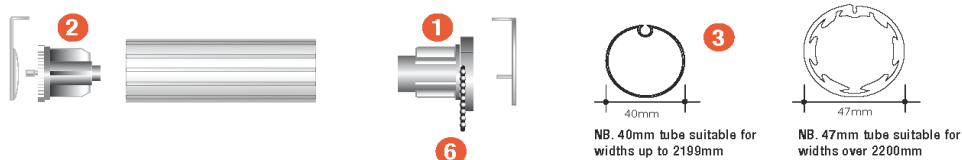
* Recommended tolerances.

Standard Base Rail Options



NOTE: Dimensions relate to height of Base Rail.

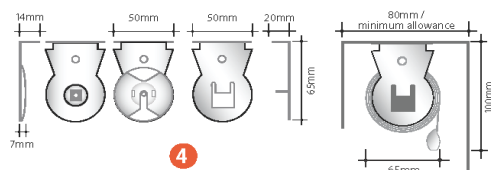
Componentry



Assembly

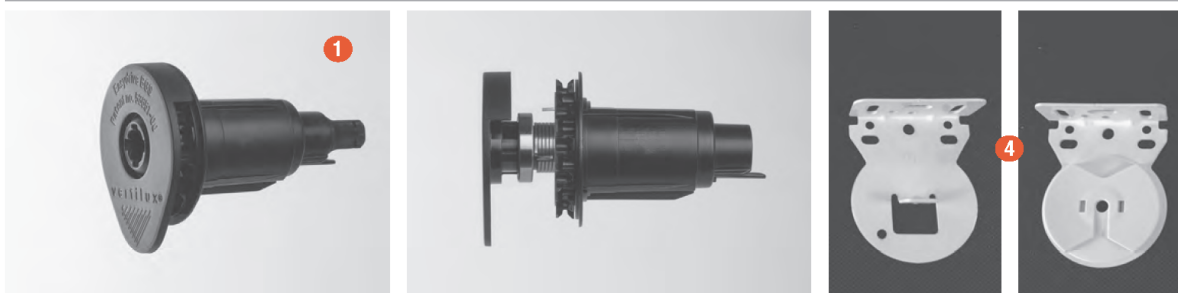


Brackets + Pelmet Allowances



NB. Fabric measurements taken from the thickest fabric available (0.65mm)
Calculated over 3000 drop

References



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1.05 Motorised Roller System 47mm/56mm/69mm tube

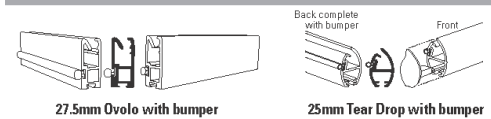
Technical Information

1. 40mm / 50mm motor Motor to suit application.
2. Key tube Aluminium alloy tube, with multiple cloth fixing. 47mm / 56mm / 69mm external.
3. Female tube connector UV stabilised nylon. Idle end connector. 40mm.
4. Brackets Male and female colour coordinated pressed powdercoated steel.
5. Idle end pin lock UV stabilised nylon with high resistance to ultraviolet light. 4mm tolerance.
6. Motor ring adaptor Colour coordinated pressed steel.
7. Ring adaptors UV stabilised nylon adaptor for 40mm / 56mm / 69mm tube.
8. Base rail Extruded aluminium manufactured to ISO9001. Vertilux design available in various colours.

Dimensions & Limitations

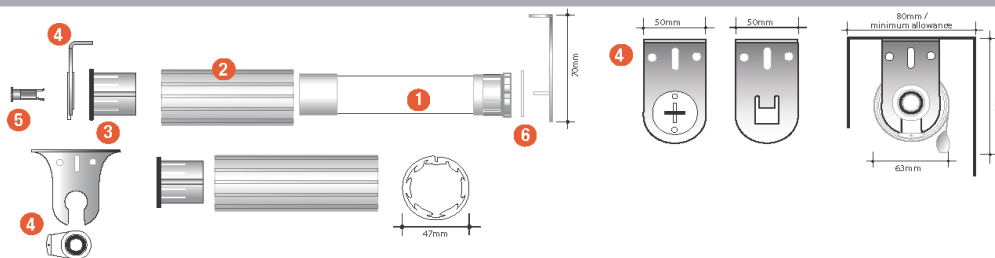
MINIMUM WIDTH*	LS 40 - 550mm	MAXIMUM WIDTH*	3100mm
	LT 50 - 700mm	MINIMUM DROP*	500mm
	RTS 40 - 650mm	MAXIMUM DROP*	5000mm
	RTS 50 - 750mm		

Standard Base Rail Options

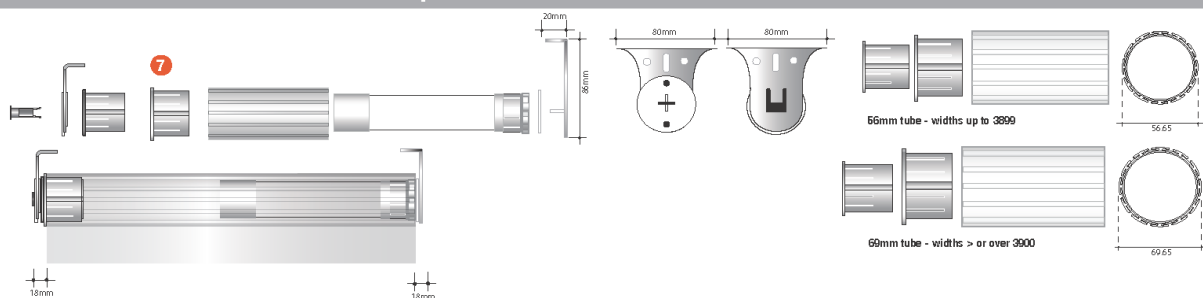


NOTE: Dimensions relate to height of Base Rail.

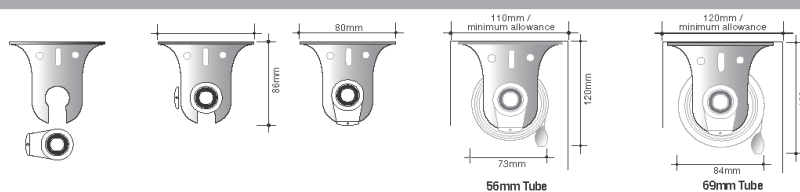
40mm Motor Componentry



50mm Motor with 56mm/69mm Adaptors



Idle End / Intermediate Brackets



References



WASTENOT™ green building council australia
WANTNOT™ MEMBER

vertilux®
control your environment

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V_L_0016

SPEC SHEETS - FABRICS

Nettex

Vevey

Code:	QT100
Type:	Sheer
Width:	320cm (Continuous)
Composition:	Polyester + Weighted Hem
Aftercare:	WCAA 4
Flame Retardant:	AS/NZS 1530.3
Fit For Upholstery:	N/A
Variations	8
Cloud, Smoke, Straw, Vanilla, Chalk, Cement, Pitch, Pebble	

Details are subject to change without notice. E & OE. For terms and the latest info, please visit our website.
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Duo Block

Roller, Roman & Panel Fabric



- Application:**
- Roller, Roman and Panel Window Blinds
 - Wide Width Windows

- Characteristics:**
- Width: 2800mm

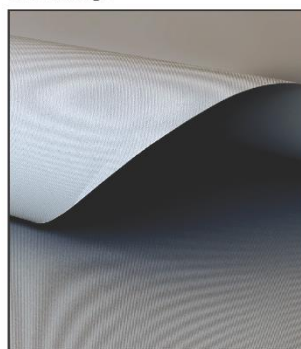
- Technical:**
- 100% Polyester with Foamed Acrylic Backing
 - PVC free
 - Lead free
 - Nominal Thickness: 0.43mm
 - Nominal weight: 380 gsm
 - Light Fastness: Minimum 6 (Blue Scale) Tested to ISO 105-B02:2014

- Performance:**
- Opacity: Blackout (complies to AS 2663.2. 1999)
 - UV Protection: 98% (tested to S/NZS 4399:1996)

- Protection:**
- Complies with Building Code of Australia requirements for Class 2 to 9 (a) buildings. Tested to AS 1530 Part III.
 - Air Quality: VOC Tested US EPA 5021A:2003

- Care:**
- Surface dust should be removed with duster or soft cloth. Never use abrasive products or solvent/industrial based cleaners.

Colour Range *



Duo Block



* Images representative only

SHAW
Performance Fabrics

shawblindfabrics.com

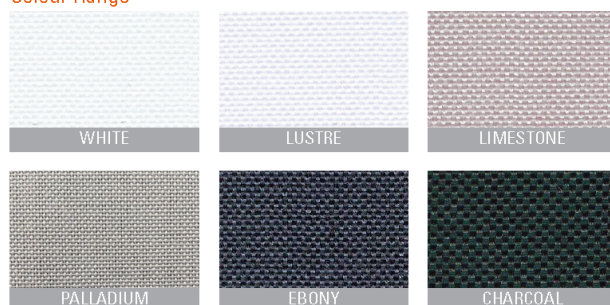
EXCLUSIVE TO **vertilux** CHANELL[®] Translucent



Why CHANELL[®] Translucent?

The Vertilux Chanel[®] range is a high quality 100% Trevira CS fabric. Chanel[®] is a translucent fabric that is designed to meet stringent standards in light, glare reduction and insulation from harmful UV rays. With superior heat and reflection properties, it assists in maintaining an energy efficient environment. Chanel[®] allows light to filter into the room where privacy is required yet total blackout is unnecessary. Chanel[®] is woven to a linen style giving a modern look to any environment. Available in a range of colours that coordinate well with other Vertilux fabric ranges.

Colour Range



Fabric Specifications

Quality:	100% Trevira CS (100% Free of PVC, Formaldehyde and Halogen to help reduce toxins in your environment)
Country of Origin:	Germany
Width:	Maximum Roller Width 3000mm Maximum Roman Width 2930mm
Weave & Opacity:	Plain weave to achieve translucent opacity.
Weight:	270 gr/m ²
Thickness:	0.49mm
Humid Room Suitability:	This fabric is suitable for use in humid rooms, such as bathrooms.
Custom Colour:	Available for orders of 500lm.
Printing:	Suitable for screen printing. Ask for more details.
Fire Classifications:	AWTA AS1530.2 1993 AWTA AS1530.3 1993 AWTA AS3837 1998 German Standard: DIN 4102 - B1 French Standard: M1
GBCA Recognised Third Party Product Certification Scheme	Yes – Global GreenTag ^{certified} GreenRate Level A
Oeko-Tex Certified:	Yes
Lightfastness:	Tested DIN EN ISO 105 B2: 6 - 7 Fabric with a 5+ result offers excellent resistance to the fading effect of light.
VOC test:	ASTM: D5116
Acoustic Test:	Sound absorption DIN EN ISO 354: $\alpha_w = 60\%$ (tested with 200mm between echo chamber wall and fabric).
Fabric Warranty:	7 years (internal use only)
Care Instructions:	Do not allow dust to accumulate. Gently vacuum with appropriate attachment. Do not dry clean. Test in an inconspicuous area with mild detergent solution before spot cleaning. When spot cleaning do not allow that area to become fully wet, use damp cloth only.

Light and Solar Optical Properties

	Independently tested to DIN EN410: 1998									Independently tested to ASHRAE 74-1988					
	Ts	Rs	As	Tv/Vlt	RI	AI	Tuv	O-F		Shading Coefficient			G-Value		
										3mm Cl.	6mm Cl.	6mm H.A.	3mm Cl.	6mm Cl.	6mm H.A.
WHITE	37	57	6	37	60	2	22	1	0.47	0.46	0.39	0.41	0.40	0.34	
LUSTRE	35	57	8	35	59	5	20	1	0.46	0.45	0.38	0.40	0.39	0.33	
LIMESTONE	27	51	22	19	44	36	10	1	0.48	0.47	0.39	0.42	0.41	0.34	
PALLADIUM	21	44	35	6	26	67	3	1	0.48	0.47	0.39	0.42	0.41	0.34	
EBONY	17	33	50	1	7	91	1	1	0.53	0.51	0.41	0.46	0.44	0.36	
CHARCOAL	16	31	53	0.6	3	96	9	1	0.56	0.54	0.43	0.49	0.47	0.37	

Legend to Light and Solar Optical Properties abbreviations: Ts: Solar Transmittance (%) As: Solar Absorbance (%) RI: Light Reflectance (%) Tuv: Ultraviolet Transmittance (%) Rs: Solar Reflectance (%) Tv/Vlt: Visible Light Transmittance (%) AI: Light Absorbance (%) O-F: Openness Factor



BLINDS PROUDLY MADE IN AUSTRALIA
vertilux.com.au

PLEASE NOTE: Textile details and their colourways may not appear true to colour or scale due to the nature of the media. Samples can be forwarded on request to your representative or by emailing info@vertilux.com.au.

V10_0621

SUPPLIER WARRANTY

Vertilux Blind Systems & Fabrics Warranties & general information



Manual Blind System Warranty

Vertilux Easydrive BGS® Roller Blind Systems come with a 15 year warranty. All other Vertilux Blind Systems come with a 5 year warranty.

Motorised Blind System Warranty

Vertilux offers the following motorised options all with a 5 year warranty:

- Vertilux RT motors
- Vertilux Solar Motorised
- Somfy motors (somfy.com.au)

Blind Fabric Warranty

Vertilux exclusive Greenvision® Trevira CS fabric ranges come with a 7 year warranty, and 5 years on the Greenvision® Polyester ranges. All other Vertilux fabric ranges come with a 2 year warranty or as per the specific fabric manufacturer's warranty advice.

The warranty does not cover the following:

1. Defects or damage caused by misuse, abuse, alterations or other damage (such as marks made by insects).
2. Normal fair wear and tear.
3. Maintenance and care not in accordance with recommended instructions.
4. Blind size being outside recommended dimensions.
5. Blinds not fitted according to instructions.

Nothing herein before mentioned shall deem the company responsible or consequential damage or for any other direct or indirect damages, loss, cost expense of fees. The benefits conferred by this warranty are in addition to other rights and remedies in respect of the product that the purchaser has (if any) under the Trade Practices Act 1974 and other state and territory laws.

Operating your product

Please use the fitting guide supplied with your product (also available on request), or by viewing the video guide on our web site www.vertilux.com.au, to ensure correct fitting.

Before operating your blind, please ensure that your product is fitted properly in accordance with Vertilux specifications, and ensure your blind is free from insects such as moths or geckos.

Please note that if Roller Blinds are operated whilst the window is open, the fabric will form a parachute effect as no breeze will pass through the fabric. If the blind is down and the window is open, the fabric will be sucked in and out with the breeze, and the fabric may rub on handles resulting in damage and cause the blind to roll off. Breeze from ceiling fans and air-conditioning can also cause the blinds to roll off, all of which are not covered under warranty.

Fabric cleaning

Do not allow dust to accumulate. Gently vacuum with appropriate attachment. Do not dry clean. Test in an inconspicuous area with mild detergent solution before spot cleaning. When spot cleaning the fabric, do not allow that area to become fully wet, use damp cloth only. The use of cleaning chemicals can void the warranty. However, it is recommended that where possible, cleaning is done by a specialised professional cleaner.

NETTEX AUSTRALIA

Pty Limited
A.B.N. 37 002 538 892

CONDITIONS OF SALE

1. DEFINITIONS

In these Conditions of Sale;

- 1.1 "Conditions" means these Conditions of Sales;
- 1.2 "Contract" means a contract of sale arising out of an order accepted by the Seller in its absolute discretion;
- 1.3 "Customer" means the Applicant described in PART ONE of the Credit Application;
- 1.4 "credit card" means a card that can be used for purchasing goods or services on credit, or any other article commonly known as a credit card, including, but not limited to cards of the Mastercard, Visa, Bankcard, American Express and Diners Club credit card schemes;
- 1.5 "due date" means in relation to an invoice, the date on which the price of the goods (the subject of the invoice) must be paid and will be the date specified under "Term" in the invoice;
- 1.6 "goods" means any of the products of the Seller;
- 1.7 "invoice" means the invoice issued by the Seller in relation to a Contract setting out certain terms applicable to the Contract;
- 1.8 "order" means any offer, whether oral or in writing or electronic made by the Customer to the Seller to purchase goods from the Seller;
- 1.9 "PPSA" means the Personal Properties Securities Act 2009 (Cth) as amended from time to time;
- 1.10 "Seller" means Nettex Australia Pty Limited A.C.N. 002 538 892 A.B.N. 37 002 538 892;
- 1.11 GST has the same meaning as defined in the A New Tax System (Goods and Services Tax) Act 1999 as amended or replaced from time to time and any associated legislation including without limitation delegated legislation.

2. CONTRACT

- 2.1 Every Contract is governed by these Conditions and the terms of the invoice which constitute the entire agreement between the Customer and the Seller.
- 2.2 The Seller may at any time after the giving of at least 14 days notice to the Customer, vary these Conditions. The Conditions as varied will not apply to any Contracts already in existence.
- 2.3 If there is inconsistency between the terms of an invoice and these Conditions, these Conditions will prevail.

3. PRICES, DISCOUNT AND INTEREST

- 3.1 Prices set out in all invoices are (unless otherwise expressly stated) payable in Australian currency on or before the due date and do not include GST which is to be added if applicable.
- 3.2 The Seller may from time to time issue a list of the prices at which the Seller is willing to sell its goods in relation to certain orders. The list of prices is subject to change without notice.
- 3.3 The Seller may allow the Customer a discount or rebate on the price of goods, provided that if payment for any goods previously delivered to the Customer has not been received by the Seller on or before the due date the discount or rebate will be automatically cancelled without further notification.
- 3.4 The Seller is entitled to charge the Customer:
 - (a) interest at a rate of two percent (2%) per annum above the maximum overdraft rate for amounts over \$100,000 charged by any branch of Westpac Banking Corporation (or such other trading bank as may be notified by the Seller in writing from time to time) on any amount outstanding as at the due date calculated from the day after the due date until the amount in question is paid in full;
 - (b) bank fees, commissions or any other bank charges charged to the Seller on presentation of any cheque, promissory note or other bill of exchange of the Customer which must be paid to the Seller on demand;
 - (c) if the Seller is liable for GST in relation to the sale of the goods or any other "Supply" as that term is defined in A New Tax System (Goods and Services Tax) Act 1999, the consideration payable by the Customer will be increased by an amount calculated by multiplying the price or the amount of the other "Supply" by the rate of GST;
 - (d) a surcharge in relation to certain orders. The surcharges will be included in the list of prices referred to in clause 3.2 and are subject to change without notice. Notwithstanding anything in this Clause the Seller is not obliged to afford the Customer any indulgence to make payment after the due date;
 - (e) an administration charge of \$25.00 where any cheque, bill of exchange or promissory note given to the Seller by the Customer is not honoured on first presentation which must be paid to the Seller on demand;
 - (f) an administration fee of 2.5% of the purchase price of any goods sold to the Customer (for accepting payment by credit card) which must be paid on the due date. The credit card administration fee is subject to change upon notice being provided by the Seller to the Customer on the terms set out in clause 2.2; and,
 - (g) bank fees, merchant fees, commissions or any other bank charges, charged to the Seller as a result of payment being made by the Customer by way of credit or debit cards which must be paid to the seller on demand.

4. ORDERS

- 4.1 All orders accepted by the Seller will be executed at the Customer's sole risk.
- 4.2 A customer is not entitled to countermand any order except with the written consent of the Seller and on terms which will indemnify the Seller against any loss or damage resulting from the countermand of the order by the Customer.
- 4.3 The party signing the Customer's Credit Application and the party placing an order, severally warrant that they are authorised by the directors of the company for whom they act or purport to act, to bind their company to these Conditions.
- 4.4 Where the Seller has authorized the Customer to place orders electronically the provisions of clause 4A also apply.

4A. INTERNET ORDERS

- 4A.1 In this clause 4A:
 - "Password or Passwords" means one or more confidential alphanumerics provided by the Customer to the Seller.
 - "PIN Number or PIN Numbers" means one or more confidential alphanumerics provided by the Customer to the Seller, one or more of which when used with a matching Password allows the Customer to place an order at the Seller's web site.
- 4A.2 The Customer may place an order electronically at the Seller's web site <http://www.nettex.com.au/> (or such other URL as the Seller may advise the Customer).
- 4A.3 The Customer will be liable for any order placed electronically for which a correct PIN Number and Password have been provided. The customer acknowledges that the Seller cannot verify by way of signature or otherwise whether an order quoting a correct PIN Number and Password is the Customer and that a correct PIN Number and Password allow anybody using them to place an order in the name of the Customer.
- 4A.4 The Customer must ensure that the PIN Numbers and Passwords are kept secure and not disclosed to anyone except the Seller or authorized employees of the Customer.
- 4A.5 If the Customer suspects a breach of security of its PIN Number or Password, the Customer must notify the Seller of the breach of security and must ensure that the Password or PIN Number are changed.

5. DELIVERY

- 5.1 Unless otherwise agreed, delivery will be made at the Seller's premises and the Customer must at its cost collect the goods at the Seller's premises when called upon to do so by the Seller.

- 5.2 Time will not be of the essence of each Contract. Any delivery date quoted by the Seller will be approximate only. If no delivery date is quoted then the Seller will deliver the goods as soon as it can conveniently do so.
- 5.3 No claim of any nature will lie against the Seller for goods lost or damaged in transit through whatever cause, including negligence, and any carrier of the goods will be deemed to be the agent of the Customer even where such carrier has been engaged by the Seller.
- 5.4 All claims in respect of goods delivered, including a claim for short delivery of goods for reasons other than those set out in clause 5.3 and clause 6.4, must be made in writing and delivered to the Seller within 7 days of the delivery of the goods (whether or not at the Seller's premises), failing such claim the Customer will be deemed to have accepted the delivery of the goods and will be deemed to have waived its right to claim against the Seller.
- 5.5 Strikes, differences with workmen, accidents to or failure of machinery, failure of usual sources of supply of materials, war, civil commotion, acts of terrorism, commercial exigencies, acts of government or quasi government or legislation, or other contingencies beyond the control of the Seller, will be sufficient excuse for any delay in or suspension of delivery of an order. The Seller may with the consent of the Customer cancel the order, after which the Customer will have no further claim on the goods. If the order is not so cancelled, the Seller will complete delivery as soon as possible.
- 5.6 If the Seller delivers the goods at the direction of the Customer to a place other than to the premises of the Seller pursuant to clause 5.1 then the Customer must pay all the transportation charges for delivery of the goods (including freight charges). The transportation charges will be payable by the Customer to the Seller within 7 days from the date of the demand by the Seller.
- 6. RETURNS**
- 6.1 Goods returned without the consent of the Seller will not be accepted for credit and the Seller will be entitled to:-
 (a) return the goods at the Customer's expense to the Customer which expenses will be payable on demand by the Seller; or
 (b) hold the goods as a pledge in respect of the Customer's indebtedness to it, whether liquidated or not, and sell the goods and apply the proceeds of sale to the amount owing by the Customer.
- 6.2 For the purpose of clause 6.1 the consent means
 (a) written consent, or
 (b) a Return Number provided by the Seller to the Customer.
- 6.3 If the Seller consents to the return of the goods, the Seller will be entitled to charge a handling fee equivalent to 15% of the price of the returned goods quoted on the relevant invoice. All transportation charges (including freight charges) must be paid by the Customer. The handling fee and transportation charges will be payable by the Customer to the Seller within 7 days from the date of the return of the goods concerned.
- 6.4 The Customer must inspect the goods prior to reselling or cutting the goods. Once the goods have been resold or cut the Customer has no right to return the goods under any circumstances whatsoever.
- 7. BREACH**
- If:-
 7.1 the Customer fails to make payment (including payment for any charges under clause 3.4) on the due date, or
 7.2 any cheque, promissory note or other bill of exchange given to the Seller by the Customer is not honoured on first presentation; or
 7.3 an application or order is made for the winding-up or sequestration of the Customer or an application or order is made to place the Customer under official management, or
 7.4 the Customer endeavours to or enters into any arrangement, compromise or composition with any of its creditors; or
 7.5 the Customer fails to satisfy any judgement against it within 7 days after date of judgement; or
 7.6 the Customer breaches any of the terms of any Contract, all of which are deemed to be material; or
 7.7 any of the assets of the Customer or any of the goods in the possession of the Customer which have not been paid in full, are seized under legal process issued against the Customer; or
 7.8 a receiver, receiver and manager, controller, administrator, official manager, trustee or similar official is appointed over any of the assets or undertakings of the Customer;
- 7.9 the Customer ceases to carry on business, the Seller will have the right and option without prejudice and in addition to all rights under these Conditions or a law or in equity to:-
 (a) continue to enforce its rights and recover from the Customer such payments and any other amounts owing as and when they fall due; or
 (b) claim immediate payment of all moneys due by the Customer in respect of all Contracts which will immediately become due and payable, notwithstanding the due date for payment of any invoice or any extended terms agreed by the Seller; or
 (c) cancel all or some of the Contracts with the Customer, upon which event the Customer will immediately return the goods to the Seller and the Customer will in addition be liable to the Seller for any loss or damage of whatever nature that the Seller may have suffered or may suffer in consequence of the cancellations.
- 8. CHANGE OF CONTROL**
- 8.1 The Customer must give written notice to the Seller if:
 (a) its business is sold, change of name or address or restructure of business,
 (b) the Customer being a company, there is an issue of, or transfer of, 50% or more of its issued share capital to any third party (the "Buyer").
- 8.2 The Customer undertakes to procure that the purchaser of the business executes an additional Credit Application and/or the buyer executes a Guarantee in accordance with clause 2 of the Credit Application. The customer will remain responsible for all goods ordered (and accepted by the Seller) in the name of the Customer or its business prior to the sale of the business or the shares until such time as the Seller at its discretion and in writing, releases the Customer from its liability.
- 9. WARRANTIES**
- 9.1 The Seller makes no representation whether express or implied as to the merchantability, condition, durability or fitness for the purpose for which the goods are to be used and any implied warranty as to latent defects is expressly excluded.
- 9.2 In no event whatsoever will the Seller be responsible for any loss, damage, cost, charge or expense suffered, incurred or sustained by the Customer whether consequential or otherwise of whatsoever nature and kind and howsoever arising including through the negligence of the Seller, its agents or servants.
- 9.3 These warranties will not be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to the Conditions of all or any of the provisions of Part V of the Trade Practices Act, 1974 (as amended) or Part VIII of the Sale of Goods Act 1923 NSW or by any other statute Act of any state or territory of the Commonwealth of Australia which by law cannot be excluded, restricted or modified.
- 9.4 To the extent permitted by Section 88A of the Trade Practices Act 1974 the liability of the Seller to the Customer for a breach of a condition or warranty implied by a provision of Division 2 of Part V of the Trade Practices Act 1974 will be limited to:
 (a) the replacement of the relevant goods or the resupply of equivalent goods;
 (b) the repair of the relevant goods;
 (c) the payment of the cost of replacing the relevant goods; or
 (d) the payment of the cost of having the relevant goods repaired;
 and the Seller may in its absolute discretion determine which of the foregoing limits will apply in any case.
- 9.5 Each of the terms contained in these Conditions which exclude liability on the part of the Seller will be a separate and divisible term, and if any such term becomes unenforceable for any reason whatever, that term is severable from and will not affect the validity of the other terms.
- 10. OWNERSHIP**
- 10.1 Ownership of goods delivered by the Seller to the Customer will not pass from the Seller to the Customer until such time as the goods the subject of any Contract and all other goods supplied by the Seller to the Customer have been paid in full.
- 10.2 Notwithstanding clause 10.1 all risk of loss, damage or other injury to the goods will pass from the Seller to the Customer on delivery in accordance with clause 5.1 of these Conditions.
- 10.3 The Customer will indemnify and keep indemnified the Seller against loss, damage or other injury to the goods from the date of delivery of the goods to the Customer until full payment as provided in clause 10.1 has been received by the Seller.
- 10.4 Until full payment for the goods is received by the Seller, the Customer must keep the goods as bailee for the Seller. The Customer is at liberty to sell the goods in the ordinary course of business in the name of the Customer and as a principal and not as agent for the Seller but the benefit of any such sale and the proceeds of any such sale belongs to the Seller absolutely.
- 10.5 The Customer must not represent to any third party that it is in any way acting for the Seller and the Seller will not be bound by any contract in relation to the goods which the Customer may enter into with any third party.

- 10.6 The Customer must keep separate accurate and current records of all goods delivered to it by the Seller and the sale of any of those goods by it to third parties. The Customer must keep the Seller's goods separate from all other goods in an area designated for that purpose in the Customer's premises and must at all times prominently display a notice in such area stating that ownership of the goods is reserved to the Seller. If at any time required by the Seller, the Customer must give notice to the landlord of the premises in which any of the goods are stored that the goods are reserved to the Seller. If at any time required by the Seller, the Customer must give notice to the landlord of the premises in which any of the goods are stored that the goods are the property of the Seller.
- 10.7 The proceeds of sale of the goods by the Customer at any time prior to full payment for the goods being received by the Seller must be paid into a separate account on trust for the Seller and the Customer must forthwith make payment to the Seller from the account of the amount owing for the goods.
- 10.8 If full payment is not received by the Seller for any Contract by the due date specified in the relevant invoice, the Customer irrevocably authorises the Seller to enter any premises where the goods are kept and retake possession of all goods in the Customer's possession which have not been fully paid for notwithstanding the due dates for payment of any of the goods concerned.
- 10.9 In the event of a repossession under clause 10.8, the Seller will be entitled to sell the goods and apply the proceeds of sale to the amount owing by the Customer.
- 10.10 The Customer indemnifies and continues to indemnify the Seller against any costs incurred by the Seller and claims arising from the entry into the premises where the goods are kept retaking possession and selling the goods.
- 10.11 If the goods:
- (a) become constituents of other products so as not to be separable from those products; or
 - (b) are converted into other products of a distinctly different character, then
- (1) the Seller has a charge over the other products and each of them to the extent of the unpaid purchase price of any goods sold to the Customer; and
- (2) if the Customer sells those other products or any of them:
- (A) the Seller has a charge over the rights of the Customer to receive the purchase price in respect of those other products or any of them to the extent of the unpaid purchase price of any goods; and
 - (B) the Customer holds the proceeds of sale on trust for the Seller to the extent of the unpaid purchase price of any goods.

11. CERTIFICATE

The Customer agrees that a certificate signed by any employee of the Seller or any partner of the Seller's auditors setting out the balance owing by the Customer to the Seller for goods sold will be final, binding the conclusive upon the Customer and the guarantors referred to in clause 2 of the Credit Application.

12. PPSA

- 12.1 Unless otherwise stated, words and expressions defined in the PPSA will bear the same meanings when used in this clause 12.
- 12.2 The Customer acknowledges that this Credit Application creates a security interest under the PPSA, and hereby grants a security interest to the Seller in the goods and any proceeds of sale in respect of the goods. The Customer has not agreed to postpone the time for attachment of the security interest granted to the Seller under these terms and conditions.
- 12.3 Without derogating from any of the other provisions of this Credit Application, the Customer:
- (a) must, at the Seller's request, promptly execute any documents and anything required to register the Seller's security interest in the goods under the PPSA;
 - (b) indemnifies, and upon demand will reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register;
 - (c) must keep full and complete records of the goods;
 - (d) must not without the prior written consent of the Seller create a security interest in or mortgage the goods or any interest in them (or purport or attempt to purport to do such thing) or permit any lien over the goods;
 - (e) without limiting any other right the Seller may have, must immediately return the goods if requested to do so by the Seller following non-payment of any amount owing by the Customer to the Seller or following breach of any other obligation of the Customer to the Seller;
 - (f) gives the Seller the right to inspect the goods at all reasonable times;
 - (g) must not change its name, address or contact details without providing the Seller with prior written notice; and
 - (h) must not cause (directly or indirectly) the registration of a financing change statement or apply to remove or alter the Seller's registration in any way without the prior written consent of the Seller.
- 12.4 The Seller and the Customer agree that the following provisions of the PPSA will not apply to these terms: section 95 (notice of removal of accession) to the extent that it requires the secured party to give a notice to the grantor; section 96 (when person with an interest in the whole may retain accession); section 125 (obligation to dispose of or retain collateral); section 129 (disposal by purchase); section 130 (notice of disposal) to the extent that it requires the secured party to give a notice to the grantor; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 r3 (redemption of collateral); and section 143 (reinstatement of security agreement).
- 12.5 For the avoidance of doubt, so far as is permitted by the PPSA, the Customer waives its right to object to a proposal by the Seller to retain the goods in satisfaction of any obligation owed by the Customer to the Seller.
- 12.6 For the purposes of section 157 of the PPSA, the Customer waives its right to receive notice of any verification statement in relation to the registration of a Financing Statement or a Financing Change Statement.
- 12.7 The Customer and the Seller acknowledge and agree for the purposes of satisfying s 20(1)(iii) of the PPSA that the description of the goods the subject of each and any security interest created under these terms is as set out in these terms and any invoice in relation to those goods and the description of the goods in any invoice is expressly incorporated into these terms.
- 12.8 The Customer agrees that it will not enter into any agreement or arrangement which permits any other person to register any security interest in respect of the goods, the proceeds of sale of the goods, or any accounts owed in respect of the goods without the Seller's prior written consent.
- 12.9 The Customer agrees to give the Seller at least 10 days' prior written notice before changing any of its corporate details (such as its name, ACN or ABN) or principal place of business.
- Notwithstanding anything else in these terms, any exercise, or attempted exercise, of any enforcement right by the Seller under these terms does not prejudice or limit, in any respect, any other rights or remedies of the Seller arising at law or in equity.

13. GENERAL

- 13.1 The Seller's delivery notes will be deemed to be prima facie proof of delivery to the Customer of the goods described in the delivery note. In the event of a dispute as to the quantity of goods sold and delivered and their value, the onus of proving that the goods were not delivered and/or the quantity and price thereof is not in accordance with the Seller's invoices will be upon the Customer.
- 13.2 No concession, latitude or indulgence allowed by the Seller to the Customer may be construed as a waiver or abandonment of any of its rights under the Conditions or act as any estoppel against the Seller.
- 13.3 All payments to be made by the Customer must be free and clear, without any set-off, counterclaim or condition.
- 13.4 If any terms and conditions of these Conditions are invalid, such terms and conditions to the extent of their invalidity may be severed from these Conditions and will not invalidate the remainder of the Conditions.
- 13.5 The Seller in its sole and absolute discretion may appropriate any payment made by the Customer to any cause of indebtedness as may be owned by the Customer to the Seller.
- 13.6 In the event of a breach by the Customer of any Contract, the Customer will be liable to and hereby indemnifies the Seller against all costs, charges and expenses incurred by the Seller as a consequence of that breach including but not limited to all legal costs, charges and expenses incurred calculated on a solicitor and client basis.
- 13.7 The Customer irrevocably appoints the Seller its attorney and agent to do all acts and sign all documents in the name of the Customer and as the act and deed of the Customer to enable the Seller to exercise its rights under these Conditions or any Contract.
- 13.8 Any notice given under these Conditions must be served on the Customer at the last known place of businesses or residence of the Customer or on the Seller at 69 Bourke Road, Alexandria, New South Wales (or such other address as may be notified in writing by the Seller) in the manner provided in Section 170 of the Conveyancing Act, 1919.
- 13.9 All Contracts, invoices and these Conditions are governed by the laws of New South Wales and the Customer submits to the jurisdiction of the Courts of that State.
- 13.10 Headings are for reference purposes only and do not affect interpretation of these Conditions.

REILLYS WARRANTY

The obligation of Reilly and Associates, in the case of a warranty claim, is limited to the repair or replacement of products or components deemed by Reilly and Associates to be defective.

If a part or product is determined by Reilly and Associates to have a manufacturing or installation defect, Reilly and Associates will, choose whether to repair or replace that part or product.

Conditions

1. Proof of purchase by presentation of invoice is required for all warranty claims.
2. The customer is obliged to inform Reilly and associates in writing, within 7 days of any defect.
3. If repairs on the goods have been carried out or attempted by the customer or third party, without Reilly and Associates having been given the opportunity to correct the defects, any entitlement to the warranty may be waived.
4. The Item has followed regular maintenance and cleaning, as per Reilly and Associates Maintenance manual guidelines.
5. The item has been operated as per the operation instructions provided in Reilly and Associates Maintenance and operation manual.
6. The warranty is not transferable. It is limited to the original purchaser specified in the original Order.

Warranty Period

Unless otherwise specified in writing by Reilly and Associates, Reilly and Associates offers:

7. 2-year warranty on installation for all products installed by Reilly and Associates, from date of practical completion.
8. 2-year warranty on workmanship for product manufactured by Reilly and Associates (soft furnishings, curtains, pelmets, bed furnishings), from date of practical completion.
9. Products manufactured by external manufacturers (blinds, shutters, awnings) are warranted in conjunction with the relevant manufacturer's warranties on specific products. These can be provided upon request.
10. All fabrics are warranted in conjunction with relevant fabric suppliers' warranties, these can be provided upon request.

What is covered

11. This warranty relates to any defect in goods manufactured by Reilly and Associates (noted above), and the installation of such Goods.

Not covered

This warranty excludes the following:

12. Any damage caused by the owner modifying, attempting to fix, or otherwise altering the product.
13. Product that has not been regularly maintained, as instructed by Reilly and Associates Maintenance Manual.
14. Product that has been incorrectly operated, against the operating guidelines provided in the Reilly and Associates Maintenance Manual.
15. Defects due to damage caused by mistreatment, misuse, abuse, alterations or failure to follow maintenance and cleaning instructions.

16. The cost where an electrician may be required to attend when Reilly and Associates remedies a Defect.
17. Normal Wear and Tear.
18. Reilly and Associates will not warrant that the product won't become obsolete at some point in the future.
19. Product size being outside recommended dimensions.
20. Product not fitted according to instructions, or By a Reilly and Associates installer

How to claim a warranty

To claim under these warranties, the purchaser:

1. must cease using the product immediately after the defect appears; and
2. must notify Reilly and Associates within 7 calendar days after the defect appears;
3. provide Reilly and Associates a copy of the original Sales Order or tax invoice.
4. To make a claim email or telephone Reilly and Associates with the details, and a sales representative will be in contact.