WINDOWARE

Rod Pocket Curtain
Preparation and Fixing Instructions

STEP 1 .
Lay your curtain out flat. (Fig. 1)

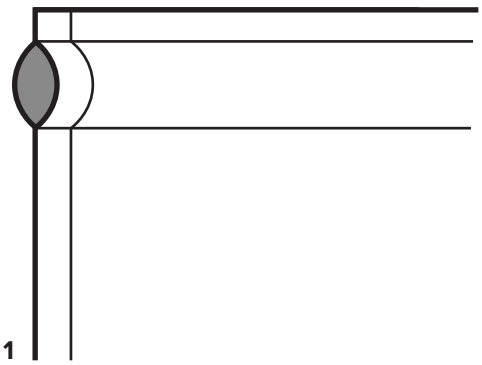


FIG. 1

STEP 2.
Choose either end of your curtain and insert your rod through the opening at the top. Pull the entire curtain along the rod. (Fig. 2)

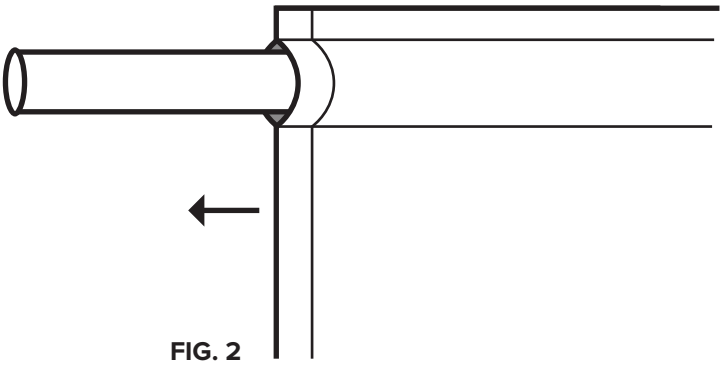


FIG. 2

STEP 3.
Once the curtain is evenly spread out you can now put your rod on the brackets that you have installed prior. (Fig. 3)

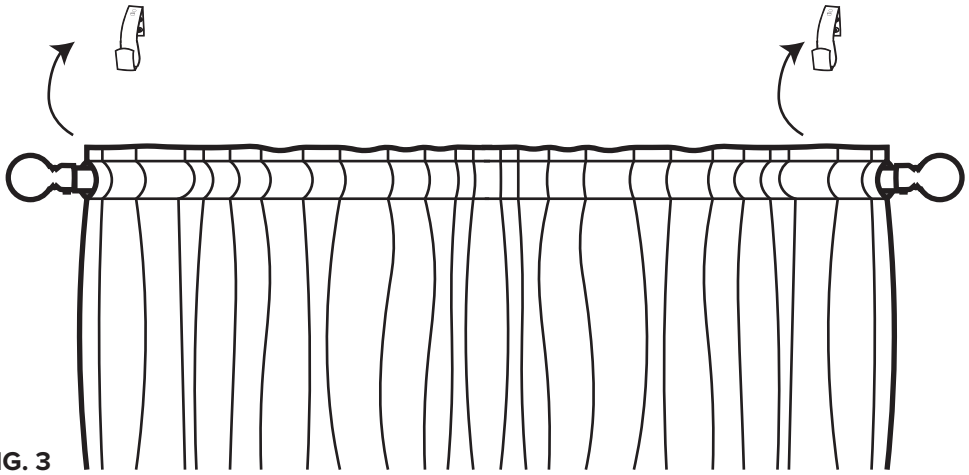


FIG. 3

CARE INSTRUCTIONS
Regularly vacuum gently with appropriate attachment to remove dust.
Cold hand wash in a gentle detergent.
Do not bleach, soak, rub or ring out.
Do not tumble dry.

For best results rehang curtains to dry.
Warm iron if required.
Do not Dry Clean.
Possible shrinkage 3%.

PRODUCT WARRANTY AND LIMITATION OF LIABILITY

Warranty

Smart Home Products (SHP) manufactures various fabric components (Products) of Windoware and SHP brands.

Subject to the conditions set out in a Specific Product Warranty, which are generally summarised in this document, SHP warrants to the owner of a SHP/ Windoware Products(you), that the Product is free from manufacturing defects. If a Product with a manufacturing defect becomes apparent and is reported to SHP in accordance with the instructions set out in the Warranty, then SHP will provide a remedy to you in accordance with this Warranty.

The Warranty is valid in respect of your SHP/ Windoware Products purchased after 1 January 2017, for the term specified in your Specific Product Warranty (Warranty Period).
The Warranty is in effect only for Products manufactured by SHP. For components of the SHP/ Windoware Product not manufactured by SHP, the warranty applicable to such components shall be the current warranty provided by the manufacturer of those components. SHP shall be under no liability whatsoever, except for the express conditions as detailed and stipulated in the manufacturer's warranty.

EXCLUSIVE REMEDY
For any portion of the Product that does not perform as a result of a manufacturing defect, SHP will provide you with a replacement Product (or part thereof). Decisions as to the extent of repair or replacement required will be made solely by SHP. The remedy under your Specific Product Warranty is available only for that portion of the Product actually exhibiting defects at the relevant time. The replacement Product (or part thereof), as well as any remaining original Product, will be warranted only for the remainder of the original Warranty Period.

EXCLUSIONS FROM COVERAGE
1. SHP will NOT be liable for and Specific Product Warranties generally do NOT cover:

- damages to the Product resulting from anything other than an inherent manufacturing defect in the Product, including without limitation damage caused or contributed to by:
- installation, erection, application or use of the Product not being in strict accordance with SHP's instructions, guidelines or warnings;
- improper transport, storage or handling of the Product, or use of the Product for purposes other than that for which the Product was designed or intended;
- any variation, alteration or modification to the Product in any way unless approved in writing by SHP;
- fair wear and tear, and extraordinary causes beyond fair wear and tear, including weather conditions, force majeure events and natural disasters, such as floods, lightning, hail, windstorms, tornados and earthquakes;
- your use of components other than genuine SHP/ Windoware parts or any work performed on the SHP/ Windoware Product by companies or persons that have not been authorised by SHP;
- exposure of the Product to damaging substances, such as chemicals, oils or solvents, or to mechanical friction, scratching, abrasion, chipping or any other impact;
- placing the Product near an open flame; or too close to any heat source.
- tensioning the Product beyond its tear and tensile capabilities;
- any act or omission of any person other than SHP, including misuse, neglect, accident or abuse;
- movement or defects in the building, walls, foundation, or any other material or structure used as a base over which the Product is installed;
- the continued use of your Product after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user.

2. Any variations or defects in appearance, colour or shade or defects which are of a purely aesthetic or cosmetic nature, including any surface corrosion on aluminium/steel products, or colour fading of the Product, or any deterioration in the chemical composition of the fabric of the Product for any reason including exposure to ultra-violet rays.

3. Any travel or accommodation expenses or any labour and other costs involved with the removal or repair of the defective Product, or on-site assembly or installation of the replacement Product.

4. Compensation for any delay in either replacing or repairing the Product or in properly assessing a claim under your Warranty.

PURCHASER'S RESPONSIBILITIES
The original purchaser of the Product (Purchaser) must inspect the Product on delivery and shall within 30 days of delivery notify SHP of any alleged defect, damage or failure to comply with the description or quote. The Purchaser shall afford SHP an opportunity to inspect the Product within a reasonable time following delivery if the Purchaser believes the Product is defective in any way. If the Purchaser fails to comply with these requirements, the Products shall be conclusively presumed to be accepted by the Purchaser and free from any defect or damage.
Where SHP has agreed in writing that the Purchaser is entitled to reject a Product, SHP's liability is limited to either (at SHP's discretion) replacing the Product or repairing the Product provided that:

- the Purchaser has complied with the provisions of the Warranty;
- if requested by SHP, the Products are returned at the Purchaser's cost within 30 days of the delivery date or the timeframe otherwise specified by SHP;
- SHP will not be liable for Products which have not been stored or used in a proper manner;
- the Product is returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

The Purchaser also has the sole responsibility to determine whether the Products comply with applicable codes and are appropriate for the intended use. Building code compliance, permits, set back requirements, and property line issues are the property owner's responsibility to handle as necessary. SHP is held harmless from any disputes, litigation, disagreements, payments, or any problems that may arise, regarding faulty installation, property line disagreements, permits, set back requirements, or any other problems regarding installation of the Products.

IMPORTANT NOTE: While all care is taken in the production of DIY product guides all product guides are provided as an indicative installation guide only. SHP is not liable or responsible for the outcome of any Products installed using these guides.
Where you are not the original Purchaser of the Product (for instance where you purchase the Product from an original Purchaser), the Product will be warranted only for the remainder of the original Warranty period. You acknowledge that any purchase of the Product from any party other than SHP or its authorised distributors or agents will be at your risk, and on the assumption that the Purchaser has complied with the terms of this Warranty.

SUBMITTING A CLAIM UNDER THE WARRANTY
You should retain your Specific Product Warranty as well as the Product name and any serial numbers for your records in the event you need to file a claim. In the event of a manufacturing defect, you must notify SHP in writing of such defect, within 30 days after your discovery of the defect, by sending a claim notice to or phoning:
SHP, 39B Naxos Way, Keysborough
Victoria, 3173, Australia
Phone: (03) 8788 5900

Your notice to SHP must be accompanied by:

- proof of purchase and delivery date to establish that you are the original owner of the Product, or have purchased the Product from the original owner of the Product;
- a sample of the Product for testing if requested by SHP; and
- photographs of the defective Product.

Your submission of the claim notice and the accompanying materials will be at your own expense. SHP may also require you to return the Product to it at your own expense. Notice to your contractor or dealer, or SHP's distributor or agent, is NOT notice to SHP.

Within a reasonable time after proper notification, SHP will evaluate your claim and resolve it in accordance with the terms of your Specific Product Warranty. Any replacement Product or repaired Product will, at SHP's election, be delivered to your nominated address by SHP, or made available for your collection at an address nominated by SHP.

LIMITED WARRANTY
To the maximum extent permitted by applicable laws and regulations in each relevant jurisdiction, your Specific Product Warranty is exclusive and replaces all other warranties, whether express or implied, whether by statute, at law or in equity, including any and all implied warranties of merchantability and fitness for a particular purpose. Your Specific Product Warranty is your exclusive warranty from SHP and represents the sole remedy available from SHP to you, as owner of a Product. SHP makes no other representations, warranty, condition, or guarantee of any kind other than that stated therein. SHP will not be liable in any event for consequential, punitive, special, incidental, indirect or other similar damages of any kind, including injury to persons, damage to property, loss of income, profit or business, or any other indirect loss arising from or caused in any way by the defective Product, whether for breach of warranty, negligence, strict liability in tort, or for any other cause.
You acknowledge that you do not rely on the skill or judgement of SHP as to whether or not the Product is fit for any particular purpose, and you indemnify SHP from every liability, loss, damage, cost or expense directly or indirectly incurred or suffered by SHP caused by or contributed to by your failure to:

- adequately provide or display safety markings or safety information on or with the Products;
- comply with any law in respect of the Products or their use;
- take any reasonable precaution to bring to the attention of any potential users of the Products any dangers associated with Products; or
- any negligence or breach of duty on your part.

Your Warranty shall be governed by the laws of the State of Victoria, Australia, without regard to principles of conflicts of laws.

IMPORTANT NOTE: Some jurisdictions do not allow limitations on how long an implied warrant lasts or the exclusion of incidental or consequential damages so the above limitations or exclusions may not apply. This warranty gives you specific legal rights, and you may have other rights which carry from jurisdiction to jurisdiction. Nothing in this Warranty is intended to have the effect of contracting out of any applicable provisions of any legislation which applies to the purchase of the Product in a particular jurisdiction, except to the extent permitted under the give legislation where applicable. If liability for breach by SHP of a warranty or condition or any other liability imposed on SHP by legislation which cannot be excluded may be limited, SHP liability is limited to the extent permitted by law, and if liability may be limited in any one of a number of ways, SHP's liability is limited in any one of the permitted ways chosen by SHP in its absolute discretion.

MODIFICATION OF WARRANTY
This Warranty may not be changed of modified. No one, including any representative or employee of SHP, has authority to assume any additional liability or responsibility for SHP in connection with the Product except as described in this Warranty.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.