

TERMS AND CONDITIONS OF SALE

THIS CONFIDENTIAL PRICE LIST SUPERSEDES ALL PREVIOUS PRICE LISTS.

ALL PRICES IN THIS PRICE LIST ARE PLUS 10% G.S.T.

Most textiles are sold as Cut Lengths or Full Rolls. Purchases of five rolls or more of assorted products qualify for 5+ roll price.

A number of products in this price list are available in Fire Retarded, Waterproof finish or with a Stain Release Finish. Prices are available upon request.

PLACING OF ORDERS BY CUSTOMERS It is essential that all orders are placed via fax, email or letter. Our National FREEFAX number is 1 800 676090 and our email address is furnishings@bricosgroup.com.au Whilst phone orders will be accepted, they will not be processed until confirmed in writing by fax, email or letter.

FULL ROLLS Full rolls are of unspecified length and may be delivered in lengths which vary from 25 to 70 metres (Average length is indicated in this Price List, however, roll sizes will vary either side of the average). Upon request we will deliver the closest roll length to the request. All quantities in excess of one Full Roll of one colour/quality will be supplied at 1-4 Roll Price.

CUT LENGTHS of most fabrics are available at a surcharge. Cut lengths of Curtain Linings of a specified length will be rounded up to the nearest half metre. Cut lengths of Blind Textiles of a specified length will be rounded up to the nearest one tenth of a metre. If a specified cut length is required to be perfectly square, then a cut skin must be ordered at an additional surcharge.

Orders which specify a certain number of rolls will be delivered in accordance with the average roll sizes shown on the front of this price list, i.e. to achieve the original order quantity, extra rolls may be supplied to make up the total **metreage** which would normally apply to the number of rolls ordered.

CHECK ALL FABRICS. Although every care is taken during manufacture, variations in colour and seeding levels can occur from one production batch to another. An exact colour or seeding level match to sample cannot be guaranteed. When an exact colour or seeding level match is imperative, please forward a sample or request a cutting from stock. **Please check that the fabric received is correct in colour, length and free of faults before cutting.**

No claims will be accepted once fabric is cut or made up, especially if fabric has not been inspected over a light box with strong underneath and overhead lighting.

If faulty, our liability is limited to the cost of the fabric only. The responsibility for ensuring the fabric is checked

before cutting as described above remains that of the purchaser even when the goods are delivered on the purchaser's instructions to another company or individual for making up. **Claims must be made in writing within 14 days of receiving goods.**

ACCEPTABLE FAULT LEVELS WITHIN WINDOW FURNISHING TEXTILES

At times we communicate with window coverings retailers or workrooms who do not fully understand the standards, and industry policies, which apply to fabric flaws, allowances, roll price or cut length price. Whilst The Bricos Group always endeavour to show the utmost goodwill and fairness to our customers, we apply the following standards, which are considered to be general industry practice.

The international standard allows 5 major flaws within 50 metres of fabric. Wholesalers supply fabrics in either full rolls or cut lengths.

Pieces, or rolls, are supplied at a substantially discounted price when compared with cut lengths, and manufacturers who convert the fabric tell us that they are usually able to cut around flaws.

Cut lengths are supplied at a higher price and, as such, the fabric should be near to perfect and fully usable by the customer. If not, then it can be returned and replaced. Wholesalers occasionally experience criticism for the additional price charged for cut lengths.

It needs to be understood that it is often difficult to find a perfect continuous length, especially if the cut length is reasonably large. This can require warehouse operators to check as many as three or four rolls to obtain the desired perfect length. There is also considerable wastage, as a result of providing cut lengths, because of the need to remove flaws within a roll of fabric and because small, unusable lengths are often left at the end of the roll.

Whilst many people within the industry, including our own company, consider the 5 major faults per roll as slightly unreasonable, this is the industry standard. As such, wholesalers of textiles are unable to return full rolls to their original supplier if flaws are found to be within the 10% factor. Under no circumstance are faulty offcuts able to be returned, nor is it industry policy for offcuts to be credited by wholesalers.

We believe that the above is all accepted as normal industry policy.

FREIGHT F.I.S. all Capital Cities and metropolitan areas, with the exception of Canberra and Darwin. All orders are shipped regular road transport or other system at our option. If premium service such as Air Freight or "Express" is requested, these charges will be at the customer's expense and added to the invoice. If requested, goods can be despatched via Customer's Own Nominated Carrier, on the Customer's Account at their expense.

TERMS AND CONDITIONS OF SALE CONT.

RETURN OF GOODS Returns can only be accepted if the fabric is not in accordance with your order, the fabric is uncut, and is returned within 14 days from receipt of goods. Goods to be returned will not be accepted without prior approval by The Bricos Group and must be in original condition and adequately packaged in heavy duty packaging for the return journey. If adequate packaging is not available, The Bricos Group will send to the customer (at no charge) sufficient material to properly package for safe return.

If goods are returned as being faulty but are subsequently found to be of acceptable industry standard, or where the degree of faults or damage is overstated by the customer or where damage is caused due to poor packaging, we reserve the right to refuse any credit or to deduct a reasonable amount, properly representing the loss to The Bricos Group.

Returns to be sent by our nominated carrier otherwise freight must be prepaid. Goods supplied to order and subsequently returned, or in the case of a customer error, will incur a \$30 surcharge and cost of freight both ways will also be debited.

PACKING FEE Packing Fees will apply as follows: \$20.00 fee for invoiced goods less than \$100.00. \$10.00 fee for invoiced goods from \$100.00 to \$199.00. Sampling will be excluded from this requirement.

RECOMMENDED USE OF HEAVY DUTY OUTER CARDBOARD CORES. The Bricos Group recommends that customers should request the supply of heavy duty outer cardboard cores for the safe transport and extra protection of heavy rolls of fabric (especially wide width) and/or more expensive fabrics. Outer cores are available at an extra cost of \$15 each plus G.S.T. Cores are subsequently able to be used by our customers for a variety of purposes.

TERMS OF PAYMENT **Net 30 days – within 30 days after the last day of the month of invoice** made payable to The Bricos Group Pty. Limited. **Further credit cannot be extended where an account is outstanding beyond 37 days.** We reserve the right to stop supply at an earlier date if there is concern over repayment and also reserve the right to charge interest on accounts not paid within our trading terms. Interest will accrue at 18% per annum (1.5% per month) until the account is paid in full. Shorter terms of payment may be applied to certain accounts.

PAYMENT BY CREDIT CARD **If payment is being made by Credit Card, then the following conditions will apply:**

- **Payment by Credit Card at placement of order** - No fees will be charged.
- **Payment by Credit Card within 30 Days of Date of**

Statement (Within Trading Terms) A 1% fee will be charged. To enable our customers to gain the maximum possible payment terms on their individual Credit Cards, payment on or before 5 p.m. of the first day of the month after payment is due will be accepted e.g. purchases invoiced during the month of July and normally due for payment on or before the last day of August may be paid on or before 5 p.m. on the first trading day of September. A 1% fee will be charged, however if the payment is on the second trading day of that month, or later, a 2% fee will be charged.

• **Payment by Credit Card outside our normal 30 Days of Statement (i.e. Account Overdue)**

A 2% fee will be charged, and we reserve the option to apply additional interest.

Any fees charged in relation to Credit Card purchases must be paid at the time of the Credit Card transaction. An invoice will be issued at the time to acknowledge that a fee has been charged to a customer's account.

OWNERSHIP IN THE GOODS Property in goods sold by The Bricos Group Pty Limited (the company) will not pass until the buyer has made payment in full of the contract price for those goods. Until such payment is made the buyer will hold the goods as bailee for the company with the company having the right to take possession of the goods at any time after payment is due. If the goods sold or such other goods resulting from mixing or converting shall be sold or disposed of by the purchaser before payment in full the purchaser will hold the proceeds of such sale or disposal upon trust and shall account to the company for the payment of all monies owing for the goods.

PROOF OF DELIVERY will incur a \$15 charge if it is found that the goods have already been delivered in accordance with our client's original instructions and already received by the client or his agent.

PRICE CHANGES Prices are subject to change without notice.

CANCELLATION OF ORDERS Must be in writing and received prior to commencement of production of any customised fabrics ie. special colours, weaves, weights, widths etc. A deposit will be required by The Bricos Group Pty Ltd if a customised product is sought.