

# TRADING TERMS & CONDITIONS OF SALE

The following terms and conditions of sale and delivery apply to all orders, unless alternate terms of trade are agreed, verified and signed in writing by all parties. In the event that one of the following terms for whatever reason becomes invalid, the rest of these terms remain valid and part of the agreement between South Pacific Fabrics and the client. Please contact us at [enquiries@southpacificfabrics](mailto:enquiries@southpacificfabrics) if you need information or clarification regarding Trading Terms & Conditions of Sale.

## 1. QUOTES

- 1.1 All Quotes provided are valid for 30 days and will automatically expire after this date.
- 1.2 Upon expiry of the quote, South Pacific Fabrics reserves the right to change and/or increase the price previously stated.
- 1.3 All pricing quoted excludes GST.

## 2. ORDERS

- 2.1 To ensure the correct supply of your order, purchase orders must be placed in writing either via fax 02 9327 3311 or email: ([orders@southpacificfabrics.com](mailto:orders@southpacificfabrics.com)). We do not accept verbal orders. Please ensure you have supplied the correct fabric range, fabric name and/or code, colour reference and delivery information to avoid delays in processing your order.
- 2.2 The minimum order for fabric is 1 metre. With exception of US Suppliers where orders are a minimum of 1.80 metres (2 yards). Thereafter we accept orders in 0.1 metre increments unless otherwise advised.
- 2.3 We do not cross reference fabric and colour numbers and names unless specifically asked to do so on your purchase order. We will assume numeric references are correct.
- 2.4 South Pacific Fabrics will not be held liable for any mistakes made by the client, i.e. colour choice or quantity.
- 2.5 An order confirmation will be send to you after receipt of your purchase order. Please check this confirmation is correct and let us know if incorrect and contact us if you have not received acknowledgement of your order within 24-48 hours.
- 2.5 FOR COD CLIENTS – All orders must be accompanied by a 50% Deposit. The balance is due and payable with collection or prior to the dispatch of goods. For goods that are not collected or dispatched within 7 days, a storage fee of \$10 per week is charged unless otherwise agreed prior to ordering.

## 3. STOCK RESERVATION

- 3.1 All stock and indent fabric reservations are held for 7 days. Should an order not be made within that time frame, the reservation is automatically released from reserve. To ensure orders are secured, deposits should be finalised within this period (COD Clients).

## 4. CANCELLATION OF ORDERS

- 4.1 We are unable to accept cancellation of orders for goods once placed and cut by the supplier.
- 4.2 If the supplier has not cut the order we can cancel the order but a 50% cancellation fee will apply.
- 4.3 Without exception, any cancellation of any order must be in writing from the client who made the original order.

## 5. TERMS OF PAYMENT / DELAY IN PAYMENT

- 5.1 Payments are to be made by the client to the bank account details given on the invoice or via MasterCard, Visa, company cheque or cash within terms provided. If payment is being made by EFT, we recommend sending through a bank remittance with quote number as a reference to ensure prompt processing of your order. All orders will attract a 2% surcharge applicable for payment by credit card.
  - 5.1.1 Account customers please note that our terms are 30 days from invoice date, not end of month.
- 5.2 South Pacific Fabrics reserves the right to withhold further supply of goods in the event that terms are not honoured.
- 5.3 In addition, the client is obligated for any costs of pursuing the claim including the costs of pursuing the claim out of court. South Pacific Fabrics reserve the right to assert higher damage claims caused by a delay.

## 6. DELIVERY / DELAY IN DELIVERY

- 6.1 For all orders into Australia prices include delivery for one address within metro areas and are inclusive of all duties, transport, postage and insurance with exclusion of furniture and lighting orders. For delivery outside Australia, it is up to the customer to pay freight, duties and taxes (GST not included).
- 6.2 Delivery times are an estimate only.
- 6.3 Delays in delivery are uncommon and generally due to circumstances outside of our control. South Pacific Fabrics will not pay for express delivery in these circumstances.

**PRODUCT LIABILITY**

**7. SUITABILITY**

- 7.1 It is the responsibility of the client to determine the suitability of the goods for its specific end use.
- 7.2 Responsibility for ensuring the correctness of fabric supplied before cutting is that of the purchaser and not South Pacific Fabrics. This is irrespective of whether the goods are delivered to the purchaser or to a third party such as a manufacturer or workroom.

**8. CLAIMS**

- 8.1 Claims must be notified in writing within 7 days of delivery of goods. No claims will be accepted after the fabric has been cut regardless of the reason for claim.
- 8.2 All velvets are NOT returnable at all.
- 8.3 South Pacific Fabrics is not responsible for incorrect metreage, design or colours if supplied according to order placed.
- 8.4 South Pacific Fabrics supplies goods on the understanding that our liability for any defect or claim whatsoever is limited to a sum not exceeding the invoice value of the goods.
- 8.5 South Pacific Fabrics does not accept responsibility for workroom errors.
- 8.6 South Pacific Fabrics is not liable for any incorrect or poor installation and any charges incurred. It is the client's responsibility to ensure that all manufacturers' installation guidelines are adhered to. Manufacturer's guidelines will be provided on request.

**9. RETURNS**

- 9.1 South Pacific Fabrics will only accept returns if the goods are faulty, not in accordance with your order and the goods are uncut.
- 9.2 Notification of problems with products must be given within 7 days and the goods must be returned within 14 days of receipt of goods.
- 9.3 Returns will not be accepted without prior approval and must be returned per our nominated carrier.
- 9.4 All returns must be accompanied by a written claim quoting our invoice number and full written details outlining the reason for return.

**OTHER CONSIDERATIONS**

- 10. PRICING – South Pacific Fabrics reserves the right to alter pricing or withdraw items that have been discontinued at any time without notice.
- 11. SPECIFICATIONS – All piece linear metreage and pattern repeats quoted are an approximate guide only.
- 12. FIRE TREATMENTS – South Pacific Fabrics is not responsible for any additional treatments outside standard manufacturer terms.
- 13. COLOUR MATCHING – Exact dye lots cannot be guaranteed. It is always recommended that you request a current dye lot cutting if an exact match is required. This is especially recommended with silks, wallpaper, piece dye goods and hand woven goods.
- 14. SAMPLES: South Pacific Fabrics offers samples on loan to the trade. Samples provided on loan are returnable within 7 days. Samples not returned within 7 days, or not returned in the condition initially provided will be invoiced at full cost.
- 15. Fabrics breathe and absorb moisture; according to content and construction. Dimensional fluctuations of up to 3% may reasonably occur.

**I have read, understood and agree to this registration and trading terms.**

FULL NAME OF COMPANY: \_\_\_\_\_

SURNAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_