

9/8/2023

# Brentano

## Terms and Conditions of Sale

### Terms

Default payment terms are Proforma. Terms of NET 30 Days from date of invoice may be granted upon review and approval of credit.

### Prices

All published prices and freight rates are subject to change without notice. Pricing on quotes will be honored through the quote expiration date.

### Reserves

All reserves will be held for 14 days. Reserves may be renewed for 7 day periods provided there are no open purchase orders that are awaiting reserved stock. Brentano is not obligated to inform customers that their reserve has expired. Reserves may not be placed against incoming stock.

### Orders

Purchase orders should include all pertinent information including pattern name, colorway name, product number, shipping instructions and sidemarks. A Cutting for Approval (CFA) for fabrics can be provided upon request with the order acknowledgement for color matching.

Brentano has the discretion to allocate additional yardage allowances if needed.

All fabrics are sold in 0.25 yard increments with a minimum of 2 yards. All fabrics ordered under the 2 yard minimum will incur a \$20 cutting fee.

All wallcoverings are sold in 1 yard increments with a minimum purchase requirement of 3 yards. All purchases under 30 yards will incur a \$3/yard cutting fee.

Back-orders and/or purchase orders against incoming stock are permitted. For quantities of 20 yards or more per SKU, a 50% non-refundable deposit is required. Estimated dates of arrival will be provided with your order acknowledgement. For new productions, lead times are based on date of deposit.

Brentano does not cover duties and taxes for any international shipments. Customer is required to pre-arrange and/or provide clear instructions on any duty, taxes, or brokerage fees for international shipments at the time of purchase.

Customers claiming exemption from sales taxes are required to furnish appropriate exemption certificates at the time of purchase to Brentano. The customer will indemnify Brentano against improper tax remittances caused by the customer, including but not limited to inaccurate and/or fraudulent tax exemptions claimed by the customer.

Micro-venting for type II wallcovering is available upon request for new production goods only and subject to minimums. Wallcovering goods that have been treated for micro-venting cannot be returned.

### Shipping

All shipments are F.O.B. Wheeling, IL unless otherwise indicated and will ship per customer instructions. If no instructions say otherwise, Brentano has the discretion to await completion of an entire order or make partial shipments to the customer's ship-to address as necessary.

Brentano is not liable for any delay or failure to deliver due to strikes, lockouts, delays to supply chain, accidents, or any other causes of like or unlike nature that are beyond the control of Brentano.

### Cancellations

Orders may be cancelled if they have not yet been processed by Brentano's warehouse. Cancelled orders that have been processed but not shipped will incur a 15% restocking fee. Cancellation of back orders from new production will result in forfeiture of deposit.

### Returns

All return requests must be submitted in writing within 30 days of invoice date and will not be accepted without the consent of Brentano. Brentano will not accept returns on yardage that has been cut, manipulated, or processed by the purchaser or receiver in any way. Returned items must be in pristine and sellable condition. All returns are subject to a 30% restocking fee and will be shipped back to Brentano at purchaser's expense. Pieces under 10 yards in length are not returnable. Goods must be received by Brentano within 30 days of the return authorization to receive credit.

### Claims

Brentano is not responsible for damages incurred during transit or storage. Before accepting goods from the carrier, examine the shipment carefully and notate any damage on the delivery slip and inform the delivery driver. Damages should be reported to the carrier and Brentano so a claim may be filed.

All Brentano products should be carefully inspected upon receipt of goods. In cases of concealed damage (damage within the exterior packaging), a claim must be filed in writing within 7 days of delivery. All other claims against Brentano products such as defects, errors, or shortages must be filed with Brentano in writing within 14 days of delivery. Failure to do so shall constitute the full acceptance of the goods and waiver of any such defects, errors, shortages, or any other claim. Credit will not be issued unless the fabric is received at Brentano within 30 days of the claim's acceptance.

For wallcovering 3 panels should be hung and inspected prior to proceeding with installation. Claims will not be considered on cut or hung material after 3 panels have been installed, nor will claims be considered on materials damaged due to improper handling, storage, or installation. Hanging instructions should be carefully reviewed and considered prior to the installation of wallcovering.

Brentano will not be responsible for labor charges or any other costs other than those billed by Brentano.

## **Quality Limitations**

Color variation between textile and wallcovering dye lots may occur within commercially acceptable standards. If an exact color match is required, request a cutting for approval when placing an order and/or send a cutting to Brentano to match. Brentano is not responsible for perceived color mismatches due to changed lighting conditions.

Brentano products are not guaranteed against fading, wearing, dimensional, or physical changes in appearance due to normal wear and tear, unless otherwise expressed under Brentano's Warranty.

Products that have undergone third-party finishing after purchase are not returnable and are not covered under Brentano's warranty. Brentano is not responsible for any alterations to fabric hand or color that results from a finish.

It is the customer's responsibility to determine if Brentano's products meet code compliance for their projects. Brentano is not responsible for improper specification of products that do not meet code compliance.

Testing information is listed on sampling and on Brentano's website at [brentanofabrics.com](http://brentanofabrics.com). Certified test results are available upon request.

## **Custom Orders**

A completed custom project form is required to begin a custom order and can be found by logging in to Brentano's website or through your local sales rep. The form advises Brentano the technical specifications required for the fabric or wallcovering. Any changes to these requirements should be communicated to Brentano immediately and can potentially affect the price.

Upon receipt of the project form and correspondence with the production mill, a quote will be provided to the customer. Pricing for the quote will be honored for 90 days. Lead times provided on custom quotes are based on the quote date and are subject to change. However, Brentano makes every effort to provide as accurate of lead times as possible. Please note that lead times may be extended at certain times of the year due to holiday mill closures.

Strike-offs may or may not be possible depending on the project. Brentano reserves the right to charge a strike-off fee if necessary.

All custom orders are subject to minimum yardage requirements and up to 10% overage billable.

A minimum, non-refundable deposit of 50% is required at the time of order to begin production. Lead times will be re-quoted from date of deposit. Custom orders cannot be cancelled once the deposit has been paid and cannot be returned after goods have been delivered.

A shipping sample from the production run of a custom item may be provided upon request. Shipping samples are to be used as a reference for the production only and are not considered cuttings for approval. The shipping sample cannot be used to reject the custom production goods.

All custom orders are F.O.B. Wheeling, IL unless otherwise stated. Expedited delivery from the production mill to Brentano's warehouse may be purchased for an additional fee.

## **Discontinued Products**

Discontinued products may be available for immediate purchase and shipment if in stock. If no stock is available, new production may be possible with minimum yardage requirements. Verify pricing and minimums with your local sales rep. No returns will be accepted on discontinued products.

## **Acknowledgment**

By accepting the attached order acknowledgment or invoice, the customer understands and agrees to all terms and conditions expressed herein.