

Prices and Terms

All prices quoted are **net** wholesale F.O.B. Lenoir, N.C., and do not include shipping costs, taxes or storage charges. If applicable, sales tax will be based on ship-to destination. Customs fees and/or tariffs on international shipments are the responsibility of the recipient and therefore are not included in pricing quotations or freight invoices. Prices and specifications are subject to change without notice.

When credit has been approved, terms for cut yardage are net 30 days from the date of invoice, which is the same as the date of shipment. A service charge of 1.5% per month will be charged on all past due accounts.

If no credit has been approved then all sales are for cash in advance. Payment in full, including sales tax and shipping charges, must be received before an order will be shipped.

Credit

Upon receipt of an order, a line of credit may be established if account information and references meet Bernhardt Textiles guidelines. Bernhardt Textiles reserves the right to cancel credit or change terms at its discretion, without notice. Bernhardt Textiles fabrics may be purchased with a corporate VISA or MasterCard subject to a 3% handling fee.

Order Entry

All orders must be in writing and should be e-mailed directly to:
orders@bernhardttextiles.com or faxed to Bernhardt Textiles: **828-759-6258**

Bernhardt Textiles is not liable for duplications if an order is both faxed and e-mailed. Orders should include the fabric name and number, shipping instructions, the ship to address and package markings and any special finish instructions. A reserve number, if applicable, must be referenced on the order.

All orders are subject to final acceptance by the Bernhardt Textiles office in Lenoir, N.C. Receipt of our acknowledgment indicates acceptance of the order subject to the terms set forth on the acknowledgment and in this document.

Bernhardt Textiles attempts to clarify all purchase orders. However, in the event the price list number and the name of the fabric or fabric color on the purchase order differ, the price list number will prevail.

All fabrics are sold to the nearest half yard with a one yard minimum per colorway. All coated fabric products are sold in one yard increments.

All leathers are sold by the square foot with minimum purchase requirements. The amount of leather shipped will vary from the amount of leather ordered, due to the irregular shapes and sizes of the hides.

Order Inquiries

For order inquiries, please contact your local sales representative or call Bernhardt Textiles at 877-639-0728.

Reserve Yardage

Bernhardt Textiles will, at its discretion, reserve yardage for up to 10 (ten) working days for 20 (twenty) or more yards. If an order is received for the reserved yardage, the reserving customer will have up to 24 hours to submit a purchase order. If the reserving customer does not comply, the reserved yardage will be released to fulfill the order in-house. In-coming goods cannot be reserved.

To reserve fabric, please contact your Bernhardt Textiles sales representative or call **Bernhardt Textiles at 877-639-0728**.

Changes and Cancellations

All reasonable requests for changes in orders will be honored if received in writing prior to the time that fabric is cut and in time to make the change. Bernhardt Textiles reserves the right to charge for labor and administrative costs for order changes.

Acknowledged orders may not be canceled without written consent from Bernhardt Textiles. If approved, canceled orders will be subject to a 25% handling charge. No cancellations will be permitted once the fabric has been cut.

Shipping

Bernhardt Textiles will ship in accordance with customer instructions whenever possible. If not specified, Bernhardt Textiles will exercise its best judgment in selecting a carrier.

When selecting a carrier, Bernhardt Textiles will make our best effort to meet requested delivery dates. Transportation lead-times and delays including equipment problems, weather, general traffic, traffic accidents, customer warehouse space, labor disputes, customer changes etc., that occur on a carrier will not be the responsibility of Bernhardt Textiles. Furthermore, Bernhardt Textiles will not be responsible for additional costs incurred due to aforementioned delays. Customer orders in production will be shipped as scheduled and will not be held. Bernhardt Textiles reserves the right to make partial shipments on any order, unless notified otherwise by the customer.

Claims

The utmost care is used in packing and shipping. Our liability ceases when the carrier issues a clear receipt to Bernhardt Textiles, which is an acknowledgment by the transportation company that the shipment has been received by them in good condition.

Damaged merchandise should not necessarily be refused but written exception should be made on the bill of lading and an immediate inspection requested of the carrier. Claims for damage or loss should be filed with the carrier within five days.

Any claim against Bernhardt Textiles for defects, errors, or shortages must be made within 10 (ten) days of delivery. Liability for defective merchandise shall be limited to the replacement or repair of that merchandise and Bernhardt Textiles shall not be liable for other damages or losses.

Returns

No merchandise may be returned to Bernhardt Textiles without written consent in the form of Return Authorization from our Quality Assurance Department stating why the item is being returned and how the item is to be shipped.

In the event a return is authorized by Bernhardt Textiles for reasons other than damage or defect, the customer shall be responsible for a 25% restocking fee, as well as a double freight charge.

Unauthorized returns will be automatically refused by our receiving department as will returns not in accordance with Bernhardt Textiles shipping instructions. **Under no circumstances will cut or treated fabric be accepted for return.**

Samples

Samples are available through your sales representative and from our website bernhardttextiles.com. Due to slight variations in fibers and dye lots, samples may not match existing inventory.

Additional Finishes

Bernhardt Textiles will, as an accommodation to customers and at the customer's own risk, have special finishes or backing applied to our fabrics at an additional net charge.

Fabrics will shrink when processed so yardage should be increased by 10% to ensure correct and final length. Bernhardt Textiles takes no responsibility for the work of any finisher nor any resultant shrinkage, coloration change or damage to the fabric.

Minimum yardage and upcharges for additional finishes are per pattern/colorway. Fabrics may not be combined to fulfill minimum requirements. Please allow a minimum of two weeks for processing.

Please see Special Finishes for details and pricing.

Custom Fabrics

Custom fabrics are sold only by the full piece and sizes vary according to the mill. The customer is responsible for purchasing all production overage. Bernhardt Textiles reserves the right to charge a strike-off fee for custom fabrics. Invoices will reflect actual yardage shipped.

Bernhardt Textiles will work with the customer to develop special colors and fiber constructions of standard fabrics. When a custom fabric is needed contact your Sales Representative for pricing and minimum yardage requirements. Additional lead time is required for custom work and a 50% deposit must be received by Bernhardt Textiles before production of fabric will begin. **All custom fabrics are subject to a 10% upcharge.**

Limited Warranty

Bernhardt Textiles does not warrant or guarantee fabrics or leathers against fading, shrinking, stretching, seam slippage, wear abrasion, wrinkling, creasing, staining, running or discoloration from contact with any liquid or alteration in color and hand due to any finish treatment.

Bernhardt Textiles is not responsible for dye lot differences or discrepancies in widths of fabrics and does not guarantee, warrant or represent exact matches to cuttings, memos and samples. Fiber content and/or yarns may be substituted at our discretion. Fabric sources may be changed without notification. Leather hides may contain marks, scars, scratches or wrinkles considered by tanneries to be naturally inherent and acceptable characteristics. Bernhardt Textiles takes no responsibility for the size or location of such marks. While Bernhardt Textiles will supply customer, upon request, with copies of results of independent testing done on its textiles, it does not guarantee the results of such testing or that its products will meet specific industry, government or other codes or standards.

Quality and expert design are utilized in the manufacture of Bernhardt Textiles. Our products are made in accordance with the Textile Fiber Products Identification Act and meet or exceed the industry standards as defined by the Association of Contract Textiles (A.C.T.) guidelines. Under normal conditions our products perform for their intended purpose in accordance with industry standards.

All warranties are void if fabric care instructions are not followed properly and we will not be liable for product abuse. The above warranty is given expressly and in lieu of any other warranties either expressed or implied, including any warranties of merchantability or fitness for a particular purpose. All textiles and leathers are warranted for three (3) years from the date of purchase of the product. Coated fabrics are warranted for five (5) years from the date of purchase of the product.

Abrasion

Multiple factors affect fabric durability and appearance retention, including end-user application and proper maintenance. Wyzenbeek and Martindale results above 100,000 double rubs have not been shown to be a reliable indicator of increased fabric lifespan.

Flammability Notice

Bernhardt Textiles does not warrant or assume any responsibility for flame retardant properties of fabrics or leathers, or issue any certificates regarding flammability. All Bernhardt Textiles contract fabrics meet the standards as set forth in the California Technical Bulletin 117-2013. Some fabrics meet other flammability standards as are listed on the swatch cards and in this price list. Bernhardt Textiles is not responsible for the final product resulting from any type of special finishing or flammability treatment. If in doubt of the suitability of a particular fabric, it is the suggestion of Bernhardt Textiles to submit a fabric sample to the fire regulatory authorities with jurisdiction at the final installation site.