

Terms & Conditions

In the following conditions, the "Seller" means Fabricus Limited and the "Buyer" means the person buying the product from the "Seller". The statutory rights of a Buyer are not affected by these conditions. These conditions shall apply to all contracts unless expressly varied in writing by the Seller any items, offered on behalf of the Buyer, shall be assumed to be void unless accepted by the Seller.

1. TRADING

- (A) All accounts are due 30 days end of month following. Extended terms are not available unless agreed in writing in advance with the management of Fabricus Ltd.
- (B) The Seller reserves the right to:
 - (i) Charge interest per month or part thereof on overdue accounts at 5% over the Bank of England base rate.
 - (ii) Close existing accounts or return to proforma accounts without being required to give notice or reasons.
- (C) If the buyer should commit any breach of its obligations to the Seller, the Seller reserves the right to:
 - (i) Suspend or cancel all existing orders.
 - (ii) To withdraw or reduce credit facilities at any time.
- (D) The seller reserves the right to withdraw any products from sale, or to change their specification, without prior notice.
- (E) All orders are accepted subject to approval of credit.

2. PRICES

- (A) All prices quoted in the Seller's price lists are subject to VAT, chargeable in accordance with the UK legislation in force at the tax print date.
- (B) The Seller reserves the right to vary prices with a notice period of 30 days.

3. DELIVERY

- (A) Any delivery dates quoted are genuine forecasts but they shall not be legally binding to the Seller,
 - (B) Time of delivery shall not be the essence of any contract.
 - (C) The Buyer will take delivery of all products ordered, orally or in writing, as soon as they become available
 - (D) In the event of the Seller being unable to supply goods subsequent to receiving an order from the Buyer, the Seller shall not be held liable for any incidental or consequential loss howsoever arising.
 - (E) Goods will not be sold to the Buyer on a sale or return basis under any circumstance.
 - (F) It is the Buyers responsibility, regardless of delivery address, to ensure the goods are as ordered and are of satisfactory quality. The Buyer **must**:
 - (i) Check correct description and quality of goods on delivery note and product labels.
 - (ii) Check goods physically correspond with the sample from which order was placed i.e. correct colour, design and appearance.
 - (iii) Ensure that goods are of an acceptable quality.
 - (iv) Check the quantity of received goods is correct.
 - (v) Ensure correct identification of face and reverse of fabric
 - In the event of any discrepancy whatsoever, the Buyer must notify the Seller within 5 days of arrival of consignment and before the goods are processed in any way. Otherwise no responsibility can be accepted for any claims.
 - (G) Upon acceptance of deliveries the Buyer must sign the Carrier's delivery note. Should examination at the time of delivery not be possible, the delivery note must be signed 'unexamined.' in order for any subsequent claim to be acceptable for damage in transit. Claims for loss or damage must be made within 5 days of arrival of consignment, informing the Seller and the Carrier of the loss and damage involved. The Seller shall not be held liable, otherwise.
 - (H) Non-arrival of goods within 5 Days from the date of our invoice must be notified to the Seller
- Claims for non-arrival must be made within 5 days of notification to the Seller.

4. CARRIAGE

Carriage charges are per order. Whilst every attempt is made to minimise the number of parcels per order, under certain circumstances due to dimensions, weight and shape this is not always possible. Content items must be packed separately e.g. pattern books and fabrics. Within the United Kingdom. Standard next day £15.00 Export shipment POA.

5. CANCELLATIONS, ALTERATIONS AND REFUSED DELIVERIES

The seller has a procedure for dealing with cancellations/alterations which must be adhered to by the Buyer. Should the Seller agree to cancellation or alteration, or a delivery is refused by the Buyer, the Seller reserves the right to charge all costs incurred

6. RETURNS

Should the Buyer wish to return goods please contact Customer Services. On authorisation, Customer Services will send a Returns Note detailing goods and terms of return with Carrier will be provided subject to the following conditions

- (A) The Seller reserves the right of discretion at all times to accept or refuse the return of any goods supplied.
- (B) Fabric will not be returnable for credit, if:
 - (i) The fabric has been cut it cannot be returned for credit under any circumstances.
 - (ii) The piece in question is under 5 metres in length

(C) It is the Buyer's responsibility to ensure, that all goods returned are properly packed and returned in good condition Packaging is available on request for returns. Goods damaged in return transit will not be accepted for credit.

(D) If, upon receipt and examination of returned goods, the Seller finds that there is a discrepancy in the stated reason, or quantities by the Buyer for returning the goods, the Seller reserves the right to refuse credit.

(E) A 25% handling charge will be applied to all returned goods that are not faulty.

7. RISK AND TITLE

(A) Risk in the goods shall pass to the Buyer on delivery but goods shall remain the sole and absolute property of the Seller as legal equitable owner until the Buyer has paid to the company the agreed price together with the full price of any other goods supplied by the Seller to the Buyer.

(b) Until the Buyer becomes the owner of the goods:

- (i) the Buyer shall hold the goods as fiduciary bailee and store them on his premises are readily identifiable as the goods of the Seller.
- (ii) the Buyer shall not sell or part with possession of the goods
- (iii) the Seller may for the purpose of recovery of its goods enter upon any premises they are stored or where they are reasonably thought to be stored and repossess them

8. LAW AND JURISDICTION

The Seller and the Buyer agree to the application of English law and to submit to the non-exclusive jurisdiction of the English courts.

9. CLAIMS

In all events the limit of liability for any fault or defect in the product shall be to a sum not exceeding the purchase price of all the particular goods, and the Seller shall not be held liable for any incidental or consequential loss how so ever arising. The Seller warrants that the goods will be free from defects of workmanship, design, or materials for a period of twelve months from the date of delivery.

10. MATCHING OF FABRICS / COLOUR MATCH

Whilst every effort is made to obtain an exact match to the samples displayed in the pattern books, the Seller cannot guarantee an exact match. Should a close match be required the Buyer must request a stock sample for approval prior to ordering?

In the case of repeat orders, the Buyer must provide a cutting of the fabric to be matched, and the Sellers original invoice number, dye batch and piece number

11. FABRIC FOR SWATCHING OR PATTERN BOOKS

It is the Buyers responsibility to advise the Seller if the order is to be used for the Buyers own pattern book or swatches

12. USAGE

Although the Seller may make recommendations on usage, it is the responsibility of the Buyer to ascertain suitability of the goods for any particular purpose. The Buyer must not rely on the Sellers skill or judgement. The Seller will not, in addition, accept any liability arising in respect of any loss or damage or deterioration in condition to any goods sold caused by usage, shrinkage, cleaning processes, atmospheric conditions or assembly, make-up and installation or general application. The Sellers liabilities shall not exceed the value of the goods sold.

13. SEWING

Recommend stitch density is a minimum of 8 stitches per inch (32 stitches per 100mm) as per ISO 13934-2004 with a needle size recommended by your needle supplier. Any claims resulting in a lower stitch density will be rejected.

14. AFTER TREATMENTS

(A) The Buyer is warned that after treatments may alter the fabrics in respect of resistance to abrasion; tear strength; breaking strength; seam slippage; colour; light fastness and resistance to rubbing.

(B) The Seller cannot accept responsibility for the performance, durability or finish of fabrics which are given any sort of treatment subsequent to purchase from the Seller.

(C) The entire responsibility is that of the Buyer for ensuring that after such processing the fabric remains a satisfactory quality for its intended purpose.

15. CUTTING

Our minimum length is 0.3m. We cut to the nearest 10cm.

16. PRO-FORMA ACCOUNTS

All 'Pro-Forma' accounts are strictly net bank transfer/cheque against 'Pro-Forma' invoice