BRAYTON

TEXTILE: TERMS & CONDITIONS

These Sales Order Terms and Conditions (these “Terms”) govern all Textile purchases from BRAYTON (“Seller”). Buyers of Seller’s goods agree to be bound by these Terms. PRICES: Orders will be billed at prices in effect at the time of order acknowledgment. Prices are exclusive of sales tax and shipping charges. TERMS AND CREDIT: Upon approved credit, general payment terms are Net 15. Other forms of payment include Pro-forma Invoices payable by check or accepted credit card. We reserve the right to cancel or change credit terms and may request advance payment at any time. You may contact Customer Service for a credit application: requests@paulbraytondesigns.com..

ORDERING INFORMATION:

To place orders, or for other general information please contact BRAYTON Customer Service. Monday through Friday, 8:00am – 5:30 pm, Eastern time.

Phone: 336.882.5200
Toll free: 800.882.4720
Fax: 336.882.5300
BRAYTON
403 Interstate Drive
Archdale, NC 27263

All purchase orders must be sent in writing, either by e-mail, fax, or mail. Confirming order copies sent in the mail must be clearly marked to avoid duplication. Modifications to any order are required in writing. Acceptance of cancellations, and order modifications, are at the discretion of BRAYTON.

ORDER CANCELLATIONS:

Cancellation requests will only be considered if in writing. We will not cancel custom orders, specially processed orders or orders that have been cut to ship.

MINIMUM ORDER:

Minimum order size for woven and non-woven fabrics is (1) linear yard. Coated fabrics (Almost, vinyl, polyurethanes) are sold in full yard increments. Woven textiles are measured and sold in eighths. Every effort is made to ship in one continuous roll, however, production methods and quality control may require shipment of order in multiple pieces according to acceptable industry practices.

Minimum order size for leather is one (1) full hide and is sold by the square foot. Leather needs to be ordered for the total square footage amount required by the

manufacturer. At the time of shipping, full hides will be selected to come as close as possible to the square footage amount ordered. Leather is a natural product and hides vary in size. Overage in quantity should be expected and will be invoiced accordingly.

RESERVES:

Only fabrics stocked in High Point, NC can be reserved for 10 business days. Fabrics stocked at our manufacturing warehouses cannot be reserved without a purchase order. Reserved fabrics will be released for orders in hand, giving client holding the reserve first right to purchase within 24 hours.

SPECIAL COLOR MATCH:

ALMOST® – The minimum order quantity for a custom color match is 200 yards, with an upcharge of $10.00 per yard for orders of 200–299 yards and $5.00 per yard for orders of 300 yards or more. The lead time for strike-offs is approximately 2–3 weeks, with a production lead time of 8–10 weeks for orders up to 500 yards following approval.

Woven Textiles – Minimum order quantities and lead times for special color match fabrics vary by mill. Please inquire with Customer Service at requests@paulbraytondesigns.com. Custom orders are sold in full rolls, and an overage of up to 10% should be expected to ensure the minimum order quantity is achieved.

Leather – The minimum order quantity for a custom color match is one full hide (approximately 50 square feet). A $1,000 color setup fee, in addition to the standard cost of the leather, applies to orders under 2,500 square feet. The color setup fee is waived for orders of 2,500 square feet or more. Strike-offs are available for approval within approximately 1–2 weeks of receipt of the color reference, with a production lead time of approximately 6–7 weeks following approval. All custom leather orders require the buyer to accept the complete production outfall, including first, second, and third selection hides.

Deposit & Payment Terms – A 50% deposit is required on all custom color match orders, including ALMOST®, woven textiles, and leather, before production begins. The remaining balance is due prior to shipment.

All custom orders are non-cancellable, require strike-off approval, and may be subject to extended lead times.

SHIPPING:

Sellers standard method of shipping fabric is two-day service, prepay and add. Refer to the freight chart for charges. Upon request, Seller will ship in accordance with Buyer’s instructions. Unless specifically requested in writing to ship complete, BRAYTON may make partial shipments. Seller reserves the right to drop ship from our manufacturing mills direct to Buyer. Mills may not cut yardage, drop ship orders

are in full rolls only.

CANADIAN SHIPMENTS – IMPORTER OF RECORD & CUSTOMS CLEARANCE:

BRAYTON will not act as the Importer of Record for shipments to Canada. The buyer is responsible for coordinating with the Canadian receiving party to designate an eligible Importer of Record and arrange for customs clearance in accordance with Canada's CARM (CBSA Assessment and Revenue Management) requirements.

The name and contact information of the designated Importer of Record and its authorized customs broker must be provided to BRAYTON prior to shipment. BRAYTON is not responsible for arranging customs brokerage services or paying applicable import duties, taxes, brokerage fees, or related customs clearance charges.

BRAYTON reserves the right to withhold shipment until all required customs clearance information has been received. Any delays or additional expenses resulting from incomplete or inaccurate customs information or failure to arrange proper customs clearance shall be the responsibility of the buyer.

DELIVERY TIME:

Orders for goods in stock will be shipped within two days of payment or credit approval. Backordered goods will be acknowledged with best possible shipping date. This acknowledgment is a final expression of the agreement between the Buyer and Seller. Seller shall not be responsible for any loss or damage caused by delays beyond our control, including but not limited to acts of God, flood, war, government action, accident, labor trouble or shortage or inability to obtain material, equipment or transportation. If resulting delay occurs, shipments may be suspended and resumed upon removal of such cause.

Additional charges incurred for address corrections after shipment, C.O.D. charges, and Saturday deliveries will be added and are the full responsibility of the customer. Additional freight surcharges may apply and will be added to the Invoice.

PAYMENT TERMS:

Seller reserves the right to request 50% deposit with order; balance due prior to delivery. If the buyer elects to pay by credit card, Seller will add a convenience fee of 2.75% of the Net Order for individual transactions of $2,500 or more.

CLEANING AND MAINTENANCE:

See Cleaning and Maintenance

CLAIMS:

All products should be examined carefully for accuracy and quality before cutting. All claims against Seller (including all facts), such as shortages or errors, must be made in writing and directed to BRAYTON within ten (10) days after delivery. Failure

to make such claims against BRAYTON within such ten (10) day period shall constitute acceptance of the merchandise and waiver of any such shortages, errors or other claims. Cutting or marking of any textile or leather will be deemed acceptance of the yardage or square footage, and waiver of all defects, shortages and errors. Under no circumstances will BRAYTON be responsible for labor charges.

RETURNS:

Returns for first quality goods are accepted at the discretion of Seller. No merchandise may be returned without Seller's consent in advance. Any returns must be in accordance with BRAYTON' shipping instructions and accompanied by a Return Goods Authorization Number (RGA). Return merchandise must not be marked or cut and must be rolled on a tube in good condition. Folded or creased goods will not be accepted. Credit will not be issued unless the merchandise is received at BRAYTON within thirty (30) days after RGA is issued. Shipment must be returned prepaid. There is a 35% restocking charge issued on all authorized returns. No returns will be accepted on special colors, special treatments, or any type of special processing of fabric or leather.

TRADEMARK:

The name BRAYTON® and its product Almost® are registered trademarks.

GOVERNING LAW, JURISDICTION:

These terms and conditions shall be governed and construed in accordance with the Uniform Commercial Code as enacted in the State of North Carolina and other applicable laws of the State of North Carolina. Buyer agrees that the Federal Court of North Carolina, Randolph County, North Carolina shall have the exclusive jurisdiction to hear and determine any claims or disputes between Buyer and Seller, pertaining directly or indirectly to any goods supplied pursuant to the terms and conditions herein contained. Buyer expressly submits and consents in advance to such jurisdiction and any action or proceeding commenced in such courts. The exclusive choice of jurisdiction set forth herein shall not be deemed to preclude the bringing of any action by Seller for enforcement by Seller of any judgment or for any other remedies.

LIMIT OF LIABILITY:

Seller's liability for damages to Buyer for any claim whatsoever, regardless of the form of action (whether in contract or tort, including negligence), shall be limited to actual damages, which in no event shall exceed the amount paid to Seller for the goods. Seller shall have no liability to Buyer (or any person or entity claiming through Buyer) for lost profits, loss of revenue or for incidental, special or exemplary or consequential damages and these are hereby waived by Buyer.

MISCELLANEOUS:

No terms or conditions other than those stated in this Agreement shall be binding

on the Seller unless such modification or additional terms are made in writing and executed by the Seller. The terms and conditions of this Agreement shall take precedence over any different or conflicting terms in any other documents. Acceptance by Seller of Buyer’s order is expressly limited to the terms and conditions contained in this Agreement. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from the Terms and will not affect the validity and enforceability of the remaining provisions. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. Except where a remedy is expressly stated to be the exclusive remedy, the rights and remedies of Seller shall be cumulative and in addition to any other rights or remedies provided by applicable law or equity. The rights and obligations of Buyer shall be Buyer hereunder may neither be assigned nor delegated without the prior written consent of Seller. The proceeding Terms and terms of payment set forth in the order acknowledgement and invoice represent the entire agreement between Buyer and Seller relating to the subject matter herein. The rights and obligations of these terms and conditions will survive the cancellation, termination, completion and/or fulfillment of any order hereunder.

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