

WILLIE WESTON

TRADE TERMS AND CONDITIONS

The following terms and conditions ("**Terms**") form a binding contractual agreement between you, the customer of Willie Weston ("**you**", "**your**") and Willie Weston (ABN 57 287 491 081) ("**we**", "**us**", "**our**", "**Willie Weston**"). By purchasing goods or services from Willie Weston, you agree to be legally bound by these Terms, as amended from time to time. We reserve the right to modify any part of these Terms at any time.

Prices

All transactions are processed in Australian Dollars (AUD) and exclude a Goods and Services Tax (GST). All prices set out in price lists provided to you by Willie Weston are subject to change without notice, including the offering of promotional, discount or higher prices. The price provided to you by Willie Weston will be valid for thirty (30) days.

Lead times

All Willie Weston fabrics, wallpapers and products are made to order. Orders are usually fulfilled within two to three (2 – 3) weeks, however please allow a maximum of four (4) weeks lead time. To the maximum extent permitted by law, we shall not be liable for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery or delay.

Order processing and payment

To place an order email sales@willieweston.com. A confirmation email with an invoice will then be sent to you. This invoice must be reviewed and Willie Weston notified of any adjustments. This document supersedes all prior correspondence in relation to your order (verbal, written, graphic or otherwise). Payment of this invoice must be paid in full prior to printing commencing. Once your order has been fulfilled you will receive a second email confirming it has been dispatched. Payments may be made via electronic bank transfer or other payment method outlined by Willie Weston.

Changes to orders and order cancellation

Once your order has been submitted to Willie Weston, any request for subsequent changes must be sent in writing. Variations and changes to orders after payment has been made cannot be guaranteed and shall be at Willie Weston's sole discretion. Any variation agreed to by Willie Weston may incur additional costs, which shall be notified to you. Cancellations must be sent in writing and if requested after payment has been made will incur a cancellation fee of 50% of total order value.

Minimum order quantities

Willie Weston requires a minimum of two (2) metres per fabric type, per order. Our Commercial Grade Fabrics and Wallpapers are printed to the nearest full repeat height. Repeat heights vary and can be found in our fabric specifications. Orders for these bases will be rounded up to the nearest repeat height. For example, if you order 8.5 metres and the nearest design repeat is 8.7 metres, Willie Weston will supply and invoice you for 8.7 metres. We are happy to provide a quote prior to placing your order.

Delivery

If access to your specified delivery address will be difficult for the person delivering (e.g. stairs, lift, steep driveway, etc.), please provide us with written details when placing your order. Please note, we cannot guarantee delivery times. If your order does not arrive within a reasonable time please contact Willie Weston by email or phone.

Shipping costs

Willie Weston fabrics, wallpapers and products can be shipped worldwide. Shipping costs are at your expense and will be listed on your invoice. International orders may be subject to customs fees, import duties and taxes, and these charges are your responsibility. We cannot guarantee international delivery times and international orders may be subject to customs clearance delays.

Title and risk

Title and risk in the goods shall pass to you upon payment and dispatch of the order. Willie Weston shall not be responsible whatsoever (howsoever caused) for any damage or loss caused to the goods after title and risk has passed to you.

Inspection of goods and returns

You must inspect all goods upon delivery and notify Willie Weston in writing within 48 hours of receipt of any damage to the goods delivered. Where goods are delivered to third parties, it is your responsibility to check the order has been supplied to your satisfaction. Returned goods shall be subject to inspection by Willie Weston to verify such damage prior to any replacement or credits being granted. To the extent allowed under law, no refunds will be provided for any defective goods that can be reasonably rectified by Willie Weston. If a replacement is required, there may be a wait period of up to four (4) weeks. Any failure to notify Willie Weston within the timeframe specified shall be deemed acceptance by you that the goods are free from any damage whatsoever.

Please choose carefully before placing an order. We do not offer refunds for change of mind or wrong selection including for customised products.

If any legislation operates to prohibit or restrict the exclusion, restriction or modification of any implied warranties, conditions or obligations, then to the full extent permitted by law, Willie Weston limits its liability in respect of any such claim to, at its option:

- i. The replacement of the goods or the supply of equivalent goods;
- ii. The repair of the goods;
- iii. The payment of the cost of repairing the goods, or replacing the goods or of acquiring equivalent goods.

Quotations

Quotations including those for customised goods (i.e. goods with specifications different to those advertised by Willie Weston) are valid for 30 days barring errors or omissions. An additional freight component may be charged for delivery of ordered goods.

Product appearance

Willie Weston makes every effort to ensure its products are displayed as accurately as possible on the Website and all printed and electronic material. However, the actual colour of products may be different to how they appear on your screen or in print. We cannot guarantee that the display of any colour on your screen or in print will exactly reflect the colour of the goods on delivery. We print our fabrics with the latest digital technology and are confident the colour accuracy between batches is very high. However as with any type of printing batches may differ slightly from a swatch or from previous batches. We do not guarantee 100% colour accuracy between different print batches.

Our Natural Linen and Natural Belgian Upholstery fabrics are made from natural fibres. Subtle imperfections such as slubbing and yarn variation are part of their character, and may affect the consistency of the printed surface.

Due to the nature of the digital printing process, slight shrinkage can occur in both the warp and the weft of fabrics. Please ensure you keep this in mind when placing an order.

Product specifications

All drawings, dimensions, samples and specifications are intended as a guide only. Willie Weston reserves the right to change, alter or modify the design, dimensions, construction or costing of any product at any time without prior written notice.

Design modifications

Product modifications outside the standard specifications may be possible. Please make all modification requests via email. All modification requests are subject to Willie Weston's approval. Additional lead times and surcharges will apply.

Proper use

It is imperative that you follow all care, maintenance and assembly instructions provided by Willie Weston for the safe use and longevity of your goods. Willie Weston cannot offer refunds, replacement or free repair for goods that are damaged through misuse, including by failure to follow care, maintenance or assembly instructions.

Intellectual property

You acknowledge that all intellectual property (whether registered or unregistered) including copyright, designs, techniques, methods of manufacture, photographs, trade marks, registered designs, specifications and/or other information relating to Willie Weston products shall vest at all times with Willie Weston and/or its licensors. You further acknowledge that the intellectual property rights in all Willie Weston content made available to you via any printed or electronic material remain the property of Willie Weston and/or its licensors. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of intellectual property or content owned by Willie Weston, without the prior consent of Willie Weston.

Notwithstanding anything to the contrary, should you wish to create your own images of any Willie Weston product for promotional purposes, Willie Weston reserves the right of approval over use of such images. Otherwise Willie Weston will supply images for promotional use, upon request. In all instances where you promote or offer any Willie Weston product in any printed or electronic material, you must include the brand name "Willie Weston" alongside any description or image of the product.

Indemnity

You hereby agree to indemnify and hold Willie Weston, its officers, employees, contractors, agents, affiliates, successors, assigns, suppliers and licensors harmless against any claims, actions, proceedings and suits and all related liabilities, losses, damages, judgments, settlements, penalties, fines, costs and expenses (including legal expenses) arising out of:

- a) Your misuse of any Willie Weston products;
- b) Your breach or alleged breach of this Agreement;
- c) Your infringement of any law, rule, regulation or rights of others in connection with your use of Willie Weston products; or
- d) Your use or disclosure of another person's personal information including any financial or billing information which you are not authorised to use or disclose.

Governing law

This Agreement shall be governed and construed in accordance with the laws of the State of Victoria, Australia and you irrevocably submit to the non-exclusive jurisdiction of the Courts of such State in resolving any disputes.

Privacy policy

Willie Weston is committed to protecting your privacy rights and personal information. Please refer to our Privacy Policy to see how information submitted by you is protected and used.

Entire agreement

These Terms constitute the entire agreement between the parties and shall supersede any and all preceding and contemporaneous agreements between you and Willie Weston.

For any additional questions, please email Willie Weston on sales@willieweston.com