

Atelier Terms of Trade

Account Terms

- Your account will be classified as a **Cash Account**, requiring **full payment at the time of order**.
 - Existing clients with historical **Trading Accounts** (with payment due by the 20th of the month following the invoice) are required to settle all invoices by the due date. **Overdue balances will accrue interest at 18% per annum**, calculated daily until paid.
 - In the event of non-payment, debts referred to a collection agency will incur **collection costs of 25%** of the outstanding balance, payable by you.
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Product Responsibility

By opening an account with Atelier, you confirm that you have the appropriate expertise to specify suitable products for each intended application. Atelier is not responsible for ensuring product suitability for specific installations.

Order & Shipping Policy

- We do not offer a collection service. All orders will be shipped via **courier**, unless otherwise agreed at the time of ordering.
 - **Full payment (100%) is required at the time of order.**
 - If Atelier arranges freight, customs clearance, or duties (e.g., for Made-to-Measure items), these charges will be added to your invoice and must be paid prior to delivery.
 - Atelier reserves the right to **deactivate or close inactive accounts without prior notice**.
 - Orders on overdue accounts may be placed on hold until full payment is received.
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Pricing

- All prices are **wholesale** and **exclusive of Goods and Services Tax (GST)**.
- Prices and product availability are subject to change without notice.
- Invoices will reflect the prices current at the **time of dispatch**.
- Bulk discounts (typically for orders exceeding 50 metres) may be available; please enquire at time of order.
- Discounts are conditional upon full payment being received on or before the due date.

- Price adjustments due to **tariffs, duties, government charges, or currency fluctuations** will be passed on to you.
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Order Requirements & Acceptance

- Orders must clearly state the **brand, fabric name, colour, code, quantity, reserve/CFA details and full delivery address (including post code)** . Please include any details you wish marked on the parcel.
- All orders are subject to acceptance by Atelier and will be confirmed via email. **It is your responsibility to review the order confirmation carefully.**
- Incent orders are placed daily. Once submitted, cancellations are generally **not accepted**. If accepted by the supplier, **restocking fees of 30% or more** may apply.
- **Returns** are subject to supplier approval and, if accepted, all return costs (including freight, duties, and restocking fees) are payable by you.
- Returns for Atelier stock items also incur a restocking fee.

Important: If you confirm a telephone or oral order in writing without clearly indicating it is a confirmation, you will be responsible for any resulting duplicate orders and associated costs.

Fabric Orders & Specifications

- **Minimum order quantities** vary by brand (usually 1 metre or 1 yard). Small orders may incur a cutting fee.
 - Unless specific cut measurements are provided, multiple pieces may be provided.
 - Fabric variations in **colour, weave, yarn, width, and length** are normal and not considered defects. Natural fibre movement may result in **variations of 3–5%, or up to 7% for linen.**
 - **Cuttings for Approval (CFA):** If requested, reserves will be held for 1–2 weeks. Approved CFAs must be referenced on your order.
 - **Pattern repeats** are approximate and subject to batch variation. This is especially relevant for curtains, drapery, and blinds. Please confirm any **half-drop repeats** as they will affect fabric requirements.
 - **Handloomed and hand-spun fabrics** often include natural irregularities. These are inherent characteristics, not flaws.
 - Side-matching on **ikats, stripes, checks, plaids, and ribbed patterns** may not be precise.
 - For **Roman blinds**, please advise if the fabric is a check or plaid when ordering.
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Fabric Performance and Care

- All represented brands offer fabrics designed for **interior use** with light resistance appropriate to their intended application. However, **natural fading** will occur over time due to exposure.
 - New Zealand's high UV and IR radiation levels necessitate caution; no warranty is offered on lightfastness except for **Perennials** and **Maria Flora**. **Perennials** 100% solution-dyed acrylic fabrics are backed by a no-fade warranty valid for five years from the date of purchase. All additional **Perennials** products (including Hi 'n Dri) constructed of other solution-dyed fibres are guaranteed against fading for three years. **Maria Flora's** solution-dyed acrylic fabrics are backed by a three year no-fade guarantee from the date of purchase (exclusive of their prints).
 - For enhanced lightfastness, consider **solution-dyed acrylic, & Trevira CS** options.
 - Please be aware that some 'indoor/outdoor' fabrics should not be used 'continuously' outdoor in New Zealand. Please consult with the Atelier team for appropriate use.
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Tolerances and Limitations

- All fabrics comply with international industry tolerances. **Minor blemishes, imperfections, or deviations** in colour or weave are not grounds for claims.
 - **Embossed and moiré fabrics** are not suitable for humid conditions or cleaning.
 - **Velvets** may display natural crushing or mirroring from transport – these are not faults.
 - Custom treatments (e.g., Teflon coating, fire retardancy) are applied at your own risk; Atelier accepts no liability.
 - Atelier is not responsible for **workroom craftsmanship**. Proper installation and application are your responsibility.
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Client Responsibility

Atelier's fabrics are sold to **industry professionals**. You are solely responsible for selecting appropriate products for the intended use. Atelier does not assume liability for advising your end clients. You rely on your **own knowledge and expertise**.

Many products have **certifications and testing data** available upon request.

Wallpaper / Wallcoverings

- Atelier's liability for wallcovering installation is limited to the **first two panels or drops**. We will not accept responsibility for additional labour or installation costs.
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Sample Policy

- All loan samples remain the property of Atelier, whether loaned directly to you or a third party.
 - **Lost or damaged samples** will be invoiced at replacement cost.
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Delivery and Risk

- Delivery timelines are **estimates only** and not guaranteed. We will notify you of any known delays.
 - Split shipments requested at your expense may incur additional charges.
 - **Risk passes to you once goods leave our warehouse.**
 - Refusal or failure to accept delivery may result in **contract termination**, with you liable for all associated losses and costs.
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Returns & Claims

- All goods must be thoroughly **inspected upon receipt**, whether delivered directly to you or a third party on your behalf.
- Any issues must be reported **immediately by phone**. Replacement stock (if available) will be reserved in anticipation of return.
- **Claims will not be accepted once the fabric has been cut.**
- Faults must be reported in writing within **7 days of receipt** to: jenettec@atelier.co.nz, or your Atelier contact, including:
 - Nature of the fault
 - Photographs
 - Required quantity to complete the job
 - Invoice number

Our liability is limited to the value of the original invoice. Claims received outside the 7-day window may be subject to depreciation (25% per year in year one, 40% per year thereafter).

Liability Limitation

Unless otherwise stated:

- All warranties and implied terms are fully excluded as permitted by law.
- If any statutory warranty cannot be excluded, Atelier's liability is limited to:
 - For services: re-supply or reimbursement of cost.
 - For goods: replacement, equivalent goods, or repair.
- Maximum liability will not exceed the original invoice amount.

- We are not liable for any indirect, special, or consequential losses, including loss of profit or business interruption.

Goods are supplied strictly for **business use**. Accordingly:

- The **Consumer Guarantees Act 1993 (CGA)** does not apply.
- Warranties and guarantees implied by the **Sale of Goods Act 1908** are also excluded.

Where goods are purchased for **personal or domestic use**:

- You must ensure that end users are supplied under terms that exclude CGA liability, where legally permissible.
 - If you resell these products, you must require your customer (and all downstream customers) to also contract out of the CGA where appropriate.
 - You indemnify Atelier against any failure to do so.
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