

### 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 1½% 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 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 leather alternative 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. This is 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 cancelled without written consent from Bernhardt Textiles. If approved, cancelled orders will be subject to a 25% handling charge. No cancellations will be permitted once the fabric has been cut.

### Shipping

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

When selecting a carrier, Bernhardt Design 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 Design. Furthermore, Bernhardt Design 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 Design 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.

In the event delivery is made on a Bernhardt truck, the goods should be carefully inspected for transit damage when unloaded. If the contents are damaged the driver is to be notified to call his dispatcher for immediate disposition. 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 a 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 well as 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. 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 insure 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 two weeks for processing.**

**Acrylic Backing**

A back coating that provides stability, eliminates fraying, and prevents adhesive bleed through.

5-54 yards	Minimum \$125.00
55 yards or more	\$2.50 per yard net

**Stain Resistant Finish**

A soil and stain resistant finish for upholstery and panel fabrics.

5-54 yards	Minimum \$100.00
55 yards or more	\$2.00 per yard net

**Flame Retardant Treatment**

Contact your Bernhardt Textiles Account Executive.

**Nano-Tex®**

A long-lasting spill and stain resistant finish. Contact your Bernhardt Textiles Account Executive for a list of pre-approved patterns.

5-30 yards	Minimum \$150.00
31 yards or more	\$3.50 per yard net

**Nano-Tex® with Breathable Moisture Barrier**

A stain resistant finish with a breathable moisture barrier applied to prevent the passage of fluids and stains. Contact your Bernhardt Textiles Account Executive for a list of pre-approved patterns.

5-25 yards	Minimum \$200.00
26 yards or more	\$9.00 per yard net

**Breathable Moisture Barrier**

A breathable moisture barrier applied to in-stock Nano-Tex® patterns to prevent the passage of fluids and stains. Contact your Bernhardt Textiles Account Executive for a list of pre-approved patterns.

5-25 yards	Minimum \$200.00
26 yards or more	\$7.00 per yard net

**Note:** Other finishes and backings may be available in addition to those listed above. Contact your Sales Representative for a quote or further information regarding any other additional finish. Bernhardt Textiles does not warrant additional finishes.

**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 the 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, Bernhardt Textiles 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 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.

## fire retardancy

Flammability testing determines a fabric's resistance to burning.

Upholstery	California Technical Bulletin 117-2013 Section E
Direct Glue Wallcoverings	ASTM E84-07 (adhered method)
Panels and Upholstered Walls	ASTM E84-07 (unadhered method)
Drapery	N.F.P.A. 701 Method 1

## colorfastness to light

Colorfastness to light is the degree to which fabric will retain its color when exposed to light.

Upholstery	AATCC 16 Option 1 or 3-2003 Class 4 Minimum at 40 hours
Direct Glue Wallcoverings	AATCC 16 Option 1 or 3-2003 Class 4 Minimum at 40 hours
Panels and Upholstered Walls	AATCC 16 Option 1 or 3-2003 Class 4 Minimum at 40 hours
Drapery	ASTM 16 Option 1 or 3-2003 Class 4 Minimum at 40 hours

## abrasion

**A** heavy duty

**a** general contract

Abrasion is the ability of a fabric to withstand damage from wear and rubbing. There is a general contract specification as well as a heavy duty specification.

General Contract	ASTM D4157-02 (ACT approved #10 cotton duck) 15,000 double rubs Double Rubs Wyzenbeek Method or ASTM D4966-98 (12 KPa pressure) 20,000 cycles Martindale method
Heavy Duty Upholstery	ASTM D4157-02 (ACT approved #10 cotton duck) 30,000 double rubs Double Rubs Wyzenbeek method or ASTM D4966-98 (12 KPa pressure) 40,000 cycles Martindale method

## colorfastness to wet & dry crocking

Colorfastness to wet & dry crocking refers to the rubbing off of color from the fabric onto clothing, hands or other materials and can occur under wet or dry conditions.

Upholstery	AATCC 8-2001 Dry Crocking, Class 4 minimum Wet Crocking, Class 3 minimum
Direct Glue Wallcoverings	AATCC 8-201 Dry Crocking, Class 3 minimum Wet Crocking, Class 3 minimum
Panels and Upholstered Walls	AATCC 8-2001 Dry Crocking, Class 3 minimum Wet Crocking, Class 3 minimum
Drapery	AATCC 8-2001 (solids) Dry Crocking, Class 3 minimum Wet Crocking, Class 3 minimum AATCC 116-2001 (prints) Dry Crocking, Class 3 minimum Wet Crocking, Class 3 minimum Class 3 minimum

## physical properties

Piling is the formation of fuzzy balls of fiber on the surface of a fabric that remain attached to the fabric. Breaking strength is the measurement of stress exerted to pull a fabric apart under tension. Seam slippage is the movement of yarns in a fabric that occurs when it is pulled apart at a seam.

Upholstery	Brush pill ASTM D3511-02, Class 3 minimum Breaking strength ASTM D5034-95 (2001) (Grab Test) 50 lbs. minimum in warp & weft Seam slippage ASTM D4034 25 lbs. minimum in warp & weft
Panels and Upholstered Walls	Breaking strength ASTM D5034-95 (2001) (Grab Test) 35 lbs. minimum in warp & weft
Drapery	Seam slippage ASTM D3597-434-75 for fabrics over 6oz./sq. yard, 25 lbs. min. in warp & weft Seam slippage ASTM D3597-02-D434-95 for fabrics under 6oz./sq. yard, 25 lbs. min. in warp & weft

## cleaning codes

### Code S

#### Recommended Cleaning Instructions

To prevent overall soil, frequent vacuuming or light brushing to remove dust and grime is recommended. Spot clean, using a mild water-free solvent or dry cleaning product. Clean only in a well ventilated room and avoid any product containing Carbon Tetrachloride or other toxic materials. Pretest small area before proceeding. Cleaning by a professional furniture cleaning service only is recommended.

**Caution:** Never remove cushion covers for separate dry cleaning or washing, even though they do have zippers. Do not use bleach at any time. The use of steam or water-based cleaners may cause excessive shrinking or staining of this particular fabric. Do not use any tumble method of cleaning service as this may destroy the backing of the fabric or shrink or otherwise damage the upholstery fabric.

### Code W

#### Recommended Cleaning Instructions

To prevent overall soil, frequent vacuuming or light brushing to remove dust and grime is recommended. Spot clean, using the foam only from a water-based cleaning agent such as a mild detergent or non-solvent upholstery shampoo product. Apply foam with a soft brush in a circular motion. Vacuum when dry. Pretest small area before proceeding. Use a professional furniture cleaning service when an overall soiled condition has been reached.

**Caution:** Never remove cushion covers for separate dry cleaning or washing, even though they do have zippers. Do not use bleach or any tumble method cleaning as this may destroy the backing of the fabric or shrink or otherwise damage the upholstery fabric.

### Code WS

#### \*Recommended Cleaning Instructions

To prevent overall soil, frequent vacuuming or light brushing to remove dust and grime is recommended. Spot clean, with a mild solvent, an upholstery shampoo, or the foam from a mild detergent. When using a solvent or dry cleaning product, follow instructions carefully and clean only in a well ventilated room. Avoid any product which contains Carbon Tetrachloride or other toxic materials. With either method, pretest a small area before proceeding. Use a professional furniture cleaning service when an overall soiled condition has been reached.

**Caution:** Never remove cushion covers for dry cleaning or washing, even though they do have zippers. Do not use bleach or tumble method cleaning service as this may destroy the backing of the fabric or shrink or otherwise damage the upholstery fabric.

**\*Bleach Cleanable Fabrics:** Bleach cleanable with 5:1 water/household bleach solution that must be extracted within 30 seconds.

### Code X

#### Recommended Cleaning Instructions

Clean this fabric only by vacuuming or light brushing to prevent accumulation of dust or grime. Water-based foam cleaners or solvent-based cleaning agents of any kind may cause excessive shrinking, staining or distortion of the surface pile and, therefore, should not be used.

**Caution:** Never remove cushion covers for separate dry cleaning or washing, even though they do have zippers. Do not use any tumble method or cleaning service as this may destroy the backing of the fabric or shrink or otherwise damage the upholstery fabric.