



WEB SITE USAGE :

Disclaimer

Veronica Textiles monitors the quality of the information available on this Internet site and updates the information regularly. We do not however guarantee the accuracy, reliability, currency or completeness of any material contained on this Internet site or on any linked site. In no event will we be liable to any person or entity for any direct, indirect, consequential, incidental, exemplary, multiple, punitive, special or other damages under any law for any use or reliance upon the information available on or through this Internet site. Fabrics purchased may vary in terms of quality and colour. Exact colour matches from order to order cannot be guaranteed. Quotes are valid for a maximum of 30 days from date of issue.

Links to external Internet sites

This Internet site may contain links to other Internet sites of other companies. Veronica Textiles takes reasonable care in linking Internet sites, but we are not responsible for the privacy practices or the content of such sites. We encourage you to read and understand the privacy policies on those sites prior to providing any information to them. Links to external Internet sites do not constitute an endorsement or a recommendation of any material on those sites or of any third party products or services offered by, from or through those sites.

Changes to information

The information, products and services contained or referred to on this Internet site may change or be updated without notice.

PRIVACY POLICY :

Privacy statement

At Veronica Textiles, protecting your privacy and the confidentiality of your “ personal information” is very important to us and is fundamental to the way we serve you. Personal information is information relating to an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion provided. We believe that our Privacy Policy complies with the requirements of the Privacy Act 1988.

Collection of personal information

We will only collect personal information from you by lawful and fair means and only with your consent. The information collected will only be used for the purpose for which it was collected.

Security of information

Veronica Textiles will not disclose your personal information unless the law permits it or your permission is given. We assure you that we will take all reasonable steps to ensure that your personal information is protected and kept confidential and that your personal information will only be used by us to fulfil our legitimate functions.

Direct marketing

From time to time we may use the personal information we collect from you to identify particular products and services, which we believe may be of interest and benefit to you. We may then contact you to let you know about these products and services and how they may benefit you. If you do not wish to receive direct marketing information from us, please let us know.

PRIVACY POLICY *continued* :

Web site visit data

When you visit our web site, our server logs the following information, which is provided by your browser for statistical purposes only :

1. The type of browser and operating system you are using.
2. Your Internet Service Provider and top level domain name (for example - .com,.gov,.au,.uk etc).
3. The address of any referring web site (for example – the previous web site you visited).
4. Your computer's IP (Internet Protocol) address (a number which is unique to the machine through which you are connected to the internet).

We will only use this information in assessing and improving the use of our web site. No attempt will be made to identify users or their browsing activities, except where required by or under law.

Access to your personal information

Veronica Textiles will, upon your request, and subject to applicable privacy laws, provide you with access to your personal information held by us.

Credit card information

Credit card transactions are processed manually at the premises of Veronica Textiles at an electronic funds transfer point of sale (EFTPOS) terminal. We have in place generally accepted standards of technology and operational security in order to keep your credit card details safe.

TERMS & CONDITIONS OF TRADE

IN THESE CONDITIONS:

- 1) "The Company" means Majic Pearl Pty. Ltd. A.C.N. 113 904 975 A.T.F. the Evans Family Trust A.B.N. 75 340 289 602 trading as Veronica Textiles of 59 Grange Road Cheltenham, Victoria, 3192, Australia, which is the manufacturer and seller of the goods.
- 2) "The Customer" means the purchaser of goods or services.
- 3) "The Goods" means the products without restricting the foregoing, including any fabric printed or unprinted or sold by the company.
- 4) Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the affect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.

5) **GENERAL**

These conditions (which shall only be waived in writing signed by the Company) shall prevail over all conditions of the Customer's order to the extent of any inconsistency.

6) **TERMS OF SALE**

The goods and all other products sold by the Company are sold on these terms and conditions.

7) COMPANY'S QUOTATIONS

Unless previously withdrawn, the Company's quotations are open for acceptance within the period stated therein or, where no period is so stated, within thirty (30) days of the date thereof. The Company reserves the right to refuse any order based on this quotation within thirty days after the receipt of the order.

8) DRAWINGS

All specifications, drawings, and particulars of dimensions submitted to the Company are approximate only and any deviation shall not be taken to vitiate any contract with the Company or form grounds for any claim against the Company.

9) DELIVERY

Delivery times made known to the Customer are estimates only and the Company shall not be liable for late delivery or non-delivery and under no circumstances shall the Company be liable for any loss, damage or delay occasioned to the Customer or its Customers arising from late or non-delivery.

10) LOSS OR DAMAGE IN TRANSIT

- (a) The Company's liability for loss or damage to goods in transit shall be limited to circumstances where delivery has been arranged by the Company. In such circumstances the Customer must notify the Company in writing immediately loss or damages is discovered on receipt of the goods and shall lodge a claim in writing with the Company within three (3) days of receipt of the goods. The Company's liability shall be limited to the cost of replacing the goods.
- (b) The Company is not responsible for any loss or damage to goods in transit save where set out in the preceding paragraph. The Company shall render assistance to the Customer as necessary to press claims on carriers provided the Customer shall have notified the Company and the carriers in writing immediately loss or damage is discovered on receipt of goods and shall lodge a claim with the carrier within three (3) days of the date of receipt of the goods.

11) GUARANTEE

The Company's liability of the goods manufactured by it is limited to making good any defects by repairing same or at the Company's option raising a credit against future orders or by replacement within a period not exceeding 14 days after the goods have been despatched, provided that:-

- (a) defects have arisen solely from faulty materials or workmanship;
- (b) the goods have not received maltreatment, inattention or interference;
- (c) accessories fitted to the goods are done so at the Customer's risk;
- (d) provided that the goods have not been cut or used in any manner or form.

12) The Company shall not be liable for and the Customer releases the Company from any claims in respect of faulty or defective design of any goods supplied unless such design has been wholly prepared by the Company and the responsibility for any claim has been specifically accepted by the Company in writing and in any event the Company's liability hereunder shall be strictly limited to the replacement of the defective items in accordance with Paragraph 12 (a) of these Conditions.

(a) Except as provided herein, all expressed and implied warranties, guarantees and conditions under Statute or General Law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded and the Company shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the goods or arising out of the Company's negligence or in any way whatsoever.

13) The Company's liability for a breach of a condition or warranty implied by Division 2 Part V of the Trade Practices Act 1974 (other than Section 69) is hereby limited to:-

(a) in the case of goods, any one or more of the following:-
A. the replacement of the goods or the supply of the equivalent goods;
B. the repair of the goods;
C. the payment of cost or replacing the goods or of acquiring equivalent goods;
D. the payment of cost of having the goods repaired.

14) The Company's liability under Section 74 H of the Trade Practices Act 1974 express liability to pay the Customer an amount equal to:-

(a) the cost of replacing goods;
(b) the cost of obtaining equivalent goods;
(c) the cost of having the goods repaired, whichever is the lowest amount.

15) **PRICES**

Unless otherwise stated all prices quoted by the Company are net, exclusive of Goods and Services Tax (GST). Prices quoted are those ruling at the date of issue of the quotation and are based on rates of freight, insurance, customs duties, exchange, shipping expenses, sorting, stacking, charges, cartages, costs of materials and other charges effecting the cost of production ruling on the date it is made and any alterations thereto either before acceptance of or during the currency of the contract shall be to the Customer's account.

16) (a) **COPYRIGHT WARRANTY**

The Customer hereby warrants and certifies that it has the sole and exclusive property and right to use any trade mark or design contained in orders given to the Company and hereby warrants and certifies that it does not breach any laws regarding trade mark, copyright and design.

(b) **COPYRIGHT INDEMNITY**

The Customer in the event that it does not have sole property in any trade mark, patent or design the Customer hereby indemnifies the Company for any claim for breach therein.

(c) COPYRIGHT WARNING

Our designs are protected by copyright and by the provisions of the Copyright Act. Certain designs are also protected by the Designs Act. The designs are the exclusive property of Veronica Textiles. Any unauthorised use will render the party liable to an action for damages, exemplary (punitive) damages and destruction of the fabric bearing the unauthorised design or copy. Unauthorised use includes the handling and offering for sale by both wholesaler or retailer, and the printing and distribution of fabric bearing the designs of Veronica Textiles.

Any party who suspects (Gray: "who has") that they may have in their possession fabric which bears the unauthorised application of the designs of Veronica Textiles should contact Veronica Textiles without delay to clarify their position. The penalties for breach of Copyright or the unauthorised use of registered design are severe.

17) PAYMENT

Purchase terms in relation to goods shall be payment before delivery unless other terms of payment are expressly stated herein in writing. In the event that payment is outstanding for more than the written terms agreed to by the Company, the Company shall be entitled to charge interest at a rate of two (2) percent above the prime lending rate as fixed by the National Australia Bank from time to time.

18) RIGHTS IN RELATION TO GOODS

The Company reserves the following rights in relation to the goods until all accounts owed by the Customer to the Company are fully paid:-

- (a)** legal ownership of the goods notwithstanding the fact that the Customer may supply the base cloth to the Company;
- (b)** to enter the Customer's premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage in retaking possession of the goods;
- (c)** to keep or resell any goods repossessed to (b) above;
- (d)** if the goods are resold, or products manufactured using the goods that are sold by the Customer, the Customer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as beneficial property of the Company and shall pay such amount to the Company upon request. Notwithstanding the provisions above the Company shall be entitled to maintain an action against the Customer for the purchase price and the risk of the goods shall pass to the Customer upon delivery.

- 19)** Any property of the Customer under the Customer's custody or control shall be entirely at the Customer's risk as regards loss or damage caused to the property or by it.

20) LENGTH

The Customer acknowledges that the goods are within 30% of that length measured by the Company's representative and the Customer acknowledges an allowance of three (3) percent for variation of the material length.

21) STORAGE

The Company reserves the right to make a reasonable charge for storage if delivery instructions are not provided by the Customer within fourteen (14) days of the request by the Company for such information and the Customer acknowledges that the goods are stored at the Customer's risk and it is the Customer's obligation to maintain a cover of insurance for loss and damage.

22) CUT FABRIC

Before cutting the fabric:

- check that it is the correct quality, colour and quantity
- check that the dye fastness is tested prior to co-ordination with any other fabric
- make sure that thorough trials are made before proceeding with any special finishes or effects (i.e. overdye, overprint, acid wash, etc.)

23) CLAIMS

Notwithstanding the foregoing the Customer should satisfy themselves with respect to suitability and fitness for purpose of the goods prior to the Customer cutting the fabric and any claims should be made in writing within seven (7) days of receipt of the fabric.

No responsibility will be accepted for fabric after it has been cut or changed in any form.

24) RETURNED GOODS

The Company shall not be under any obligation to accept goods returned by the Customer and will do so only on terms to be agreed in writing in each individual case on the appropriate claims procedure form.

25) GOODS SOLD

All goods to be supplied by the Company shall be as described on the purchase order as agreed by the Company and the Customer and inscription on such purchase order modified as so agreed it shall prevail over all other descriptions including any Customer's specification or enquiry.

26) SECONDS

The Customer acknowledges that due to the nature of the manufacturing process certain defects may occur in production. The Customer further acknowledges that where the goods have less than five per cent (5%) defects they shall not seek any deduction or make any claim therein.

27) CANCELLATION

No order may be cancelled except with the express written consent of the Company and in such cases the Customer will indemnify the Company against all losses and the Customer acknowledges that the Contract is made in the State of Victoria and the parties agree to submit all disputes arising between them to the Court of such State in the competent jurisdiction to hear disputes arising there from.

28) GOVERNING LAW AND JURISDICTION

The proper law of the contract between the Company and the Customer is the law of the State of Victoria. The Customer submits to the non-exclusive jurisdiction of the courts of the State of Victoria.

Know Your Rights : see website - www.consumer.vic.gov.au