廣鄰實業有限公司 KUANGING INDUSTRIAL CO., LTD. Tel: (02) 8992 6948 Fax: + 886 2 8992 6947 Skype: kuanging 新北市新莊區新泰路 428 號 2 樓 統一編號: 70710004 E-mail: info@kuanging.com 2F., 428, Hsin Tai Road, Hsin Chuang Dist., New Taipei City 24242, Taiwan ROC

Terms of sale and Conditions

Version:TC190812

- When inquiring about an order be sure to reference the pattern name and number, color and yardage required.
- When inquiring about a Custom Development please send the sample(s) to us along with fabric specifications (width, durability, fire code, content, etc.) and if possible budget pricing.
- If you are only able to supply a picture or specification of the fabric you want us to quote for a Custom Development, we will only be able to give you a cost estimate. Once a strike off or substance is constructed we will be able to give you the exact cost of the fabric.
- All inquiries regarding ordering fabric, current inventory, delivery information or price quote should be directed to either your local Sales Representative or E-mail <u>info@kuanging.com</u>
- When placing an order be sure all information is provided, including pattern name/number, color, shipping instructions, side marks, additional treatments, end use and other requirements.
- For current Dye Lot matching please request a cutting for approval. Kuanging will reserve your fabric for a 15-day period.
- Additional charges will be applied for any special treatments and instructions.
- All in-stock fabric orders are subject to existing substance and condition that include rubs, fire code, application and etc.
- All in-stock fabric orders are subject to overages of 3-5% and 10% for Custom Developments.
 More tolerance is applicable on all custom-made products and orders that are processed with special treatments.

- Standard delivery time for in-line items is 7-10 working days. If an in-line fabric is out of stock, delivery is 25 working days or less. Regular fabric is about 30-45 days. All Custom Development fabrics (based on receipt of the Deposit and amount of yards ordered) are generally 45-60 days. We're pleased to provide the delivery time based on items of assorted patterns and quantities. Kuanging will do our best to deliver within your time requirements.
- Although Kuanging does our best to match previous Dye Lots to industry standards, variations may occur. If a specific match is required, please submit a cutting with you order or ask for a cutting from our current inventory. All fabrics should be carefully inspected before cutting to ensure quality, workmanship and color variations. Right is reserved to make technical modifications to any product they deem necessary without prior notification.
- Kuanging is not responsible for any change to our workmanship such as color, pattern, hand, performance ...change due to treatments with outsourced.
- Standard Export is rolled full width on tubes with 1 Poly bag and PP Bag. There is surcharge at special package like carton, roll hanger or outer tube and etc.
- Please specify shipping instructions if a particular carrier is preferred. If no instructions are provided, shipments will be routed by a carrier we deem to be most expedient.
- Kuanging reserves the right to set the terms on all accounts. Regular term of sale is 50% Deposit and balance due before shipping or at sight L/C. If Credit is established terms will be 50% Deposit balance net days from date of invoice. No terms are given Custom Developments (50% deposit, balance due prior to shipping).
- EXW term is performed without notice if buyer changes order to Air, Courier, Portion or Domestic shipment from original quoted; Otherwise Kuanging follows last negotiation that has been set up.
- DDP term exclusive of any domestic Tax/VAT; Buyer is responsible for offering an ID of import/tax and paying additional duty if custom duties are increased later. Delivery quoted by DDP term means time for producing.
- The goods will be supplied in accordance with the specification in the contract and any agreed alteration.
- Fabric cannot be returned for credit after it has been cut or processed. Yardage must be inspected before processing for defects and correctness of pattern, color, quantity and quality.
- Damages that occurs in transit, storage or delivery are also not accepted. Kuanging will not be

responsible for product lost or shortages. Buyer will be responsible for checking its shipment upon delivery for any shortages and condition. Any shortages or evidence of damage to Kuanging's product must be noted on carrier's delivery receipt and reported directly to the carrier's local office.

- No returns or cancellations will be accepted on any custom product or special ordered items once the order is in production.
- Kuanging's quality standard performs with ASTM D5430 Method for inspection production which is the 4-Point system. Acceptable points count standard is 25 Points/100Yds Square per individual roll.
- Unless otherwise expressly indicated in writing within seven days of delivery, The Kuanging
 makes no warranties, express or implied, including, but not limited to, any representations or
 warranties with respect to fitness for a particular purpose or merchantability of its fabrics. In the
 event of The Kuanging's liability, whether based on contract, tort, negligence, strict liability or
 otherwise, buyer's exclusive remedy will be limited to repair the supplied goods or replacement by
 The Kuanging of any defective fabrics for which claim is made by the buyer.
- Kuanging liability for any claim of any kind, including loss or damage resulting from or in connection with the manufacture, sales, delivery, resale, repair or use of any item covered by or supplied under these terms and conditions of sale shall in no case exceed the price of the item which gives rise to the claim. Claims resulting in lawsuits must be filed with the court of competent jurisdiction in Taiwan, ROC and buyer hereby consents to the personal jurisdiction of Taiwan, ROC. The Company shall not be liable for delay or failure in performance hereunder arising from any act of God or nature, strike, labor disruption, government action, lack of materials or other cause not within its control. Any action for breach of this Agreement must be made within one year after the sale.
- Kuanging hold above update or revise that is without notice.