

## TERMS AND CONDITIONS

### Terms

- Invoices must be paid in FULL prior to shipment; this includes all applicable charges

### Pricing

- All prices are designer net per yard F.O.B. New York, New York USA
- Net prices do not include applicable taxes, freight or handling charges
- Invoices reflect net prices plus applicable taxes, freight and handling charges
- Prices are subject to change without notice. Confirm current pricing prior to ordering Reserves
- All reserves are accepted in the order in which they are received and the availability of goods
- Reserves are held for 10 business days after which time they will automatically expire

### Cuttings for Approval

- A CFA (cutting for approval) is supplied upon request
- Dye lot consistency is guaranteed within commercial tolerances
- CFA's are recommended for fabricators and workrooms for identification purposes

### Minimums

- There is a 3 yard minimum order
- There is a \$25 cut fee per item on orders less than 3 yards
- Fabric is sold in ½ yard increments
- Orders with multiple items under 3 yards have their cut fees split in half

### Orders

- Orders may be placed through Place showrooms or directly with Place
- Pattern name, number, color and quantity desired are required with all orders
- Orders are shipped in one piece when stock availability permits
- All orders are subject to acceptance by Place and issuance of a confirmation
- A 50% deposit is required when ordering an item that is out of stock
- Balance plus freight is due prior to shipping
- Order confirmations are formal and binding
- Any requests for changes once confirmation is issued are subject to Place's ability to respond to request
- If payment exceeds the balance due, the difference will be credited to the client's account
- Refunds are not issued; credits are valid for six months from time of issue

### Claims

- All claims must be filed in writing within 10 business days of invoice date
- No claim may be made after a fabric has been cut
- Examine all merchandise for correct color, quantity and quality prior to cutting
- Fabric will not be accepted for credit or return once it has undergone any processing including but not limited to flame-proofing, water-proofing, stain-proofing, backing etcetera.
- Natural characteristics as noted on acknowledgements may not be cause for a claim
- Place shall in no event be liable for labor charges
- There is no guarantee against fading
- Allowances must be made for shrinkage when special processing is specified

### Returns

- A "Request for Return" form must be submitted and approved prior to returning any fabric
- All returns must be authorized in writing by Place management
- There is a 25% restocking fee on balance for all returns

- Returned fabric must be properly packaged and marked in order for credit to be issued
- Returned fabric must be uncut and in original condition
- Returns are credited to client accounts; refunds are not issued
- Credits are valid for six months from time of issue
- Credits may be extended at the discretion of Place management

## **Cancellations**

- Cancellations must occur in writing to Place
- There is a 25% cancellation fee for cancelling an order after confirmation
- Deposits will be forfeited on cancellations of over 35 yards
- Approved cancellations will be credited to client accounts; refunds are not issued
- Credits are valid from six months of time of issue
- Credits may be extended at the discretion of Place management

## **Back as Face**

- There is a \$25 rolling fee associated with all orders designating "back as face"
- There is a \$1.25 per yard inspection fee with a \$15.00 minimum for "back as face" orders

## **Foreign Shipments**

- Customers will provide their own shipping account number for foreign shipments, including Canada, and are responsible for duty and freight charges associated with foreign shipments.
- There is a \$35 handling fee for all foreign shipments including Canada. This fee covers customs documentation and other required paperwork for foreign shipments