

# TERMS & CONDITIONS

## ACCOUNT - TERMS & POLICIES

- Mitchell Fabrics ("MF") sells only to qualified retail businesses with a Retail Sales Certificate.
- Buyer agrees to all terms and to pay within stated terms. MF retains the right to amend terms at any time with or without notice.
- All payments must be made in US Funds as directed by MF. If Buyer fails to pay, Buyer agrees to pay all collection costs including but not limited to: court costs, reasonable attorney fees, and collection agency fees incurred by MF to collect any debt.
- A finance charge of 3% per month will be added to all past due invoices.
- All returned checks and credit card chargebacks are subject to a service charge. Future orders will be held until payment has been made in full.
- MF may suspend or discontinue business at any time at its sole discretion.
- A deposit may be required on large, custom, or special orders and may include cancellation restrictions
- ALL customers must have a Credit Card on file, including accounts with payment terms – which will be utilized for payment in the event that the account balance exceeds the payment due date agreement.
- We accept Visa, MasterCard, American Express, and Discover cards for all orders or account payments.
- In our effort to reduce paper waste and improve invoice efficiency, invoices will be sent electronically to the email address on file or as designated by the account holder.

## ORDERS & PRICING

- Minimum order of 1 yard on all fabric and trim.
- Orders are accepted via email, phone, fax, and online via our website. Your account number is required when placing an order.
- Orders accepted and issued by MF are subject to pricing increases, shipping delays, back orders, credit holds, and other possible delays whether at the discretion of, or not in control of MF.
- A reference number will be provided on every order placed. Please record the reference number for future inquiries.
- An in-stock order may be cancelled without penalty until it is cut for shipping. Once cut or shipped, our return policy applies. If cancelling an order, please note the customer service representative you spoke with as well as the cancellation number provided during the conversation.
- All back orders are considered firm orders and subject to cancellation policy (refer to Returns & Cancellations).
- No returns or cancellations will be accepted on any custom product or special order items once the order is in production from our supplier.
- Prices are subject to change with or without notice. The most current pricelist on the website supersedes all previous pricelists.
- All shipping charges are in addition to the price of the items ordered.

## FABRIC INFORMATION

- Fabric orders can be processed more efficiently if cut lengths are provided. We may need to fill your order with more than one piece to prevent a back order. An order will only be filled with pieces after you have received notification. We also ask for cut lengths to allow extra material in case of flaws found in the fabric while processing.
- All vertical and horizontal repeats listed are approximate and can vary slightly from bolt to bolt.
- The best available dyes are used in our fabrics and we cannot guarantee against color fading through exposure to the sun or moisture. Some colors and fabrics are more susceptible to these conditions, and may have other adverse effects on the fabric.
- Natural silks provide a unique texture to the fabric by creating slubs and variations in color (up to 10%) and texture to the raw silk yarn used in these textiles. Shading, uneven construction, nubs, and inconsistencies are the character of this fabric and are not to be considered flaws or defects.
- We will not be responsible for any labor or fabrication charges incurred due to inherent characteristics of fabrics selected or due to any unreported defects or discrepancies.
- Fabrics cannot be guaranteed to be free of visible flaws, especially when held against the light.
- Except as explicitly stated in these Terms & Conditions, MF does not extend any warranty or guarantee for any MF products.

## DYE LOT MATCHING, RESERVES, & MEMO SAMPLES

- Dye lots can vary from bolt to bolt. For this reason we cannot guarantee an exact match to your sample book. MF is not responsible for variations and if an exact match is desired, you may request a Cutting For Approval (CFA) from our existing stock.
- CFA Reserves will be held for 10 calendar days after the cutting is sent from our warehouse.
- Reserves placed on fabric will be held for 7 calendar days. Once a fabric hold expires, the goods will be released back to inventory without notification.
- Memo samples are available, free of charge in most cases, while quantities last; up to 6 memos will be shipped USPS First Class Mail.
- If more than 6 memos are requested, memos will be shipped UPS at buyer's expense.
- Any sample size greater than what is offered must be purchased in .25 yd increments, with a .5 yd minimum and up to 1 yd at 20% off regular wholesale price at buyer's expense plus shipping.

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## DELIVERY & SHIPMENTS

- Every effort is made to ship your order within 24-48 business hours of the order being placed.
- All fabric orders are shipped via UPS Ground unless otherwise requested. Please advise if expedited shipping is required at the time your order is placed. Expedited shipping charges are applied directly to the order at the Buyer's expense.
- All shipments must be examined for correct pattern, color, quantity, and defects prior to altering the fabric or product in any way including but not limited to cutting, fabricating, treating, and/or finishing. Any defects or discrepancies must be reported within 30 days from date of invoice.
- Shipping charges cannot be adjusted for orders delayed due to serious weather conditions or situations outside of our control.
- All shipments are sent from the MF warehouse. We do not drop-ship directly from our suppliers.
- Shipments damaged or lost in transit are the responsibility of the carrier. Please check all shipments carefully prior to signing or accepting packages. Damaged shipments should be refused. In the event damage is noticed after acceptance, do not open the package. Please take pictures of the damage and contact us immediately to file a claim with the carrier on your behalf.
- Although our responsibility ends when the shipment is picked up from our warehouse, we will process the claim once the inspection has been completed. Please contact us for a replacement order if the request is time sensitive.

## RETURNS & CANCELLATIONS

- No returns or cancellations will be accepted on any custom product or special order items once the order is in production.
- No returns or cancellations will be accepted on discontinued and/or sale items.
- Only phone cancellations are accepted on stock orders and/or items that have not been cut or processed.
- If cancelling an order, please note the customer service representative you spoke with as well as the cancellation number provided during the conversation.
- No return merchandise is accepted more than 30 days following invoice date and without prior authorization.
- All returns are subject to approval and must have a Return Authorization number included on the outside of the package.
- No returns will be accepted if not in our possession 30 days after the date the Return Authorization was issued.
- No returns will be accepted for fabric that has been altered in any way including but not limited to cutting, fabricating, finishing, and/or treating.
- No fabric or trim less than 10 yards is refundable unless MF is at fault.
- Fabric returned through no fault of MF is subject to a 25% restocking fee plus freight charges both ways.
- Refused shipments, customer duplication of orders, or cancellations after shipment has been made are subject to a 25% restocking fee plus freight charges both ways.
- An Internal Credit Memo may be applied to completed Return Authorizations. All customers are responsible for tracking and requesting the application of Credit Memos toward future purchases. Credit Memos are not eligible for a cash or credit card refund. Credit Memos must be used within twelve (12) months from the date of issue.