

# CONDITIONS OF SALE

***Perennials will sell products according to the conditions of sale shown below. Perennials hereby expressly rejects the terms and conditions of any purchase orders submitted to Perennials.***

## PRICING

All prices are *net* wholesale to designers/architects in U.S. Dollars EXW Dallas, Texas/DDU Destination. For U.S. designers/architects, a state sales tax resale number is required.

***Prices are subject to change without notice. Please confirm current prices with your Perennials representative or Perennials Customer Service. Call (214) 638-4162 or, within the U.S., toll-free (888) 322-4773, Monday through Friday from 8:30 a.m. - 5:30 p.m. Central Time (GMT -6).***

## RESERVES

All orders shall be accepted based upon (1) the order in which they are received and (2) availability.

Reserves may be placed for 10 business days, after which time they will ***automatically expire without notice.***

## BEFORE ORDERING

The suitability of a fabric for any use is entirely at the discretion of the purchaser. Perennials bears no responsibility for the performance of a fabric for a specific use other than our stated warranty.

Shipped fabrics may deviate from memo, showroom and cut card samples, due to variation in dye lots, yarns and weavers. Such deviations are not defects. Cuttings for approval (CFAs) are available upon request. When requesting a CFA, please state yardage measurements and any special use requirements so that appropriately sized pieces may be assigned.

***All stated repeats and widths are approximate.***

No synthetic or natural fabrics can be guaranteed against shrinkage or expansion. Perennials recommends allowing for 3-5% possible fabric adjustment (shrinkage/expansion) due to climatic conditions, end use and/or washing procedures. To accommodate for possible fabric adjustment, pre-washing may be suitable for some applications.

Perennials is not responsible for any customer's decision whether to use backing or not for specific applications, nor for the type of backing to be used. Customers should use their own discretion and/or consult with their workroom regarding the suitability and type of backing or finishing that is best for the intended end use.

***No return of merchandise will be accepted due to color variation if a CFA has been waived.***

## ORDERING

All sales orders are considered firm and accepted by Perennials only upon receipt of 50% deposit or payment in full, and will be acknowledged with an order confirmation.

All orders are to be submitted in yards. Please use the following conversion:

(meters x 1.0936 = yards)

Minimum order is 2 yards per sku with half-yard increments thereafter. If a below-minimum order is accepted, it is subject to a \$25 cutting charge.

Always designate item number and name to avoid costly errors.

Perennials retains the right to ship 2 or more pieces to fill an order unless a customer specifies piece yardage requirements. Future requests for additional yardage of the same style and dye lot will be accommodated when possible.

Custom orders are available and subject to yardage minimums. Please contact your Perennials representative or Perennials Customer Service for all custom fabric inquiries.

## HI 'N DRI CUTTING AND SEWING TIPS

Before cutting, reduce pattern size approximately 3%.

Cut like a textile pattern!

Hi 'n Dri performs more like a textile than a leather or vinyl.

- Use a 0.5" (10-15mm) seam allowance.
- Use 8 to 9 stitches per inch.
- Use a size 110 medium ball point needle.
- Thread size: Tex 70 (size 69) Bonded Polyester for needle thread and bobbin thread. If end use is indoors, then Bonded Nylon T70 also works well.
- On the sewing machine, top and bottom feed all stitch types. Otherwise the material may pucker when sewing in the stretch direction, resulting in a sloppy looking seam.

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## UPON RECEIVING SHIPMENTS

The customer is responsible for examining all merchandise for correct color, yardage and any defects **before** cutting and/or processing. A customer's responsibility to undertake such inspection is in no way waived if the customer decides to have merchandise shipped to a third party/workroom.

## CLAIMS/RETURNS

All returns must be requested in writing within 30 days of the invoice date and authorized by Perennials management. If a return is authorized, a 25% service and restocking fee will be applied and balance of monies paid will be credited to client's account (Checks cannot be returned to anyone but the billed account). Claims under \$100 will be handled with a merchandise credit on account only and will be applied to future orders. Refunds will not be issued for sales tax that was paid because a valid resale certificate was not on file or final destination was not disclosed at the time of final payment. Please allow 30 days from approval of refund request for issuance of refund check.

Returned merchandise over 6 yards must be uncut and in perfect condition. Merchandise will not be accepted once it has undergone additional processing such as backing, flame proof finish, water repellent finish, etc.

Orders may be revised or cancelled without penalty prior to posting in the Perennials accounting system (posting generally occurs within 24 hours of receiving payment). If an order is revised or cancelled after it has been posted, cut or packaged, a 15% handling and restocking fee may be applied.

Returned merchandise must be properly marked with a Perennials order number and/or an RMA number. Improperly marked merchandise will be refused. Merchandise must be delivered pre-paid to: Perennials Fabrics, 140 Regal Row, Dallas, TX 75247.

Perennials reserves the right to replace defective fabric, rather than refund payment.

No cancellations or returns will be allowed under any circumstances (other than defect) for special volume or custom orders. Pillows are also non-cancellable and non-returnable. Perennials will retain reference cuttings from memo samples or strikeoffs for special or custom orders to evaluate conformity to original specifications.

All velvets (Big Softy, Classy, Plushy, Swanky, and Savvy) must be inspected within 10 days of receipt. Any issues found must be claimed within that time. Railroading is not recommended for any of these velvet qualities. In an effort to avoid crushing, velvet bolts should be stored in suspension boxes and not stood upright. For orders shipping to fabric flare direct from Perennials: Fabric Flare and Perennials requires immediate inspection upon delivery. Claims must be reported same-day for consideration..

## GUARANTEE

Perennials 100% solution-dyed acrylic products and vegan leather are backed by a no-fade guarantee valid for three years from the date of purchase (with the exception of prints, which hold a one year warranty, and Cabana, which holds a five year warranty). The warranty does not cover degradation from normal wear, stains from environmental pollution, negligence or weather soiling. Although Perennials fabrics are soil resistant, they are not stain proof. This warranty is limited to the replacement of the fabric and does not apply to labor costs or materials replacement. Additional processing applied by a third party voids our warranty.