

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).

BEFORE ORDERING

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

Shipped wallcoverings may deviate from memo and showroom and samples, due to variation in dye lots. Such deviations are not defects.

Cuttings for approval (CFAs) are available upon request for Naturals.

All stated repeats and widths are approximate. A professional certified installer is recommended for ordering, prepping and installing your Perennials wallcoverings.

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

ORDERING

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

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

Residential minimum order increments are determined by sku. Type II, 54" wide vinyl has a minimum order of 30 yards. Any order less than 30 yards will be subject to a cut fee of \$50 per sku.

Future requests of the same style and dye lot will be accommodated when possible.

Custom orders are not available.

UPON RECEIVING SHIPMENTS

The customer is responsible for examining all merchandise for correct color, quantity, and any defects before cutting and hanging. 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.

CLAIMS / RETURNS

If no defect is evident before installation, the material should be inspected after three (3) strips are installed. If any defect is evident at this time no additional material should be hung until Perennials is notified. No claims will be allowed for more than three (3) strips on the wall. All claims 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.

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 in original packaging and 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, LLC

140 Regal Row, Dallas, TX 75247

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

WARRANTY

Perennials warrants that for a period of two years from the shipment of its commercial type II vinyl wallcovering products, products shall not exhibit color fading, delamination of backing, or mildew migration stains when products are installed following Manufacturer's instructions on a structurally stable, properly prepared wall maintained at normal room temperatures (60 to 80 degrees F).

This warranty is not assignable and pertains only to the user/purchaser of products at the time of order. This warranty does not apply to any wallcovering products used for residential purposes.

Perennials will supply replacement material at no charge if any products fail to conform to this warranty. This replacement of material constitutes the sole and exclusive remedy for product failure, and under no circumstances shall Perennials be liable for incidental or consequential damages.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED.