



ALL PURCHASES ARE SUBJECT TO TWILL TEXTILES TERMS AND CONDITIONS OF SALE AND INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

THE SUITABILITY OF A FABRIC FOR ANY USE IS ENTIRELY AT THE DISCRETION OF THE PURCHASER

- TERMS** Payment required prior to delivery
- PRICING** All prices are net wholesale F.O.B Chicago, Illinois and are subject to change without prior notice. Please confirm current prices with your Twill Textiles representative or call 312.828.0088 Monday through Friday 9:00 a.m. – 5:00 p.m. Central Time.
- SHIPPING** Customer is responsible for all shipping and handling charges that shall be reflected on all invoices. All fabric is shipped at the Client's risk and Twill Textiles is not responsible for delays, failure of delivery, loss or damage in transit or storage. All claims for loss or damage to fabric while in transit must be settled with the carrier.
- RESERVES** All reserves shall be accepted based upon the order in which they are placed and availability of the goods. Reserves may be placed for 10 business days, after which time they will automatically expire without notice. Renewal is contingent upon availability
- CFA's** Cuttings for Approval are strongly recommended before authorization is given to ship. Shipped fabrics may deviate from memo, showroom and purchases samples because of variations in dyes, dye lots, yarns, spinning lots and weavers.
- When a shipment is to be delivered directly to a workroom, please request a CFA be sent to the fabricator for identification purposes.
- ORDERING** Minimum order: two yards
- Always designate item number and color. Care in ordering avoids costly errors.
- Specification of cut lengths required for draperies and wall coverings is recommended in the event an allowance must be made.
- Regretfully, Twill Textiles cannot accept instructions to subdivide an order into smaller pieces
- ALL ORDERS ARE SUBJECT TO TWILL TEXTILES' TERMS AND CONDITIONS OF SALE. TWILL TEXTILES' SENDING OF ITS CONFIRMATION CONSTITUTES THE ACCEPTANCE OF THE CLIENT'S ORDER TO PURCHASE THE SPECIFIED FABRIC IF AND ONLY IF THE CLIENT AGREES TO TWILL TEXTILES' TERMS AND CONDITIONS, NOTWITHSTANDING ANY VARIANCES BETWEEN THESE TERMS AND CONDITIONS AND ANYTHING CONTAINED IN THE CLIENT'S ORDER. ORDER CONFIRMATIONS ARE FINAL AND BINDING.**
- EXAMINE ALL MERCHANDISE FOR CORRECT COLOR, YARDAGE, AND ANY IRREGULARITIES BEFORE CUTTING AND/OR PROCESSING. NO CLAIMS OR RETURNS ARE ALLOWED ONCE A FABRIC HAS BEEN CUT OR TREATED.**
- CLAIMS** All claims must be filed within 30 days of receipt of product. Failure to make a claim within this period shall constitute Client's acceptance of the merchandise. Differences in color and quality within normal commercial tolerances shall not constitute grounds for a claim.
- Claims for labor charges will not be considered under any circumstances
- Merchandise will not be accepted for refund once it has undergone processing such as flame-proofing, water repellent, stain resistance, backing, etc.
- RETURNS** No returns are accepted without Twill Textiles' prior written authorization. **NO RETURN OF MERCHANDISE WILL BE ACCEPTED IF A CFA HAS BEEN WAIVED OR MORE THAN 30 DAYS AFTER RECEIPT OF PRODUCT.** A 25% restocking fee will be placed on all returns unless otherwise agreed to by Twill Textiles.



GUARANTEES

Although Twill Textiles attempts to meet the highest standards of the industry regarding durability and color stabilization of our products, Twill Textiles assumes no responsibility for the numerous conditions to which the fabrics might be exposed. Twill Textiles cannot guarantee against wear, abrasion and color fading, nor against contact with any liquid, shrinking, pilling, stretching, wrinkling, staining, discoloration, damage by pets, children or pests or the effects or application of treatment, cleaning, etc. The furnishing of any care or cleaning instructions or similar materials is not intended to nor does it create any warranties, express or implied, on the part of Twill Textiles.

TWILL TEXTILES DOES NOT PROVIDE ANY GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, EXCEPT WARRANTY AS TO TITLE AND THE FABRIC'S FIBER CONTENT. TWILL TEXTILES' LIABILITY SHALL BE LIMITED TO THE REPLACEMENT OF ANY NONCONFORMING FABRIC OR THE REFUND OF THE PURCHASE PRICE, PROVIDED THE CLIENT COMPLIES WITH TWILL TEXTILES' RETURN REQUIREMENTS. IN NO EVENT SHALL TWILL TEXTILES BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF ANY FABRICS OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, INJURY TO PERSON OR PROPERTY, LOSS OF GOODWILL, PROFITS OR REVENUE, LOSS OR USE OF MERCHANDISE, COST OF ANY SUBSTITUTE MERCHANDISE OR CLAIMS OF ANY PARTY DEALING WITH CLIENT FOR SUCH DAMAGES.

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