

411 FABRIC DIRECT, INC.
DOMESTIC MANUFACTURER AND IMPORTERS
3603 E. OLYMPIC BLVD. LOS ANGELES, CA 90023
T: 323.266-6699 F: 323.266-8899
WWW.411FABRICDIRECT.COM
SALES@411FABRICDIRECT.COM

TERMS AND CONDITIONS

(EFFECTIVE JANUARY 5, 2009)

- 1.) **CLAIMS/RETURNS:** Goods must be counted upon receipt. Cutting ticket is not proof of shortage. We are not responsible for any goods after garment dyeing, printing and cutting. Only defective, damaged or wrong items delivered will be exchanged. All claims or demands for defective merchandise must be made in writing by certified mail within 7-10 days of receipt goods. No returns accepted without prior authorization. Failure to give such notice shall constitute unqualified acceptance and waiver of all such claims by buyer. Seller for returns requires written return authorization. Any errors in items or price must be reported within 7 days. Returned to us must be in their original conditions (i.e., unaltered and undamaged). Also, all tags and packaging must be attached and included. We recommend that you return these items to us by an insured mail to avoid any possible incident of missing or being lost. A copy of the original shipping invoice (pro-forma or official invoice) and packing lists must be included in the package to be returned. A restocking fee of 10% of your original order amount will be charged on your account for any refused or neglected packages except for defected and wrong items shipped. Further purchases might be banned until the restocking fee is fully paid.
- 2.) **ORDER CANCELLATION:** There are times that orders received need to be cancelled due to obvious reasons such as by a customer request. If an order should be cancelled before shipping and goods are prepared accordingly, please be advised that a cancellation fee of 10% of the order amount will be charged. One proof of goods prepared is when you receive the pro-forma invoice from the seller. On the other hand, if a customer wants to cancel his or her order before shipping (goods unprepared) and put the original order amount into his or her account as a credit, there is no cancellation fee charged. We must receive a request for order cancellation via e-mail or fax only because such a measure needs a form of confirmation or validation directly from the customer who originally placed the order.
- 3.) **TESTING GOODS:** It is the buyer's responsibility to test and sample the goods before cutting or altering to meet specific requirements, performance standards, or applications especially for color-fastness, shrinkage (Green Castle Textile, Inc. is not responsible for any shrinkage. Check Shrinkage before cutting the fabric), sew able, stretch, weight/yield, and general appearance. This fabric does not meet the flammability standards for children's sleepwear
ABSOLUTELY NO RETURNS WILL BE ACCEPTED OR ALLOWANCES MADE AFTER GOODS HAVE BEEN CUT OR ALTERED FROM ORIGINAL DELIVERED FORM. DO NOT MIX DYE LOTS
- 4.) **CASUALTIES:** Goods delivered throughout common carriers or sent via parcel post are at the risk of buyer. In no event shall the seller be liable for loss of profits, late deliveries, damages for breach of contract by buyer, or other consequential or contingent losses. Fabrics were sold F. O. B. Los Angeles and we are not responsible for Freight.
- 6.) **WARRANTIES:** Seller makes no warranty, either expresses or implied, of merchantability or of fitness of goods for any specific purpose unless expressly specified.
- 7.) **PAYMENT:** Payments are due within time period specified on invoice, time being of essence. Upon failure of the buyer to make timely payments, buyer agrees to pay any and all cost of collection and litigation, including but not limited to attorney fees and interest at the rate of 1 ½ per month delinquent charge (18% per annum). A Site of legal jurisdiction remains in the County of Los Angeles until the goods are paid in full. In an event of dispute charges due to payment by credit card, unless seller were informed in formal letter by certified mail only, seller will not allowed any dispute charges with the credit merchant company for such unqualified dispute charges unless proper reason applies.

I AGREE TO ABOVE TERMS AND CONDITIONS. Also, I agree that in future orders, the above terms and condition still applies.

SIGNATURE OVER PRINTED NAME

TITLE

____/____/____
DATE

Company Name: _____

Note: In Order to expedite your order, please fill up form and fax it back to us immediately with your signature.