

TERMS AND CONDITIONS OF SALE

ACCEPTANCE OF TERMS AND CONDITIONS

These terms and conditions of sale shall govern this order and buyer shall be deemed to have agreed to them. Any attempt to change or add to these terms by buyer, or any conflicting terms on any correspondence, purchase order, or other form sent by buyer (including any buyer form required to be signed by seller as a condition to buyer's payment) is hereby objected to and rejected. Buyer shall be deemed to have agreed to these terms and conditions of sale by issuance of an order, by accepting delivery or by making payment hereunder. No oral agreement, course of prior dealings between the parties or trade usage shall amend or supplement any of the terms or conditions herein. All of the terms and conditions of this order and sale appear on this form and no additions or modifications can be made except in a writing signed by both parties that expressly references the amendment of these terms. All references herein to the seller or the company shall mean American Century Home.

MINIMUM ORDERS FOR FABRIC SALES

For regular type order the minimum order requirement is one half piece. 50-60yds is considered a regular size piece.

DYE LOT AND OTHER VARIATIONS; INHERENT IMPERFECTIONS

Color will vary from piece to piece and the company does not guarantee the dye lot. American Century Home does not guarantee silks and other 100% natural yarn woven products from fading or for precise color matching, colorfastness and durability. There may also be inherent imperfections in certain fibers or fabrics. None of the foregoing shall be considered defects.

FLAME RETARDANT PROPERTIES; TOPICAL TREATMENTS

In accordance with the provisions of the Flammable Fabrics Act, as amended, this merchandise is not intended for use in the manufacture of wearing apparel. Flame retardant chemicals can cause skin irritation, fabric spotting and/or stitching problems. In addition, all of the flame retardancy may be removed through machine washing and/or dry cleaning of the fabric. Accordingly, the company shall have no liability for any losses, claims or damage resulting from flame retardant chemicals. Adding topical treatments to any fabric may alter the performance, quality, color or hand. The company shall have no responsibility for any damage to fabric treated beyond regular finishes applied at the mill level.

CREDIT AND PAYMENT TERMS; OFFSETS

Acceptance of orders and shipments shall at all times be subject to approval by the credit department of the company or, as applicable, its factor, which may at any time in its sole discretion decline to make any shipment except upon terms and conditions satisfactory to it.

Subject to credit approval, terms of payment for all goods are net 30 days from the date of the invoice. All orders are subject to the absolute right of the company to require payment of all or any part of the purchase price in advance of delivery. Special orders require a minimum deposit with order and payment of the balance in full prior to shipment. Interest will be charged on all past due accounts at the maximum rate permitted by applicable law. Seller accepts credit cards on new orders only. A signed credit application is required for all new customers before the first shipment is made. Credit card information can only be accepted by completing our signed Credit Card Authorization Form or writing on the purchase order. Credit cards cannot be used to pay open balances. Any indebtedness of the buyer to American Century Home may at American Century Home's option be credited against amounts owed by American Century Home to the buyer. Payments received by the company from the buyer may be applied to any past due invoice or account of the buyer. In the event of a dispute over a portion of an order, the buyer shall pay the undisputed amount of the invoice to company prior to pursuing other action to resolving said dispute.

DELIVERY SCHEDULES

Delivery of piece goods fabrics generally require 12 weeks from receipt of a credit-approved order. Delivery dates supplied by the company represent its best estimate, but are in no way guarantees of delivery. Accordingly, the company shall have no liability for delays in delivery or failure to meet estimated delivery dates.

CANCELLATIONS OF ORDERS

Any cancellation of an order must be made in writing within five (5) business days of the order date. Notwithstanding the foregoing, no cancellations will be accepted if the order has already shipped or if production of the order has commenced, including without limitation, cutting of fabric. If production has not commenced, and the order has not shipped, and the cancellation is accepted, the buyer's deposit will be refunded. Special orders are non-cancellable; for other orders, upon acceptance of the order by The Chelsea Frank Group, cancellation charges will apply, if production has begun or materials or services have been ordered or applied to the order.

NO THIRD PARTY BENEFICIARIES

No third party shall have any rights with respect to this sale transaction, on any legal or equitable theory of reliance, contract or otherwise, and the company shall have no liability to any such third party, including without limitation, a customer of the buyer or an end user of the company's products. The company sells "to the trade" only and not directly to consumers; any signatures or payments made by consumers with respect to this transaction shall be deemed to have been made as a convenience only as agent for the trade buyer named herein.

RETURNS AND CLAIMS

No merchandise may be returned without the company's prior approval and instruction. There are

no returns on the following: closeout items, floor samples or sale items, which are sold “as is” and for which all sales are final; goods that have been cut, treated, altered, processed, subject to abuse or misuse, or damaged after shipment by seller. All authorized returns must be in original wrapping materials in the same condition as when received by buyer. All goods should be inspected upon arrival and a claim filed with the carrier if damage has occurred in shipment.

American Century Home warrants that its fabric products at the time of sale conform to the description in the invoice and that the incidence of defects in such products is at or below industry standards. The exclusive remedy for breach of warranty is, at the option of American Century Home, the repair or replacement of the defective goods, or a refund of all or part of the purchase price. All products must be inspected by the buyer or buyer’s customer, workroom or other agent, within ten (10) days after receipt and all shortages, damages or mislabeled rolls in shipment must be promptly reported to the company’s Customer Service Department. All shipments received and signed for by buyer’s receiver must be inspected for damage prior to acceptance and the company must be notified promptly of any problem. All quality claims must be made in writing and sent to the company’s Customer Service Department with a copy of the defective fabric and a copy of the invoice. All returns for defects must have prior authorization and instructions from the company and must be returned in their original package and in the same condition as when received. If verified by the company to be defective, products will be accepted within sixty (60) days after receipt for repair or replacement, at the company’s sole option. The company will pay all return in/out freight and handling charges in such verified cases. If, upon inspection of an authorized return, the company determines that the claim is unsubstantiated, the return will be rejected and return in/out freight, handling and restocking charges will be assessed. Charges for local repairs will not be accepted without prior authorization from the company. The foregoing provisions shall constitute the buyer’s sole remedy with respect to defective or non-conforming goods. In no event shall seller be liable for imperfections inherent in certain fibers or fabrics.

DISCLAIMER OF WARRANTIES; LIMITATION ON LIABILITY

THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE, AND THERE ARE NO OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES.

THE SELLER DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In the event of sellers’ liability, whether based in tort, contract, negligence, strict liability or otherwise, the buyer EXCLUSIVE REMEDY is the repair or replacement of defective goods for which a timely claim is made by the buyer, in accordance with the section entitled “Non-conforming or Defective Products; Limited Warranty.” SELLER SHALL NOT BE LIABLE TO THE BUYER OR TO THIRD-PARTIES FOR INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGES, PRODUCT DAMAGES, LOSS OF PRODUCTION, LOSS OR REVENUE OR LOSS OF PROFITS. Seller’s maximum liability shall be the price paid by the buyer for the defective or non-conforming goods. ANY ACTION ARISING HEREUNDER MUST BE BROUGHT WITHIN ONE YEAR FROM THE DATE OF SALE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION

OF WARRANTIES, CONSEQUENTIAL DAMAGES OR REMEDIES, OR LIMITATION ON THE TIME FRAMES INVOLVED IN SAME, IN WHICH EVENT THESE LIMITATIONS MAY NOT APPLY TO YOU.

ADVERTISING

All advertising of the company's products must be dignified, tasteful and professional. Use of seller's trademarks, tradenames, logos, copyrighted materials, digital images or other proprietary materials, in any medium (including without limitation, over the internet), without prior written approval by American Century Home, is strictly prohibited and may subject an unauthorized user to legal action by the company.

COLLECTION; GOVERNING LAW

In any action for the collection of, or to enforce payment of, all or part of the purchase price of the products sold to buyer, seller shall be entitled to recover all reasonable collection fees, attorney's fees and costs, to the extent permitted by law. This transaction shall be governed by and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws, and buyer hereby consents to the personal jurisdiction of the federal and state courts located in Greensboro, Guilford County, North Carolina. The company shall not be liable for delay or failure in performance hereunder arising from any act of God or nature, strike, labor disruption, government action, lack of materials or other cause not within its control.