

VICTORIA HAGAN

HOME COLLECTION

TEXTILES

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF SALE

The suitability of a fabric for any use is entirely at the discretion of the purchaser. VHH requires payment prior to delivery.

PRICING

All prices quoted herein are net per unit – yard – FOB our warehouse and are exclusive of freight, insurance, special processing or local delivery charges. Prices are subject to change without notice. Please confirm current prices with your VHH sales representative, or you may call 203-648-4470 Monday through Thursday 9am - 6pm EST.

MINIMUMS

Minimum orders are three (3) yards on all fabrics. Goods sold by the yard are sold in half yard increments only. A cut fee of \$25 is charged for orders less than three yards.

RESERVES

All reserves shall be accepted based upon: 1) The order in which they are placed and 2) Availability of goods. Reserves may be placed for **ten working days**, after which time they will automatically expire without notice. All split-ship orders must be quoted and invoiced separately.

ORDER CHANGES

After an order is invoiced, any requests for additional product must comply to minimum requirements noted above.

SHIPPING

Upon receipt of CFA approval and payment in full, most orders ship the next business day. VHH will determine best method and route; unless specified otherwise, orders are shipped via UPS Ground. Freight charges must be paid in full before an order is released for shipping. The buyer is responsible for all shipping costs incurred as determined by VHH. Complete street addresses, including zip codes, are required; VHH cannot ship to a P.O. Box.

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DELAY OF DELIVERY

Quoted delivery dates are approximate and VHH shall not be responsible for any delay or failure in performance for any cause beyond VHH's control (including but not limited to strikes, lockouts, or other labor difficulties, failure or delay or sources to supply, transportation difficulties, accidents, fires, acts of God) or any event which interferes with VHH's normal business operations.

RETURNS

There is no obligation to accept return of goods ordered in error. Should VHH make an exception and agree to accept the return of goods, a minimum twenty-five percent (25%) handling charge will be levied (minimum charge one hundred dollars). No returns, for any reason, will be accepted without prior authorization and a pre-assigned return authorization number. Merchandise returns without an authorized and pre-assigned return authorization number will be refused.

Merchandise must be delivered prepaid to the VHH Warehouse (7 Trowbridge Drive Bethel, CT 06801) unless VHH has arranged a UPS pick-up for you. No COD shipments will be accepted. Returns will be accepted or credited for items returned only within 30 days from invoice date, if uncut and in original condition. Customer must examine goods before cutting or treating, as no allowance will be made after merchandise has been altered in any way regardless of the reason. In no event will any labor costs be acceptable. The following merchandise is not returnable: less than three yards of fabric, custom orders, cut yardage, treated or otherwise used merchandise.

REFUNDS

Refunds must be requested in writing. Please allow thirty days from approval of refund request for issuance of refund check. Checks cannot be returned to anyone but the account billed. Credits must be issued to client's account.

CUSTOM ORDERS

Custom colors and custom constructions are available. All custom orders are subject to acceptance. There is a minimum fifty (50) dollar non-refundable strike-off fee for custom development, which is applied towards the placement of a custom order. Custom quotations, minimums and lead times are available upon request from your VHH sales representative. Up to ten percent (10%) variance will be charged and shipped on all custom orders. A fifty percent (50%) deposit is required upon placement of order. **No cancellations or refunds are allowed for custom orders.**

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QUALITY LIMITATION

VHH carefully inspects all goods before shipment. Certain hand-made products are by nature irregular. Slubs, variations in texture and/or color are inherent to their manufacture and in no way constitute flaws. Our merchandise is not guaranteed against fading or shrinkage through cleaning, steaming, exposure to the sun, or effects of wear. VHH is not responsible for precise color matching due to possible spinning, yarn, weaving, or dye lot variations. It is the buyer's responsibility to request cuttings of current stock for approval, especially when ordering coordinating textiles. Due to inherent qualities of handmade textiles and certain other geometric prints and woven fabrics, side matching may not be exact. Therefore, there will be no guarantee for side matching. We are not responsible for the application or installation of VHH textiles. VHH textiles are not treated or backed unless noted. Costs and arrangements for all special treatments are the responsibility of the buyer.

CLAIMS

All claims against VHH, including defects, shortages and errors, must be made within thirty (30) days after shipment of the merchandise. Failure to make any claim within such period shall constitute acceptance of the merchandise and a waiver of said defects, shortages, errors, or other claims. No claim shall be made in any event if the merchandise has been cut, hung or treated. Allowances must be made for residual shrinkage. VHH's liability shall not exceed the contract price and VHH shall in no event be liable for labor charges or any other consequential damages.

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