

TERMS AND CONDITIONS OF SALE

In the following conditions, the 'Seller' means Romo Incorporated and the 'Buyer,' means the person buying the product from the 'Seller'.

The Seller's name and/or logo cannot be used on any printed or electronically transmitted documents without our prior written consent.

1. PRICES

Prices listed are confidential wholesale prices and do not include freight or handling charges. Prices are subject to change without notice.

2. ORDERING/INQUIRIES

Our customer service department is available Mon-Fri 8:30am – 5:00pm (EST).
Phone #: 1-800-338-2783 / Fax #: 1-800-775-0609 / E-mail: info@romousa.com.

3. TERMS

- a) First order by Pro forma. Credit account applications are subject to credit approval. All orders will be cash in advance until our credit requirements have been met. Credit terms are Net 30 Days from the date of the invoice. Sample book purchase is required to be able to apply for Net 30 terms. Payment must be in our possession by the due date stated on the invoice.
- b) Accounts that are past due will be placed on credit hold and pending orders will not be processed until the account status has been reconciled.
- c) If the Buyer should commit any breach of its obligations to the Seller, we reserve the right to suspend or cancel existing orders until the account status has been reconciled. Past due accounts will be responsible for all balances, as well as fees incurred to collect the debt.

4. DELIVERY

- a) Delivery dates quoted are genuine forecasts but shall not be legally binding. Time of delivery shall not be the essence of any contract. The buyer will take delivery of all products ordered, orally or in writing, as soon as they become available. In the event of the Seller being unable to supply goods subsequent to receiving an order from the buyer, orally or in writing the Seller shall not be held liable for any incidental or consequential loss arising.
- b) It is the buyer's responsibility, regardless of delivery address, to ensure that the goods are as ordered and of satisfactory quality. We must be advised of any discrepancy within 7 days of receipt. No claims will be made after a product has been cut or processed in any way.

5. FREIGHT CHARGES

Freight quotes are available through our customer service department for ground or priority shipping options.

6. MEMO SAMPLES

Memo samples of wallcoverings and fabrics are available at no charge if returned after 20 days. The return date can be extended upon request. Memo samples are pre-cut and should not be considered as exact matches of current stock.

7. CFA's/RESERVES

All reserves and orders requesting a Cutting for Approval are cancelled if the CFA is not approved within 14 days. Payment does not constitute approval of a CFA. CFA's will not be supplied on fabric reserves under 3yds, and cannot be supplied on any wallcoverings, borders or trimmings.

8. RETURNS

All returns must be authorized by our Customer Service Department. Non-authorized returns will not be accepted.

All returns must clearly display a return authorization number on the outside of the package.

Fabrics are returnable under the following conditions:

- a) Within 30 days of invoice date.
- b) Minimum lengths 6 yards.
- c) Not cut, treated or processed in any way.
- d) Subject to a 30% restocking fee.

Wallcoverings are returnable under the following conditions:

- a) Within 30 days of invoice date.
- b) Must be in saleable condition, in the unopened original wrapping with labels intact
- c) If sold by the roll, there is a minimum of 3 double rolls per item.
- d) If sold by the yard, there is a 20 yard minimum per item, must be in one length.
- e) Subject to a 30% restocking fee.
- f) Romo Distribution products are non-returnable.

9. CLAIMS

Romo's liabilities shall not exceed the value of goods sold. We will not accept labor claims under any circumstances. We will not accept responsibility for any fabric that has been topically treated.

10. WALLCOVERING

Installation and care instructions accompany each bolt. Installation of two (2) or more strips of wallcovering constitutes acceptance. Fire ratings, where applicable, are available upon request.

CALCULATING ROLLAGE - WALLCOVERING SOLD BY THE ROLL/BOLT

Borders sold and priced per segment are 5.5 linear yards per segment.

Wallcoverings by the roll are priced and shipped as double rolls (11 linear yards).

Square footage, according to width:

21" wide x 5.5 yards long = 32.86

Useable square feet per single roll (no repeat allowance)

27" wide x 5.5 yards long = 37.00

Useable square feet per single roll (no repeat allowance)

CALCULATING ROLLAGE - WALLCOVERING SOLD BY THE YARD

Wallcoverings and borders sold and priced per yard are shipped in continuous bolts (there is a 10 yard minimum).

Square footage, according to width:

27.50" wide x 1 yard long = 6.87

Useable square feet per yard (no repeat allowance)

35.43" wide x 1 yard long = 8.85

Useable square feet per yard (no repeat allowance)

39.37" wide x 1 yard long = 9.84

Useable square feet per yard (no repeat allowance)

11. FABRIC

Fabrics are available in full and half yard increments only.

There is a 2 yard minimum for free processing of all fabric orders. Orders under 2 yards are subject to a \$20.00 cut charge.

12. FABRIC UPHOLSTERY GRADES

Pattern specific upholstery grades are listed in the sample books.

FABRIC CARE AND CLEANING INSTRUCTIONS

Pattern specific care and cleaning instructions are listed in the sample books.

FADING:

Our fabrics are produced to the highest standards and have good light resistance. However, all fabrics will eventually fade. To reduce natural fading, curtains should always be lined. Fabrics should be kept out of direct sun.

SHRINKAGE:

To prevent or reduce shrinkage, cleaning instructions must be adhered to in relation to temperature, washing, drying and ironing methods. All woven fabrics, especially those containing natural fibers, will shrink to some extent. It is quite normal for furnishing fabrics to shrink in washing, sometimes as much as 5-6%. Please note that some shrinkage caused by washing can usually be regained by ironing the fabric damp, in the direction of the shrinkage while gently stretching it. Dry cleaning can also cause shrinkage, although generally to a lesser extent.

CLEANING:

Careful and regular maintenance is the key to prolonging the life and appearance of decorative fabric. The regular use of a vacuum cleaner, with an appropriate attachment, can reduce the need for washing or dry cleaning. Spot cleaning should not be attempted – a cleaning specialist should be contacted. Do not clean removable cushion covers without cleaning the fixed upholstery, as color differences between the two may occur.

DRY CLEANING:

Items should be dry cleaned by a professional dry cleaner. Curtains should be measured prior to cleaning and the cleaner advised of these measurements. Please be sure your dry cleaner is informed of the recommended solvent and technique.

WASHABLE FABRICS:

Some fabrics are noted as machine washable. Allow 5% for residual shrinkage. Use a mild detergent only; do not bleach; do not use products that contain brightening or bleaching agents. Gentle wash cycle, cool or lukewarm water only – maximum temp 100 degrees F. Cool rinse cycle, minimum spin, do not wring. Do not tumble dry. Also, dry cleanable by a decorative fabric specialist. Do not spot clean. While modern color friendly detergents reduce the likelihood of fading, repeated washings may cause color changes.

MOVEMENT OF CURTAINS IN SITU:

Atmospheric conditions such as temperature and humidity can vary. As these are beyond our control, we cannot accept responsibility for movement in curtains when hung. Heavier fabrics, especially those containing wefts of natural fibers are more likely to react to humidity. Curtains should always be made with an adequate hem, loosely tacked. Side seams or linings should be hand-slipped to allow for differential movement between the face and the lining fabrics. Always use thread of the same fiber as the fabric you are sewing. We recommend avoiding “exact” length curtains (sill or floor touching). All curtains must be made with the possibility of making adequate adjustments in the event of any movement in the curtains. Any adjustments required are the responsibility of the workroom/designer.

FABRIC USAGE

Although the Seller may make recommendations on usage, it is the final responsibility of the buyer to ascertain suitability of the goods for any particular purpose.

RAW SILK & HANDLOOMED FABRICS - SPECIAL NOTE

Weaving irregularities and slubs are an inherent characteristic of raw silk; and should not be considered as flaws. Color and weave variations in hand-loomed and hand-dyed fabrics are inherent to these fabrics, and will not be considered as flaws. Cuttings for approval are recommended.