

Pindler & Pindler Website Terms of Use

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INDEMNITY

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APPLICABLE LAW

These Terms of Use may only be interpreted and enforced under the laws of the State of California, without reference its principles on conflicts of laws. In the event of any dispute, user and Pindler shall be deemed to have consented to the exclusive jurisdiction of any State or Federal Court in California having jurisdiction, and to have waived any right to contest the inconvenience of such forum.

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Pindler & Pindler, Inc.
Webmaster - Pindler Internet Web Site
11910 Poindexter Avenue
Moorpark, CA 93021

Pindler & Pindler Contact Info

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Effective Date April 1, 2009

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This Policy is part of the attached Terms of Use Agreement.

General Information

We believe that you have the right to understand how your information is stored and used. We require that sites linked to our Site contain a notice identifying their privacy policies. We are not responsible for the privacy practices of any third parties or the content of linked sites.

Information You Provide Us

In general, you can visit our Site without telling us who you are or revealing any information about yourself. If you choose to submit information, and are 18 years of age or older, we will collect your name, email address, telephone number and street address along with other information you may choose to submit when contacting us ("Personally Identifiable Information" or "PII"). By providing your PII to us, you explicitly agree to our collection and use of such information as described in this Privacy Policy.

Protecting Children's Privacy

This Site is not designed nor intended to be attractive to users under the age of 18. Our terms and conditions of Use specifically prohibit the submission of information through the Site by those under the age of 18. We do not knowingly collect information from any person under the age of 18.

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Use of Information

The use of your information is subject to the Privacy Policy and Terms of Use in effect at the time of use. The provisions contained herein supersede all previous notices or statements regarding our privacy practices with respect to this Site.

We sometimes use aggregated data (independent of any personal identifiers) for research and commercial purposes. This information includes what areas our users visit most frequently and what services they access most often. This information helps us develop a better site that is more useful and accessible to you.

We may use your email address to contact you to respond to your inquiries or to provide information to you. You can elect not to receive emails from us by "unsubscribing" to an email you receive or by contacting us as indicated below.

We reveal Personally Identifiable Information about you to unaffiliated third parties if: (1) you request or authorize it; (2) the information is provided to help complete a transaction for you; (3) the information is provided to comply with the law, applicable regulations, court orders or subpoenas, to enforce our Terms of Use or other agreements, or to protect our rights, property or safety or the rights, property or safety of our users or others (e.g., to a consumer reporting agency for fraud protection etc.); (4) the disclosure is done as part of a purchase, transfer or sale of services or assets (e.g., in the event that substantially all of our assets are acquired by another party, customer information may be one of the transferred assets); (5) the information is provided to our agents, outside vendors or service providers to perform functions on our behalf (e.g., analyzing data, providing marketing assistance, providing customer service, processing orders, etc.); or (6) to others as described in this Privacy Policy.

Access and Security

We use industry-standard, established security measures in place in our physical facilities and in our computer systems, databases, and communications networks that are designed reasonably to protect information contained within our systems from loss, misuse or alteration. However, information submitted through the Site is not encrypted or otherwise secured.

Corporate Information

If you choose to submit information to us about yourself or your company in order to register with us, the submission is governed by this Privacy Policy.

While we respect your ideas and innovations, we are not responsible for maintaining the confidentiality of any non-public information that you provide us. Please do not submit sensitive information (such as date of birth or Social Security Numbers) to us through our Site.

Contacting Us

This site is owned and operated by Pindler & Pindler. If you have any questions or suggestions with respect to this policy, or if you wish to ask us to delete, correct, or show you your information as provided above, please contact the Webmaster at the following email address: WEBMASTER@PINDLERCORP.COM. Users may also write the Webmaster at the following address:

Pindler & Pindler, Inc.
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Pindler & Pindler, Inc.

TERMS AND CONDITIONS OF SALE

ACCEPTANCE OF ORDERS: All orders placed by you are subject to acceptance by Pindler & Pindler, Inc. and our credit department. Each order placed by you and accepted by us is a sale subject to these Terms and Conditions and indicates your assent to these Terms and Conditions unless otherwise mutually agreed in writing.

ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties and supersedes any other contracts or course of dealings between the parties and is intended by the parties as a complete and exclusive statement of the terms of their agreement.

F.O.B.: MOORPARK, CA

PRICES: Prices herein quoted are net wholesale. Prices are subject to change without notice. All shipping and special processing charges are additional.

CURRENCY: All monetary transactions between buyer and seller are to be made in U.S. Dollars.

PRIVACY POLICY: Please visit www.pindler.com for our complete policy.

RETURNED CHECKS: A service charge of \$35.00 will be applied to each returned check.

MINIMUM ORDER: One Yard.

WHEN ORDERING: Often much time can be saved and your order more satisfactorily filled, if you will specify the end use for which the fabric is intended; and if it is for draperies or curtains, you specify the lengths needed.

BACK ORDERS: All Back Orders are considered firm orders.

CANCELLATION OF ORDERS: Order cancellations must be made in writing within five (5) business days of the original order date. No order cancellation will be accepted if production has commenced. Order cancellations are subject to a cancellation fee.

RETURNS & CLAIMS: No returns accepted without a return authorization number. All authorized returns without fault of the vendor will be subject to a 25% restocking charge, plus freight both ways. No piece less than ten (10) yards on drapery and five (5) yards on upholstery will be accepted under any circumstances. No fabrics with special finishes will be accepted for return. No returns will be accepted after 30 days from the date of shipment. Your request for return authorization must include the invoice number, date of invoice, pattern, color, yardage and reason. Fabric cannot be returned for credit after it has been cut. All authorized returns must be in the original wrapping materials in the same condition received by buyer. Yardage must be inspected for flaws, correctness of color, pattern, quantity and quality before cutting as no allowance will be made for cut fabric. When shipments are made direct to workrooms it is your responsibility to send a cutting to the workroom to enable them to verify the goods are correct before processing. No claims or returns will be accepted for drop shipments made per customers' request. All authorized returns for "damaged" fabric will be subject to inspection. Since color variation often cannot be avoided from one dye lot to another, we do not guarantee dye lots, and can issue no credit for dye lot variation unless a cutting for approval was requested with the order. Refused shipments, customer duplication of orders, or cancellations after shipment has been made are subject to a 25% restocking charge and all freight charges. No fabric can be returned for credit if it has been processed by the purchaser in any way. Fabric damage or failure due to color fading, pilling or shrinkage is not valid where there is evidence of heavy soiling, abuse, or improper cleaning.

AFTER MARKET FINISHES: All after market finishes and/or treatments are done at customers request and risk. Seller expressly disclaims any responsibility for and is not liable to Buyer and/or any user for variances in and/or damage to merchandise to which any after market-finish and/or treatment has been applied (e.g., Teflon, Flameproofing, Laminating, Paper or Acrylic Backing, Soil and Stain Protection, etc.); for prices contact Customer Service. Any after market-finish and/or treatment applied on washed fabrics may alter the prewashed characteristics. Shrinkage must be allowed. Prices are subject to change without notice.

HANDLOOMED AND NATURAL FIBER FABRICS: Handwoven and natural fiber fabrics may have slight variations in weave and color which are not to be considered flaws. These variations are inherent to handloom textiles and natural fiber fabrics and are part of their unique character. The characteristic slubs enhance its natural beauty and texture. This texture is produced through a natural processing in carding, spinning and weaving. In many cases, the color is natural and not dyed. Because of variations in dye lots, yarns and weaves, the fabric in stock may vary from samples, we recommend a cutting from current stock be required. No guarantees are made regarding colorfastness, fading or exact matching. All measurements quoted for repeats are approximate. Side matching of repeats on ikats, stripes, checks, plaids and ribbed patterns will not be exact.

CORRELATED PRINTS: Correlated prints are designed and colored so they may be used successfully together as companion designs in color correlated decorating plans. But, color correlations should not be confused with an exact dye lot match. Commercial textile printing techniques make exact dye lot matches between various designs frequently impossible. The real color test for these fabrics is how well they look when installed in your room setting.

MULTIPLE WIDTH DRAPERIES: Although in printing every effort is made to avoid distortion, occasionally it will exist. Therefore, when planning multiple width draperies, please make certain before cutting, that the pattern alignment is adequate to produce a satisfactory end result.

DRAPERIES: Be tolerant of small fluctuations in length. No fabric is completely stable. A completely stable fabric would have no textural interest at all. It is reasonable to expect a 3% change in any drapery length depending on the fabric involved. Drapery fabrics, due to yarn contents, construction, humidity, etc., will expand or contract under certain atmospheric conditions. You should allow sufficient fabric in the hems for later adjustments, should it be necessary.

FADING: The best available dyes are always used, but our fabrics are not guaranteed against color fading through exposure to the sun or atmospheric conditions. Some colors are more fugitive than others. Colors can fade by oxidation, "gas fading", if fabrics are kept in storage for too long a period without airing. Impurities in the air may cause as much fading as the direct rays of the sun.

MEMO SAMPLES: Loan samples are available at all our showrooms. We do not guarantee to match colors. If these memo samples are not returned within 30 days they will be billed and not accepted for credit after due date. The return date for memo samples may be extended upon request.

CAUTION: Due to the possibility of differences in dye lots, we recommend that all fabrics and wallpapers necessary to complete the job be in your possession before any work is started. Paints and special dye jobs should be made up to match actual fabrics and wallpapers, not sample equipment. No claims will be recognized on fabric or wallpapers after it has been in any way processed by the purchaser. We do not guarantee to match colors. If an exact match is required, i.e., as in velvets, etc. a cutting of current stock should be requested. No fabric will be accepted for return due to dye lot variation.

WARRANTY AND LIMITATIONS ON LIABILITY: Seller warrants that the merchandise will, at the time it is delivered to Buyer, be free from defects in materials or workmanship, within generally accepted industry standards. This warranty is in lieu of all other warranties with respect to the merchandise, including any implied warranties of merchantability or fitness. Any claim under this warranty shall be deemed waived unless made in writing within 30 days of receipt of the merchandise by the Buyer and before any part of the merchandise has been used, resold or transferred. Upon Seller's approval, non-conforming merchandise may be returned to Seller for credit or replacement, at Seller's option. Seller expressly disclaims any responsibility for and is not liable to Buyer and/or any user for (1) special or consequential damages

arising out of or in any way connected with the sale or use of the merchandise, and (2) variances in and/or damage to merchandise to which any after-market finish and/or treatment has been applied (e.g., Teflon, Flameproofing, Laminating, Paper or Acrylic Backing, Soil and Stain Protection, etc.

In no event shall Seller's liability exceed the amount paid by Buyer to Seller for the non-conforming merchandise. In no event shall Seller be liable for any failure or delay in delivery of all or any part of the merchandise, due, in whole or part, to lockouts, labor disputes, production or transportation interruptions or limitations, shortages or delays in delivery or receipt of materials, acts of God or any other cause beyond Seller's economically reasonable control. In no event may any action be brought against Seller more than one (1) year after the merchandise was delivered to Buyer.

VENUE: All sale and purchase agreements, purchase orders and invoices are made and performed in Moorpark, California, and shall be interpreted and construed in accordance with the laws of California. Any action brought to resolve a dispute arising from the interpretation or construction of or to enforce any such agreement, purchase order and/or invoice shall be brought in a court of competent jurisdiction in Ventura County, California and the parties consent to venue and jurisdiction of such courts.