

Pindler & Pindler Website Terms of Use

USERS, WEBSITE ACCESS, CONTENT

Unless otherwise specified on this website, all content on this website and all intellectual property rights therein are owned by Pindler & Pindler, Inc. ("Pindler") or their respective owners. Other than the non-exclusive right of use by "users" as specified herein, no rights to such content or portions thereof, regardless of the form in which it is presented, are conveyed to anyone by its appearance on this website or by the accessing thereof by any user.

Subject to these Terms of Use and all applicable laws and regulations, Pindler grants users a non-exclusive, non-transferable, personal, limited license to access, view and use this website and the content and information which Pindler makes available to users from time to time on the terms and conditions set forth in these Terms of Use. This authorization is not a transfer of title to the website or the content contained herein, or any part, and any downloading, modification, reproduction, copying, publication or redistribution for commercial purposes of any information or content or design elements of the website is strictly prohibited without the prior written consent of Pindler. Requests for permission to reproduce any information contained on this website should be addressed to Pindler at [the address provided under ["Contact Us"] on this website].

This license does not include the right to modify this website, or any portion of it, except with the express written consent of Pindler. Any resale or commercial use of this website or the content, any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying of information for the benefit of another; any sending of unsolicited e-mail, including promotions and/or advertising of products or services; any submission of a virus to website, overloading, flooding, mail bombing or crashing; any use of data mining, robots, or similar data gathering and extraction rules; or any other form of hacking, interference, spamming, sabotage or manipulation is prohibited.

Users agree to all additional restrictions displayed on the website as it may be updated from time to time. Users agree to use this website for lawful purposes only and not to post or transmit any information or material which in any way infringes or violates the rights of others or which is unlawful, defamatory, threatening, invasion of privacy or publicity, obscene, harassing or otherwise objectionable.

Users will not sublicense, transfer or assign the Terms of Use or any of the rights or licenses granted under the Terms of Use. Any attempted transfer in violation of the foregoing is void.

Pindler reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to prosecution of users in violation of these terms and conditions.

USAGE

By visiting, using and accessing this website at WWW.PINDLER.COM, users agree to be legally bound and will be deemed to have read, complied, and accepted these Terms of Use. Users must immediately discontinue use of this website if they do not agree or accept all of these Terms of Use. Pindler retains the right to remove and limit access to this website to any user at any time.

ONLINE ACCOUNTS

Pindler may in its sole discretion provide its clients, representatives and associates online access to restricted portions this website. Users with online accounts are solely responsible for protecting the confidentiality of any logon information and any actions or inactions in connection with such account.

NO ENDORSEMENT

Pindler does not recommend, endorse or support any third party business, service, or product, except as expressly stated by Pindler on this website. This website may provide information about third parties or provide third party content, including links to third party websites. Pindler shall not be responsible or liable for any injury or damage incurred by users of this website related to any third party information, even if such information contains mistakes, errors, or inaccuracies. Users who decide to visit any linked site or use any information on this website, do so at their own risk. Pindler does not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked websites or the information appearing thereon or any of the products or services described thereon. Links do not imply that Pindler is affiliated or associated with the linked site, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links; or that any linked site is affiliated or associated with Pindler or is authorized to use any trademark, trade name, logo or copyright symbol of Pindler.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PINDLER AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND/OR REPRESENTATIVES, ARE NOT LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, UNFORESEEN, CIRCUMSTANTIAL, AND/OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS WEBSITE AND/OR ITS CONTENTS AND/OR INFORMATION, EVEN IF PINDLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY UNDER SOME CIRCUMSTANCES, AND IN SUCH INSTANCES, PINDLER'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. PINDLER SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTIONS, OPINIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY. A USER'S ONLY RECOURSE IS TO TERMINATE THE USE OF THIS WEBSITE.

DISCLAIMER OF WARRANTY

TO THE EXTENT PERMITTED BY LAW, A USER'S USE OF THIS WEBSITE IS AT THEIR SOLE RISK. PINDLER MAKES NO REPRESENTATION ABOUT THE FUNCTIONALITY AND USABILITY OF THE CONTENT AND INFORMATION ON THIS WEBSITE. ALL CONTENT AND INFORMATION CONTAINED IN THIS WEB SITE IS PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OF IMPLIED WARRANTIES MAY NOT BE APPLICABLE UNDER CERTAIN CIRCUMSTANCES AND IN SUCH INSTANCES, PINDLER'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

Users should not assume that the content and information on this website is always updated. This website may be inoperable, non-functional, or interrupted on occasion. Users are warned that the content and information herein may contain technical errors, mistakes, inaccuracies, bugs, unknown viruses, and omissions. Users assume all risk related to this website.

INDEMNITY

Users agree to defend, indemnify and hold harmless Pindler and its directors, officers, employees and/or representatives from any claim, judgment, demand, liability, cause of action, and/or damages (including but not limited to reasonable attorneys' fees and disbursements) arising out of any use of and/or related to this website, including, but not limited to claims, judgments, demands, liability, causes of action and/or damage arising out of and/or related to users (i) infringement or misappropriation of any intellectual property rights, (ii) defamation, libel, slander, obscenity and/or violation of rights of privacy, (iii) spamming, or other offensive harassing or illegal conduct, or (iv) violation of these Terms of Use, or, incorrect website information, content, or third party products and services.

CHANGES

This website and its content and information are subject to change without notice, but Pindler has no responsibility to update any content or information on this website. Pindler reserves the right to change or modify these Terms of Use at any time. Such changes, modifications, additions, or deletions to these Terms of Use shall be effective immediately upon notice thereof, which may be given by any means including, but not limited to, posting new Terms of Use on this website. Any use of this website after such change or modification shall be deemed to constitute acceptance by users of such changes, modifications, additions, or deletions. Pindler may terminate, change, suspend or discontinue any aspect of this website, including the availability of any features of this website, at any time without notice. Pindler may also impose limits on certain features and services or restrict users' access to parts of this website without notice or liability.

TERMINATION

These Terms of Use and the rights granted herein will terminate automatically and without notice if users fail to comply with any term or condition of these Terms of Use, provided, however, that all provisions relating to disclaimers, limitation of liability, copyright, patent, trademarks, trade secrets and other proprietary rights of Pindler shall survive the termination of these Terms of Use.

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.

ENTIRE AGREEMENT

These Terms of Use shall constitute the entire agreement between Pindler and users and supersedes any previous oral, written or electronic communications or documents with respect to the subject matter herein. If any part of these Terms of Use and is found invalid or unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these Terms of Use shall continue in full force and effect.

INTELLECTUAL PROPERTY

This website, including all information and content contained in it, are copyrighted and protected by worldwide copyright, trademark and other laws and treaty provisions. Users agree to comply with all copyright, patent, trademark and other laws worldwide in use of this website and to prevent any copying, reproduction, modification, distribution, displaying, performing or transmission in violation thereof or of these Terms of Use. Except as expressly provided in these Terms of Use, Pindler does not grant any express or implied license or third party right to you under any patents, trademarks, copyrights or trade secret information of Pindler or of any third party.

All website design, text, graphics and the selection and arrangement thereof, are the property of Pindler.

All rights in the product or service names, company names, trademarks, trade names, website marks, logos, domain names, product packaging and designs of Pindler or third party products, services or websites whether or not appearing in large print or with the trademark symbol, belong exclusively to Pindler or their respective owners and are protected under national and international trademark and copyright laws. Users are not permitted to use same without the prior express written consent of the owner of such mark.

QUESTIONS / COMMENTS

Users having any questions or comments on the terms of use this website, should contact the Webmaster at the following email address: WEBMASTER@PINDLERCORP.COM. Users may also write the Webmaster at the following address:

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

Pindler & Pindler Contact Info

Pindler & Pindler, Inc.
Corporate Office and Warehouse
11910 Poindexter Avenue
Moorpark, CA 93021

COPYRIGHT/TRADEMARKS

All Content Copyright @ 2009 Pindler & Pindler, Inc. and its licensors. All Copyrights and Trademarks Reserved.

Privacy Policy

Effective Date April 1, 2009

Thank you for visiting www.pindler.com ("Site"), owned and operated by Pindler & Pindler, Inc. ("Pindler"). Pindler is committed to treating the personal and corporate information of our users with respect and sensitivity. Our privacy commitment is described in this Privacy Policy. As our services evolve and we perceive the need or desirability of using information collected in other ways, we may from time to time amend this Privacy Policy. We encourage you to check our Site frequently to see the current Privacy Policy and Terms of Use in effect and any changes that may have been made to them. If we make material changes to this Policy we will post the revised Policy and the revised effective date on this Site. Please check back here periodically or contact us at the address listed at the end of this Policy.

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.

Cookies

We may use cookies to personalize our Site for you and to collect aggregate information about site usage by all of our users. A cookie is a text file that our Site transfers to your computer's hard drive for record-keeping purposes and to enhance the quality of your visit to our Site. The cookie assigns a random, unique number to your computer. It does not contain information which would personally identify you, although we can associate the cookie with any personal identifying information that you provide us while visiting our Site. Our cookie may record "clickstream" information (data reporting the URLs or names of the pages on our Site that you have visited). You can set your browser to refuse cookies, but doing so will limit system performance and may even cause certain features of the Site to malfunction or not to work at all.

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

Pindler & Pindler Contact Info

Pindler & Pindler, Inc.
Corporate Office and Warehouse
11910 Poindexter Avenue
Moorpark, CA 93021

(c) Copyright 2009 by Pindler & Pindler, Inc.. All rights reserved.

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.

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.

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 makes 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. 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.

F.O.B.: Moorpark, CA

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. All authorized returns must be in the original wrapping materials in the same condition received by Buyer. Your request for return authorization must include the invoice number, date of invoice, pattern, color, yardage and reason. Fabric can not be returned for credit after it has been cut. 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 can not 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 shrinking is not valid where there is evidence of heavy soiling, abuse, or improper cleaning.

HANDLOOMED AND NATURAL FIBER FABRICS. Handwoven and natural fiber fabrics may have slight variation 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 characteristics 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 dyelots, 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.

FADING. The best available dyes are 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 from memo samples may be extended upon request.

CAUTION. Due to the possibility of differences in dye lots, we recommended that all fabrics 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, not sample equipment. No claims will be recognized on fabric after it has been in any way processed by the purchaser. We do not guarantee to match colors. If an exact match is required, 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, Flame Proofing, 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.

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, Flame Proofing, Laminating, Paper or Acrylic Backing, Soil and Stain Protection, etc.). Any after-market finish and/or treatment applied on washed fabrics may alter the prewashed characteristics. Shrinkage must be allowed. The below prices are based on yardage of identical style and color. Prices are subject to change without notice.

TEFLON

1 to 25 yards...\$60 minimum
Over 25 yards...\$3.45 per yard

FLAME RETARDANT

1 to 25 yards... \$88 minimum
Over 25 yards...\$4.90 per yard

FLAME RETARDANT & TEFLON

1 to 25 yards...\$90 minimum
Over 25 yards...\$5.20 per yard