

DirecTex

1. Title to the goods priced at the shipping point passes to Buyer, and Seller's liability as to delivery ceases upon making delivery of said goods to carrier at the F.O.B. shipping point in good condition. Title to goods at destination shall pass to Buyer upon delivery at the destination specified.
2. All orders are subject to acceptance by DirecTex and its authorized credit sources.
3. Any portion of this order not taken by Buyer in the month originally specified, may be postponed or cancelled at Seller's option, without tender or notice to the Buyer. Such postponement or cancellation shall not affect any remaining portion of the order.
4. Any controversy arising out of this sale shall be determined by law of the State of California, including California Commercial Code as enacted by California.
5. No goods shall be returned without prior written authorization from DirecTex and the original invoice; Customer agrees to pay 25% handling charges on all accommodation returns.
6. LIMITED WARRANTY: Seller makes no warranties of any kind, express or implied except that the goods sold by Seller shall be of Seller's standard quality. Buyer assumes all risk and liability resulting from the use of the goods, whether used singly or in combination with other goods. In the event Buyer believes the goods sold by Seller do not meet Seller's standard quality, the sole and exclusive remedies of Buyer shall be, in the sole discretion of Seller, repair or replacement of the goods. SELLER SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER ANY AND ALL CIRCUMSTANCES. All items sold by Seller and claimed to be defective must be shipped to Seller's place of business at the expense of Buyer. If Seller determines that the goods are in fact defective, the goods will be repaired or replaced, in Seller's sole discretion. Seller's acceptance of any items shipped to Seller shall not be deemed an admission the items so shipped are defective, and if Seller finds that any items returned are not defective, such items will be reshipped to Buyer at Buyer's expense. SELLER MAKES NO OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS SUPPLIED BY SELLER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE.
7. In the event Buyer fails to fulfill the terms of payment, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security to cover the cost of the goods being shipped.
8. No claim of any kind whether as to goods delivered or for non-delivery of goods shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed and failure to give written notice of claim within ten (10) business days from date of delivery of the goods shall constitute an irrevocable acceptance of the goods and waiver by the Buyers of all claims in respect of such goods. In the event such notice is given by the Buyer, Seller shall be given a reasonable opportunity to investigate the matter, including an opportunity to inspect the goods in question. Buyer must commence any action based on breach of any of the terms or conditions for this sale within one (1) year of the date of delivery of the goods which are subject of such claim or within one year of date of the alleged breach, whichever occurs first. NO charges or expenses incident to any claims will be allowed unless approved by an authorized representative of Seller. Goods shall not be returned to the Seller for any reason, including for credit, without Seller's permission. No claim will be allowable after the goods have been treated or processed in any manner.
9. Buyer shall reimburse Seller for all taxes, excise or other charges which Seller may be required to pay to any government (Federal, State or Local) upon the sale, production or transportation of the goods sold hereunder.
10. Customer agrees to pay a LATE CHARGE of 1.5 percent per month of amounts unpaid after its due date, a \$35.00 CHARGE for any check or draft returned unpaid for any reason, and all costs and reasonable ATTORNEY FEES incurred in collection of all past due invoices and accounts.
11. Customer warrants that purchases are intended primarily for business uses and are not intended to be used for a personal, family or household purpose and agree(s) not to use said purchases for such a purpose.
12. Product Disclosure: Select fabrics sold by DirecTex are constructed using a certain PVC stabilizer which has been known to contain varying degrees of lead.
13. No liability shall result from delay in performance or non-performance of this agreement directly or indirectly caused by labor trouble, fire, explosion, accidents floods, or shortage, war, act of or authorized by any Government, inability to obtain suitable material, fuel, power, equipment, or transportation, or act of God arising from contingencies, happenings, or causes beyond the control of the party affected. Goods so affected by any such circumstances may be eliminated without liability, but this agreement shall otherwise remain unaffected.
14. In the event of inability for any reason to supply the total goods specified in this order, Seller may allocate its available supply proportionally among any or all purchases, without liability for any failure or performance, which may result there from.
15. This instrument contains entire terms and conditions shall be of any force unless such modification is in writing and signed by the party to be bound thereby.
16. Waiver by Seller of any breach of these terms and conditions shall not be construed as a waiver of any other breach.
17. All notices must be sent to:

DirecTex
3567 Old Conejo Road
Newbury Park, CA 91320