

TAILOR-MADE TEXTILES

TERMS & CONDITIONS

BY PLACING AN ORDER WITH CACCESE COLLECTION LLC, dba TAILOR-MADE TEXTILES, CUSTOMER AGREES TO THESE TERMS & CONDITIONS.

1. Definitions: When used herein, "Buyer" shall mean the original purchaser of the carpet or rug manufactured by the Manufacturer. The "Manufacturer" shall mean Caccese Collection, LLC, DBA Tailor-Made Textiles.
2. The terms and conditions set forth herein are the only ones upon which Tailor-Made Textiles will accept orders. These terms supersede all prior oral and written understandings, assurances, and offers, and there are no understandings, agreements, representations or warranties, express or implied, not specified herein. Buyer acknowledges and agrees that Buyer has full knowledge of these terms and conditions. Buyer has read and understands the provisions herein concerning the Manufacturer's warranty, limitations on the Manufacturer's liability and indemnity. These terms and conditions shall become binding on both parties upon receipt of the buyer's deposit payment.
3. The Manufacturer warrants the manufacturing of its carpets and rugs to be free from obvious Manufacturing Defects for 90 days from the date of delivery to the original purchaser. The Manufacturer warrants the manufacturing of its carpets and rugs to be free from hidden Manufacturing Defects for one (1) year from the date of delivery to the original purchaser. Any rugs and carpets not fully installed over a pad will void all warranty claims. There are no warranties for any goods installed on stairs. There are absolutely no warranties given for vintage, semi-vintage or antique rugs. Please request a copy of our full warranty to review limitations and exclusion prior to your purchase.
4. The Manufacturer's sole liability, and the exclusive remedy against the Manufacturer, is limited to the repair or replacement of any materials evidencing Manufacturing defect. In no event shall the Manufacturer be responsible for any incidental or consequential damages, including costs for installation or inspection, nor any claims of damages for bodily injury or property damage. In no event shall the Manufacturer's liability exceed the original purchase price of the carpet or rugs in the area or room where such Manufacturing Defect in materials or workmanship is determined to exist. Buyer shall not have right to offset with regard to purchases made by Manufacturer. Manufacturer reserves the right to determine if any Manufacturing defects exist.
5. In the event a third-party, with whom the Buyer has entered into a transaction involving the sale or provision of the Manufacturer's goods, asserts a claim against the Manufacturer as a result of the Buyer's failure to comply with any applicable federal, state, or local law, including, without limitation, any consumer protection law, applicable to the Buyer's transaction with such third-party involving the Manufacturer's goods, then the Buyer shall defend, indemnify, and hold the Manufacturer harmless from such claim. In the event a third-party, with whom the Buyer has entered into a transaction involving the sale or provision of the Manufacturer's goods, asserts a claim for breach of an implied warranty or a warranty or claim expressly disclaimed herein and the Manufacturer is found liable for such claim because the third-party was not made aware prior to the transaction of the Manufacturer's disclaimer of any such warranty, express or implied, then the Buyer shall indemnify the Manufacturer.
6. All orders are considered firm and final sale. Tailor-Made Textiles will not guarantee any request to accept cancellation for any order. Should Tailor-Made Textiles accept a cancellation of an order (which acceptance may be withheld for any reason), Tailor-Made Textiles shall have the right to retain in full the deposit paid by Buyer for such order, and/or deduct any design work fees or sample costs from any monies it agrees to return.
7. Buyer acknowledges that any and all of the patterns, drawings, designs, specifications, copyrights, trademarks and other intellectual property rights used or embodied in or in connection with the merchandise are and shall, at all times, remain the sole property of Tailor Made Textiles. Buyer acknowledges that it shall not utilize the Intellectual Property except as contemplated in this Agreement.
8. All sales require initial payment of at least fifty (50%) percent with full balance (including delivery, taxes & other related charges) paid before delivery, unless other arrangements have been agreed to, in writing, by Tailor-Made Textiles. All deposits are non-refundable. Local freight is beyond FOB listed on Manufacturer's order. Any credit card chargebacks are accessed a non-refundable fee of \$500.
9. Tailor-Made Textiles will cover 1 month of storage for all orders, including for stock, broadloom and custom rugs. Any order not collected or shipped within that time period will be assessed storage fees as follows: \$95/per month each carpet or broadloom roll; \$75/per month per finished rug. Any orders held beyond 9 months with balance due are moved to collections; legal fees and associated costs to collect unpaid balances and/or storage costs are to be borne by the purchaser and added to the total due.
10. Tailor-Made Textiles reserves the right to adjust pricing at any time to absorb any new changes in import tariffs that effect import costs for any custom goods. Buyer will be notified in writing in advance if any tariff change occurs that will effect their order, and duty charge will be added as a separate line item to the final invoice.
11. Tailor-Made Textiles is obligated to collect sales tax in the following states: Florida, Georgia, Illinois, New Jersey and New York. Any orders picked up in or shipped to these states will be levied the corresponding sales tax unless the Buyer submits a valid Resale Certificate or Tax Exempt Certificate for that state. Sales Tax is based on the FOB listed on the order, not the end user's address.

12. Unless specifically stated to the contrary, all delivery, packing, crating, shipping, in-transit insurance, local delivery, uncrating and installation charges, as well as sales or other taxes are in addition to the stated purchase price.

13. Prices quoted herein are applicable solely to this order and expire on the date listed on quote. Changes in quantity or the scope of work will render orders null and void and result in a new quote and/or change of order.

14. Tailor-Made Textile merchandise is not guaranteed against fading or shrinkage due to, but not limited to, cleaning, steaming and/or exposure to the sun and/or effects of wear, or failure to rotate goods every 6 months. High traffic and utilization areas, including, but not limited to, stairways, entryways, dining areas, and areas exposed to outside environmental conditions, may cause depreciation to goods which is considered wear and tear. Tailor-Made Textiles offers no warranty for goods installed on stairs, nor guarantees against the phenomenon known as pooling. All indoor/outdoor goods need to be protected or moved indoors in inclement weather.

15. Tailor Made Textiles is not responsible for precise color matching due to possible spinning, yarn, weaving or dye lot variations. The consistency of the coloring between the samples shown and the final product delivered cannot be guaranteed and does not in any way put the Manufacturer at fault. Colors can vary under different lighting and this should be considered when viewing the products.

16. Manufacturer is not responsible for the application or installation of Tailor-Made Textiles merchandise when using a workroom other than one hired by Tailor-Made Textiles. Buyer acknowledges sole responsibility for verifying rug sizes and carpet take-offs are accurate and sufficient and at no time will hold Manufacturer liable for inaccuracies. Please note that all hand made goods have an expected size variation of approx +/- 6-8" in either direction.

17. Quoted delivery dates are approximate dates only. Tailor-Made Textiles shall not be responsible for any delay in delivery or failure in performance for any cause beyond our control (including, but not limited to, labor disputes, failure or delay of sources to supplier, transportation difficulties, accidents, fires, pandemics, acts of nature, acts of war) and/or any event that interferes with Manufacturer's normal business operations.

18. For orders in which Tailor-Made Textiles arranges shipping to the receiver, we require immediate inspection and written notice of any damage to bales. The receiver must note in writing, "further inspection required" on all BOLs and PODs provided by the freight line, common carrier or trucker and retain a copy of this for records. Any damage or irregularities must be reported to Tailor-Made Textiles in writing within 24 hours of receipt of goods. Requests for repairs or replacements will not be entertained after 14 days from delivery.

19. Tailor-Made Textiles is not responsible for damage to goods due to improper storage or cleaning. Our warranty period begins from date of delivery, not date of install.

20. Tailor-Made Textiles is not responsible for confirming what any applicable building codes, ADA or fire codes might be, and cannot be held responsible if any goods do not meet a project or location's specific requirements. If you have a project with specific fire or building codes, please discuss this with us before the order is placed and we will gladly provide the current fire/flame code reports for your review.

21. Buyer acknowledges they will follow cleaning and maintenance instructions supplied with each order. Note that shedding of new rugs is natural and does not signify any kind of manufacturing defect. Shedding of new rugs is expected during the first 6 – 12 months; rugs should be cleaned with suction-only vacuums to help speed the natural process of expelling excess yarn. Buyer should not use plastic or dark/opaque furniture protectors on rugs as staining is possible. Color transfer from rich colors dyes can happen – to avoid floor-staining, rugs need to be spread over a premium rug pad that keeps rug and fringe fully off the floor.

22. Be aware that hand made Moroccan, high-pile and shag rugs need special handling and care. New high pile rugs often have a different appearance to samples and strike offs. Samples and strikes generally have a more relaxed pile and fiber feel as pile reacts to humidity and surrounding environments and often falls to one side. New high pile rugs have a more fresh, smooth and plush appearance and often appear brighter in color. This is not a defect or a manufacturing mistake – this is indicative of a new rug and should be expected and anticipated. Please advise your client and end user to successfully manage their expectations.

When placing an order with Tailor-Made Textiles, buyer acknowledges all Terms and Conditions as outlined above.