

## TERMS AND CONDITIONS OF SALE

### PRICES

Prices quoted are NET F.O.B. Los Angeles, and are subject to change without notice please confirm prior to placing your order. Freight, delivery, custom charges and processing charges are not included in the wholesale net price. These charges will be reflected on the final invoice and remain the client's responsibility.

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### WOVEN TO ORDER

All rugs are woven to order offering the designer the opportunity to specify custom sizes and interchangeable colors within the Linen Collection. Please allow approximately 14 weeks, from dye lot cutting approval. Due to the cleanability of the linen and raffia fibers these rugs are not suggested for broad loom application, area rugs only.

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### DYE LOT CUTTINGS

Dye lot cuttings are sent 2nd day via UPS unless otherwise requested. Dye lot cuttings may receive expedited delivery at the client's request and expense. Dye lots will vary with each production run. All dye lot cutting approvals must be in writing. We will not accept approvals by phone. All orders require a dye lot cutting. Dye lot cuttings cannot be waived. 18"x18" dye lot cuttings: \$250.00.

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### ORDERS

Upon receipt of your order, you will receive an acknowledgement which should be reviewed immediately. It is the responsibility of the client to ensure that all information has been processed accurately. The order confirmation is the final agreement between the client and Rose Tarlow Melrose House and is subject to acceptance by our mills.

Please always designate pattern name, number, body and border color and size when ordering. Errors can be costly and may cause unnecessary delays. Please consider the width of the rug you are ordering. 8003 Trigance and 8004 Brushed Ikat come in 4'6" widths. Seams may be visible.

### CUSTOM ORDERS

We welcome your inquiries for custom sizes and borders. Prices and minimums are subject to the specification of our mills and are quoted on an individual basis. A deposit of 50% is required to activate all orders. Custom rugs require that the dye lot cutting payment be made in full prior to the receipt of drawings for approval. Production time will be quoted on an individual basis depending on size and complexity of the project.

Please do not consider your memo sample as current production. We will always match as closely as possible. Natural fibers will always vary due to environmental conditions, and variations in the weave will be evident from one shipment to the next. Custom orders may not be cancelled and will not be refunded.

### CREDIT TERMS

All orders require a 50% deposit, balance due prior to shipping for any goods being ordered or handled on a custom basis. Before a first order can be shipped, the account check must clear the bank. We will accept certified checks or money orders to expedite initial orders.

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### SHIPPING

All shipments are F.O.B. Los Angeles. Complete shipping information must be provided and must accompany your order. We cannot ship to a P.O. Box and we will not store merchandise once it is ready to ship. Any shipping delays beyond 10 working days will assume a 1.5% warehouse stocking fee per day. This fee will be based on the total amount of the order excluding freight charges.

We will not assume responsibility for damages or loss suffered in transit. Original packaging, a copy of the invoice and photographs must accompany the order if a shipping claim is to be made.

Rose Tarlow Melrose House is not responsible for moving furniture or installation of our rugs. Please contact a professional white glove delivery company for installation.

Rugs may have crease marks from the packaging materials, particularly apparent on the outside of the roll. Brush the areas of the rug with a garment comb and let it lay flat.

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### CARE AND MAINTENANCE

All Rose Tarlow Melrose House linen and raffia rugs are sold with a rug pad. Proper padding is essential. Rug pads are shipped separately and come in 6' widths.

Due to the uniqueness of linen and raffia rugs Rose Tarlow Melrose House is not liable for the degree of expertise the owner may use when applying cleaning instructions. All responsibility rests with the user. Preventative care is the best possible way to keep your rug happy and healthy. Stain guard treatment is available upon request. Prices are subject to change. Stain guarding will not prevent merchandise from soiling, but will make it easier to clean.

Professional cleaning is recommended as needed. Rugs made of linen or raffia require additional care due to their delicate nature. They are not suited for commercial application, wall to wall installation or areas of high traffic. Different stains require different cleaning methods please contact a certified rug cleaning professional. Do not use hot water or steam cleaning under and circumstances. Linen rugs are especially delicate. Pile crushing is to be expected. Care should be taken with spot cleaning not to further crush fibers.

## CANCELLATIONS / RETURNS

Orders may not be cancelled without written notice and mutual agreement between Rose Tarlow Melrose House and our representative showroom. Cancellations will not be accepted after 10 working days from the date of the acknowledgement. On standard orders where a cancellation has been approved, a restocking fee of 25% of the net wholesale price will be imposed. Any sampling fees (dye lot cutting fees) will not be refunded.

Custom rugs cannot be returned. They are non-cancelable and non-refundable. Sizes that vary from Rose Tarlow Melrose House standard sizes (8'x10', 9'x12' and 11'x14'), non standard motifs, colors, border widths constitute a custom rug.

All other returns must be authorized by Rose Tarlow Melrose House and must be accompanied by a copy of the original sales order. Merchandise returned without an authorization will be refused and freight will be charged back to the client. No returns will be accepted under any conditions if the rug is not in its original condition (no stains, damage, scotch guard or pile indentations will be accepted). No rugs, dyed or natural are can be guaranteed against fading or pile crushing.

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## RESPONSIBILITY

Rose Talrow Melrose House textiles are protected under all copyright laws. We do not guarantee against wear, fading or discoloration, shrinkage, abrasion, pile crushing or dye lot variation. Certain products are irregular by nature and variations in texture, color, and weave are inherent to their manufacture and character. Environmental changes, extreme temperatures, and other conditions may affect the wearability of any rug.

Please examine the goods. Claims for errors must be made in writing within 10 days after delivery. Failure to make such claims within this period shall constitute acceptance of merchandise.

Rose Tarlow Melrose House will not be responsible for any delays of any kind due to strikes, floods, storms, fires, accidents, wars, interference, customs, and shortages of labor, fuel, materials, or any other causes beyond our control.

## COPYRIGHT

Rose Tarlow Melrose House maintains proprietary interests in its designs. Those responsible for unauthorized reproductions will be subject to prosecution as provided by law.

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## SAMPLING

5"x5" samples (in lieu of poms) and 18"x18" corner samples are available to memo. A credit card will be kept on file and run in event the samples are not returned or returned in poor condition. 18"x18" samples are \$250.00

Floor rugs are intended for showroom display only.