

## TERMS AND CONDITIONS OF SALE

**PRICES:** ALL NFK international prices are quoted Net. Prices are quoted FOB warehouse and do not include shipping, storage, sales taxes or installations.

NFK international reserves the right to change prices without notice, prior to order confirmation.

**TERMS:** NFK international terms are 50% deposit, balance due before delivery. Payment is due upon issuance of invoice. If timely payment is not made, the customer shall be liable for 1 ½% monthly interest charges and reasonable collection costs including attorney's fees.

**ORDERS:** All orders must be in writing and should be addressed and sent directly to:

Email: [nfkinternational@nfkinternational.com](mailto:nfkinternational@nfkinternational.com)  
or: [sales@nfkinternational.com](mailto:sales@nfkinternational.com)

Orders shall be considered accepted by NFK international, only after the issuance of a formal order confirmation.

Orders are subject to the terms and conditions set forth herein and in the NFK international confirmation only. The NFK international order confirmation supersedes all prior writings and may not be modified except upon issuance by NFK international of a revised order confirmation. No orders are binding on NFK international until issuance of the order confirmation.

**ACKNOWLEDGEMENT:** Each order will be checked and acknowledged by NFK international. Clients should check each acknowledgement for accuracy, and immediately notify NFK international of any discrepancies. This printed acknowledgement is the final agreement between NFK international and the Client, superseding all previous communications regarding the order.

**CHANGE OF ORDERS AND CANCELLATIONS:** Changes and cancellations will be accepted by NFK international up to one week after date of order confirmation, and are valid only if confirmed by NFK international in writing. After one week, cancellations are subject to a 25% handling charge, and changes acceptable only when production has not yet commenced.

In the case of special order merchandise and all upholstered goods, no cancellations can be made after one week from the date of the NFK international confirmation.

**SHIPMENTS:** Unless shipping instructions are stipulated by customer, NFK international has the option to ship by what is in NFK international opinion to be the best way. NFK international reserves the right to make partial shipments and invoices covering same are payable within 15 days of issuance. Customer bears the risk of loss or damage of merchandise after leaving the NFK international warehouse

**FREIGHT CLAIMS:** NFK international is not responsible for damages or loss suffered in transit or storage. All NFK international merchandise has been carefully inspected and packed according to ICC standards.

At time of delivery, customer should examine cartons carefully and note visible damage or shortage on the delivery receipt. Any damage or loss must be claimed by the consignee with the carrier within 15 days of receipt of goods.

Any claims against NFK international for defects, shortage or error must be made to NFK international by the buyer in writing within 10 days of delivery.

Failure to make such claim shall constitute full acceptance of the merchandise and waiver of all defects, shortages and error ascertainable under inspection.

**DELIVERY:** NFK international is not liable for delay or failure to deliver or perform due to strikes, differences with workers, war, riot, fire, compliance with government regulations, acts of God, failure or delay of sources of supply, or any other causes beyond NFK international control.

**RETURNS:** No merchandise may be returned without NFK international written consent, shipping instructions, and NFK international return label prominently affixed to the outside of the carton. Unauthorized returns will not be accepted and returned freight-collect.

Authorized returns will be subject to a 25% restocking fee. In such case as the goods received are not in the original condition in which they left the factory, an additional charge for restoration to the original condition will be made. Special order merchandise and all upholstered goods are not subject to returns.

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**STORAGE:** If customer cannot accept delivery by shipping date specified on confirmation, NFK international reserves the right to transfer the goods to storage. Transfer to storage and storage will be customer's expense and NFK international may deem such transfer as delivery for all purposes including invoicing and payment.

**WARRANTY:** NFK international merchandise is manufactured in accordance with the highest standards of design and manufacture and is warranted to be free from defects in material and workmanship for a period of two years from the date of delivery, under normal use and under conditions for which the product was designed. During this warranty period, NFK international will repair, or at its own opinion replace such merchandise as shall prove to be defective.

This warranty does not apply to damages resulting from accident, alteration, misuse, tampering, negligence or abuse. Printed fabrics are not warranted against irregularity in register. Fabrics are not warranted against fading, crocking, wear abrasions, shrinking, stretching, seam slippage, tearing, discoloration from liquid contact or alteration in colour due to any finish treatment.

NFK international is not responsible for dye-lot differences or discrepancies in fabric widths. NFK international does not warrant or guarantee an exact match to cutting or memo samples. COM fabrics are in no way warranted. This warranty does not extend to colour, grain or texture of natural materials such as wood, marble or leather, because of natural variations over which NFK international has no control, and does not warrant matching of colour, grain or texture except as specified in the order confirmation. All other warranties (including any warranty of merchantability or fitness for any particular purpose) are hereby excluded. The foregoing shall constitute NFK international sale warranty and exclusive remedy of customer.

**DESIGNS:** All dimensions and weights shown are considered approximate. NFK international reserves the right to make changes in price, dimensions, design and/or construction without prior notice.

**CUSTOMER'S OWN MATERIAL:** Customer's own material prices include labour for applying fabrics. COM's must be clearly marked with NFK international order number, item number, description and quantity to permit proper identification and should be shipped freight prepaid (marked inside delivery) to NFK international address noted on the confirmation. Fabric requirements are based on 51" wide material. If material is narrower or pattern requires matching, additional fabric may be required. A cutting of COM material must be submitted with order and reasons of unsuitability. In the accordance of any specific instructions regarding pattern, direction of stripes, right side of reversible fabrics, etc. NFK international reserves the right to use its own best judgment. Excess fabric will not be returned unless specifically requested in writing or purchase order.