Customer File Information
GARNIER THIEBAUT INC.

3000 S Eads St
Arlington, VA 22202
Phone: 888.812.6670 Fax: 888.812.0402

We *welcome* you as a new customer and look forward to serving you. In order to accurately process orders and to give the best service possible we require all new customers to fill out this information form completely. If you have any questions please call customer service at 888.812.6670. Thank you for your cooperation.

Bill To:

Company Name: _____

_____
(If operating under a dba include full company name)

Billing Contact: _____

Billing Email: _____

Billing Address: _____

_____

_____

Telephone: _____

Fax: _____

Tax ID/IRS No. _____

Ship To:

Company Name: _____

_____
(If operating under a dba include full company name)

Shipping Contact: _____

Shipping Email: _____

Shipping Address: _____
(Cannot ship to PO Boxes)

_____

_____

Telephone: _____

Fax: _____

Purchasing:

Purchasing Contact: _____

Purchasing Email: _____

Telephone: _____

Fax: _____

Requested Payment Terms:

Net 30: ☐

If Net 30 credit is selected, please complete the attached credit application. Credit requests are subject to approval.

Visa/MasterCard/: ☐

If Visa/MC/ is selected, a Credit Card Authorization form will be faxed for **each order**. **We will not keep credit card information on file.**

If any specific requirements, please detail below or attach separate description

_____

_____

_____

Important Freight/Shipping Information

Primary Contact Name: _____
Phone Number: _____

RECEIVING HOURS: _____

Is there a receiving dock? YES☐ NO☐

Is Lift Gate service needed? YES☐ NO☐

Is an appointment needed? *YES☐ NO☐

*Contact information to set up appointment: _____

Name/Email/Phone: _____

_____

_____

Inside delivery **ONLY**? YES☐ NO☐

For **international** shipping (outside of US), please indicate customs broker information below:

Broker Name _____

Address _____

_____

Phone Number _____

Email _____

Please indicate any other important information below:

_____
_____
_____
_____
_____

Terms of Sale

Effective October 1, 2019

Prices. All prices are net, purchaser's risk, FOB Origin, and do not include shipping and handling or taxes. GARNIER THIEBAUT INC reserves the right to change prices without prior notice. Prices should be checked with the sales office prior to ordering. On-line price lists replace all prior price lists and are subject to change without notice. On-line price lists, or any portion thereof, may not be reproduced without Garnier Thiebaut Inc's express prior written permission.

Taxes. Prices do not include federal, state, or local taxes. In order to exempt a sale from sales or use tax liability, Purchaser must supply Garnier Thiebaut Inc with a certificate of exemption or similar document at the time the order is placed. In the event that Garnier Thiebaut Inc's products are shipped to a location outside of the state of the Purchaser's principal office, Purchaser agrees to furnish Garnier Thiebaut Inc with the resale certificate required by the state to which the products are delivered.

In order for the Purchaser to purchase Garnier Thiebaut Inc's products for its own consumption without payment of applicable sales tax, Purchaser must be authorized by the applicable state as a "Direct Pay Taxpayer." Purchaser acknowledges that it assumes all responsibility to pay the required use (sales) tax to the appropriate tax authority. The Purchaser further agrees to furnish Garnier Thiebaut Inc with evidence that it has been authorized as a Direct Pay Taxpayer by the applicable state.

In the event that the Purchaser is unable to perform any of the above obligations relative to sales tax compliance, Purchaser shall pay all use (sales) taxes, interest charges and penalties which Garnier Thiebaut Inc is required to pay to any state of local government as a result of this sale.

Ordering. A signed purchase order is essential. Telephone orders must be confirmed in writing. Catalog number, product/fabric name and color must be included in the order. Orders are subject to acceptance with issuance of written order acknowledgments which are final and binding. All order acknowledgments will include an anticipated delivery date. Orders may only be changed prior to shipment by written request. All such requests are subject to Garnier Thiebaut Inc's ability to conform. Additional material, labor, administrative and/or other costs may be charged.

Shipping. Complete shipping instructions as to carrier and routing should be included with the order. If no routing is specified (or if "best" routing is requested) Garnier Thiebaut Inc will select an appropriate carrier. Garnier Thiebaut Inc is not responsible for delays, failure of delivery, loss or damage in transit or storage. In the case of loss during shipping, the Purchaser must save all original cartons and shipping materials for inspection by the carrier. The Purchaser should file claims directly with the carrier. Be advised that most carriers require that claims be filed within 15 days and that damaged goods be kept in the original package. As inventory levels can fluctuate due to allowances or shortages, Garnier Thiebaut Inc reserves the right to make partial shipments as product/fabric is available. Invoices for such shipments are to be paid for shipments made.

Payment Terms. New accounts: For initial orders, Garnier Thiebaut Inc accepts only prepaid and credit card orders (Major credit cards accepted: Visa, MC,).

Established Accounts: Established accounts with a good credit record may be granted credit terms. Garnier Thiebaut Inc reserves the right to suspend or revoke the credit of any customer.

The credit terms and any applicable cash discounts will be stated on the GARNIER THIEBAUT INC invoice. In the event that these credit terms differ from those specified on Purchaser's order, the terms as stated on the invoice will decide the terms of sale. A line of credit amount will be assigned to the Purchaser's account by Garnier Thiebaut Inc. Garnier Thiebaut Inc will disclose this line of credit amount to an authorized representative of the Purchaser, upon written request. Garnier Thiebaut Inc reserves the right to change this line of credit amount at any time.

In the event that Purchaser fails to fulfill the terms of payment or in case GARNIER THIEBAUT INC shall have any doubt at any time as to Purchaser's ability to meet its obligations, Garnier Thiebaut Inc may decline to make further deliveries except upon receipt of cash or satisfactory security.

Garnier Thiebaut Inc reserves the right to charge Purchaser interest (at 2% per month) on past due accounts and reserves the right to charge Purchaser $100.00 for any check returned to GARNIER THIEBAUT INC for insufficient funds (N.S.F.).

Garnier Thiebaut Inc does not allow discounts for payments in advance of due dates except as specifically described in the terms stated on the invoice.

All Payments by check on account should be sent to Garnier Thiebaut Inc. Wire transfer or ACH instructions will be provided upon request. All payments should be accompanied by the appropriate reference to specific invoices paid. Unless agreed in advance, GARNIER THIEBAUT INC will apply the payment amount to the oldest invoices outstanding.

Cancellations. Orders may not be canceled without the written consent of Garnier Thiebaut Inc. A cancellation charge may be applied. Orders requiring a deposit for which payment has been received are non-cancelable without forfeiture of entire deposit.

Claims. A purchaser which believes any Garnier Thiebaut Inc products to be defective or incorrectly shipped should

contact Garnier Thiebaut Inc at 1-888-812-6670. Customer satisfaction is our top priority and we will work to resolve any reasonable complaint. No claim may be made after a product has been cut or finished to order. Claims must be made in writing within 2 weeks from date of receipt of order. All claims for shortages must be made to Garnier Thiebaut Inc within 5 days of delivery. Claims not made within five days of delivery may not be honored by Garnier Thiebaut Inc. GARNIER THIEBAUT INC will not be responsible for any costs other than those billed by Garnier Thiebaut Inc

Returns. No product may be returned without Garnier Thiebaut Inc's prior written consent. Unauthorized returns will not be accepted. A handling charge may be charged on all approved returns, which must have a Garnier Thiebaut Inc Return Goods Authorization form attached. A 20% restocking fee, and both original and return charges for all goods returned, will be charged.

Limitations. Variations in dyes, dye lots, yarns and spinning lots may cause variations between samples and shipped fabric. A cutting of current stock will be sent upon request with order acknowledgment. All weights and dimensions are approximate.

Flame Retardant Properties; Topical Treatments. In accordance with the provisions of the Flammable Fabrics Act, as amended, this merchandise is not intended for use as wearing apparel. Flame retardant chemicals can cause skin irritation, fabric spotting and/or stitching problems. In addition, all of the flame retardancy may be removed through machine washing and/or dry cleaning of the fabric. Accordingly, Garnier Thiebaut Inc shall have no liability for any losses, claims or damage resulting from flame retardant chemicals. Adding topical treatments to any fabric may alter the performance, quality, color or hand. Garnier Thiebaut Inc shall have no responsibility for any damage to fabric treated beyond regular finishes applied at the mill level.

Warranties. **Except as stated in separate documents furnished by Garnier Thiebaut Inc. Garnier Thiebaut Inc makes no warranty of any kind, express or implied, including no warranty of fitness for a particular purpose except that the goods sold hereunder shall be a merchantable quality; and Purchaser assumes all risk and liabilities for results obtained by the use of the material covered by this order, whether used singly or in combination with other products.**

No liability shall result from delay in performance or non-performance under these Terms of Sale, directly or indirectly caused by fire, explosion, accidents, flood, labor trouble or shortage, war, act of or authorized by any government, inability to obtain suitable material, equipment, fuel, power or transportation, or act of God or arising from contingencies, happenings or causes beyond the control of the party affected. Quantities so affected by any such circumstances may be eliminated without liability, but these Terms of Sale shall otherwise remain unaffected.

Custom Orders. Custom orders will be accepted at Garnier Thiebaut Inc's discretion. If sufficient time and minimum yardage requirements are met, Garnier Thiebaut Inc will own any custom colors and/or designs. All custom orders require a written purchase order and a non-refundable deposit to begin production. All custom orders are subject to a maximum of 10% over or under on the production run; adjustments will be made on the final invoice.

Custom orders may not be canceled or returned. Custom products are sold by the piece only. Garnier Thiebaut Inc's ability to produce a custom design or color once does not guarantee Garnier Thiebaut Inc ability to produce it in the future, which should be taken into account when calculating attic stock. Please contact the nearest showroom for additional information.

Designs. All GARNIER THIEBAUT INC designs are copyrighted by, and remain the sole property of, Garnier Thiebaut Inc.

Sizes, Custom Sizes and Care Wash. Many of Garnier Thiebaut Inc's INC's products are manufactured from a natural fiber and consequently can shrink after washing (up to 8%). For custom sizes a Tolerance of up to 5% is understood. Care instructions are supplied with the purchase of Products. Professional dry-cleaning only is recommended except where noted. Garnier Thiebaut Inc will not be held responsible for any damages resulting from mishandling after purchase.

Cancellations or Changes. Written notice of order cancellations or changes must be made at least 3 days prior to ship date.

Disclaimer of Warranties; Limitation on Liability. **UNLESS OTHERWISE EXPRESSLY OFFERED BY THE GARNIER THIEBAUT INC, GARNIER THIEBAUT INC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. IN THE EVENT OF GARNIER THIEBAUT INC'S LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, BUYER'S SOLE AND EXCLUSIVE REMEDY WILL BE LIMITED, AS SET FORTH IN THE SECTION ENTITLED "CLAIMS," TO REPAIR OR REPLACEMENT BY GARNIER THIEBAUT INC OF ANY DEFECTIVE OR NONCONFORMING GOODS FOR WHICH TIMELY CLAIM MAY BE MADE BY BUYER. GARNIER THIEBAUT INC EXPRESSLY DISCLAIMS ANY LIABILITY TO BUYER, ITS CUSTOMERS OR TO END USERS OF ITS PRODUCTS, FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, PERSONAL INJURY, LOSS OF PROFITS, BUSINESS OR REVENUES, OR COST OR OTHER DAMAGE, LOSS OR EXPENSE FROM ANY CAUSE**

WHATSOEVER, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SALE OR USE OF ITS PRODUCTS. THE MAXIMUM LIABILITY, IF ANY, OF GARNIER THIEBAUT INC FOR ALL DAMAGES HEREUNDER IS LIMITED TO THE PURCHASE PRICE OF THE DEFECTIVE OR NON-CONFORMING PRODUCTS SOLD PURSUANT TO THIS TRANSACTION. ANY ACTION ARISING HEREUNDER MUST BE BROUGHT WITHIN ONE YEAR FROM THE DATE OF SALE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES, CONSEQUENTIAL DAMAGES OR REMEDIES, OR LIMITATION ON THE TIME FRAMES INVOLVED IN SAME, IN WHICH EVENT THESE LIMITATIONS MAY NOT APPLY TO YOU.

Advertising. All advertising of Garnier Thiebaut Inc's products must be dignified, tasteful and professional. Use of GARNIER THIEBAUT INC's trademarks, tradenames, logos, copyrighted materials, digital images or other proprietary materials, in any medium (including without limitation, over the internet), without prior written approval by Garnier Thiebaut Inc, is strictly prohibited and may subject an unauthorized user to legal action by Garnier Thiebaut Inc.

Purchaser's Trade Names. When any goods sold hereunder bear a particular label, trademark, or trade name, affixed at the request of Purchaser, it is the understanding of the parties that Purchaser warrants that it has the right to use said label, trademark or trade name, and that it hereby indemnifies and holds harmless Garnier Thiebaut Inc against any loss, damage or claims by any third person with respect thereto.

Claim Waiver. No waiver by either party of any default shall be deemed a waiver of any subsequent default.

Severability. If any of these terms is or becomes, at any time and under any law, rule or regulation, unenforceable or invalid, no other of these terms shall be affected thereby.

Arbitration/Venue/Jurisdiction. All claims, disputes and other matters in question arising out of, or relating to, these Terms of Sale shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise. The agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award granted by the arbitrator shall be final.

Purchaser agrees that these Terms of Sale and purchases made pursuant to them shall be governed by the laws of Virginia and further agrees that venue for litigation concerning these Terms of Sale or any default in payment for goods supplied to Purchaser by GARNIER THIEBAUT INC will be in Fairfax County, Virginia.

Collection. In any action for the collection of, or to enforce payment of, all or part of the purchase price of the Products sold to buyer, GARNIER THIEBAUT INC shall be entitled to recover all reasonable collection fees, attorneys' fees and costs, to the extent permitted by law.

No Third Party Beneficiaries. No third party shall have any rights with respect to this sales transaction, on any legal or equitable theory of reliance, contract or otherwise, and Garnier Thiebaut Inc shall have no liability to any such third party, including without limitation, a customer of the buyer or an end user of Garnier Thiebaut Inc's products. Garnier Thiebaut Inc sells "to the trade" only and not directly to consumers; any signatures or payments made by consumers with respect to this transaction shall be deemed to have been made as a convenience only as agent for the trade buyer named herein.

CUSTOMER ACKNOWLEDGMENT. Purchaser acknowledges understanding the above terms of sale and agrees that such terms will be automatically included in all orders hereafter placed by Purchaser with Garnier Thiebaut Inc until such terms are expressly changed by the parties.

AN ATTEMPTED ORDER CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THESE TERMS AND CONDITIONS IS NOT BINDING UPON GARNIER THIEBAUT INC UNLESS SPECIFICALLY ACCEPTED BY GARNIER THIEBAUT INC IN WRITING. GARNIER THIEBAUT INC HEREBY OBJECTS TO ANY CONDITIONAL ACCEPTANCE.

Terms acknowledged by:

_____

Customer Legal Name

_____ _____

Signature of Authorized Person Print name and title

_____

Date

SIGN AND EMAIL BACK - No orders will be processed without signed terms of sale.