



## TERMS and CONDITIONS

### Business hours:

- Monday – Friday, 9:00am – 5:00pm
- Closed all major holidays; you will be notified of vacations as they are scheduled.

### Estimates:

- A project description is required to produce an accurate estimate. The description must include:
  - Customer's name or job order
  - Specific measurements and/or instructions including quantity, rod size, fullness, returns, header, and finished length
  - Type of fabric including the fabric width, and the vertical and horizontal repeat
  - Drawings of special treatments
  - Special instructions
- Any width less than a full width will be charged as a whole width, when railroading fabrics, each 54" will be charged as a width.
- Treatments priced by the foot will be rounded up to the next ½ foot for pricing.
- A signed copy of the estimate must be returned or an e-mail confirmation received for order acceptance.
- All estimates will be honored for 90 days after the date quoted.
- The invoice may increase by up to 10% from the estimate without notification or change requested due to fabrications costs. The invoice will itemize the increased costs.
- Additional charges may be added to the work order if it is determined that the products are more complex than can be determined at the time of the written quote. Blue Orchard Designs will not be responsible for additional labor charges or for fabric needed once production has begun due to the complexity of the treatment that cannot be determined at the time of the written quote.
- Any changes in the size, style, and/or materials will void the estimate.
- Any changes made once a work order has been accepted needs to be confirmed in writing.

### Fabrications:

- A work order is required for the fabrication of all projects. The project description used for an estimate will become the work order upon acceptance of the estimate. If an estimate is not done, work orders require the same information as the project description used for an estimate. (See Estimate section for requirements).
- Blue Orchard Designs guarantees the workmanship of all fabrications. Any problem concerning an order must be brought to our attention within 30 days of receipt of the order. Thereafter, charges will be incurred for any corrections. Blue Orchard Designs will not be responsible for charges if you have another company make corrections.
- Orders will be scheduled upon receipt of all materials required for the project including fabric, trims, hardware and the work order/directions.
- Typical fabrication time is 4 to 6 weeks. Rush order will incur a minimum additional charge of 25% depending upon the rush requirement. The project must be picked up and paid within 2 days of completion. Acceptance of a rush request will be at the discretion of the workroom.
- Any order not picked-up within 10 days of completion must be paid in full within the 10-day period. A carrying/storage fee of \$10 per day will be incurred after the 10-day period. After 30 days we accept no liability for the order and it will be disposed of. Should this occur, you will remain liable for and must pay the invoice for the order and any carrying/storage fees according to the terms of the contract even though the goods may no longer exist.
- Materials will be inspected for quantity and flaws within 5 days of receipt. Verification of color and/or pattern is the responsibility of the designer. If there are discrepancies and/or flaws, you will be notified immediately upon inspection for further direction.

- Additional charges may be incurred if requested to work around flaws and/or make adjustments for an inadequate amount of fabric/materials.
- Additional charges may be incurred if fabric is not received properly rolled on a tube.
- Blue Orchard Designs does not guarantee the removal or creases made by the manufacturer/client in the making, storing or transport of fabrics.
- Linings are priced separate from the fabrication costs. If no specification for the type of lining is made, Blue Orchard Designs will select the most appropriate lining for the project and include this in the estimate.
- New product designs requiring unique patterns or samples will be bill at the current hourly labor rate.
- Blue Orchard Designs is not responsible for the suitability of the fabric, trims or hardware to the treatment. Some fabrics may require additional charges due to the extra care required in cutting, handling, and/or fabrication. Such fabrics may be: velvets, silks, upholstery weights, sheers, crinkle fabrics, sheets and/or flame retardant fabrics.

**Alterations and Remakes**

- Any items received for alteration or remake must be dry cleaned prior to receipt at the cost of the designer/client.
- Alterations are charged on an hourly labor basis.
- Remakes will be charged the cost of the new treatment plus labor for ‘un-making’ the current treatment.

**Payment**

- Cash and checks are the accepted methods of payment.
- New accounts – 50% down payment is required for the acceptance of a work order with the balance due upon completion.
- Established accounts – net amount is due upon completion of the project.
- Goods will not be released without full payment.
- All goods are custom, therefore they are not returnable or refundable.
- Delinquent payments and/or returned checks may cause your account to be placed on a pre-pay basis.
- Checks returned for insufficient funds will incur a \$30 service Fee.

I have read and fully understand and agree to these terms and conditions.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Blue Orchard Designs

\_\_\_\_\_  
Date

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