
OPUZEN TERMS & CONDITIONS

1. Pricing

All prices are quoted by the yard in US Dollars and are on an FOB Opuzen warehouse basis unless otherwise specified.

All prices are net of taxes, tariffs, freight or any other charges.

Quoted Prices are valid for 90 days unless explicitly extended in writing.

2. Payment Terms

Full payment is required before shipment unless credit approval has been pre-arranged.

A non-refundable deposit of 50% of the purchase price is required before production of woven to order and printed to order fabrics begin unless otherwise approved in writing.

For international orders, duties and VAT are the responsibility of the Purchaser/Customer unless otherwise determined.

Credit card payments are subject to a 2% transaction fee.

Purchaser/Customer shall pay interest at the maximum legal rate in California or 18% per annum, whichever is higher, on any overdue bills.

3. Ordering

Purchase Orders are required for all orders.

Purchase Orders must be acknowledged in writing. An Opuzen Sales Order will serve as that acknowledgement.

Purchaser/Customer is responsible for confirming that the fabrics, fabric specs (width, FR rating, any additional or existing finishes), colors, quantities, due dates and payment terms are accurate.

Purchaser/Customer can make corrections prior to making payment for Sales Order serving as Order Acknowledgement.

4. Changes to Orders

Requests for changes to an Acknowledged/Confirmed order will be accommodated to the extent possible and must be confirmed prior to production.

Opuzen will advise the new delivery schedule and costs as well as any expenses already incurred for the original order including re-stocking fees, production costs, etc.

Purchaser/Customer must agree to all changes in writing in the form of an amended or new Sales Order.

5. Cancellation

A Purchase Order, acknowledged with an Opuzen Sales Order, is a commitment to pay and accept delivery by the Purchaser/Customer, for all fabrics on said P.O.

Cancelled orders of in stock goods may be subject to a maximum 40% Restocking Fee and any return freight costs.

Woven to order and printed to order items may not be cancelled once production efforts have been initiated and may also not be returned. Purchaser/Customer is obligated to pay and receive order in full unless otherwise negotiated.

6. Shipping

Should the Purchaser/Customer request Opuzen arrange shipping, such shipping shall be at the Purchaser/Customer's sole risk and expense. This applies to third party shipments as well.

Purchaser/Customer is responsible for any additional transportation costs that are charged to Opuzen after invoicing, including but not limited to any delivery delay, reclassification or fuel charges.

Opuzen will use all reasonable efforts to make shipments on the date promised or agreed to but is not responsible for any unforeseen delays.

All products shall be deemed to be delivered and risk of loss shall pass to the Purchaser/Customer at the time that the product is loaded onto a transportation carrier's vehicle.

All claims by the Purchaser/Customer for damage, loss or delays in transit shall be made by the Purchaser/Customer against the carrier. Opuzen shall have no responsibility with respect to restitution for such damage, loss, or delay.

Purchaser/Customer assumes the risk of loss with respect to any shipment, whether such shipment is insured.

It is the responsibility of the Purchaser/ Customer or their representative to carefully inspect all deliveries of products upon receipt and report to Opuzen any alleged error, shortage, defect, or nonconformity of such products accompanied by photographs.

Purchaser/Customer waives any claims or right to revoke acceptance if they fail to inspect and report within 20 days of receipt of merchandise.

7. Claims and Returns

Products may not be returned without a Return Authorization (RA) from Opuzen Customer service.

No claims for visible defects will be accepted after merchandise is cut.

Opuzen will not accept any claims on yardage that has undergone additional processing by a third party.

All claims must be filed in writing within 20 business days of receiving fabric and must be accompanied by photographs of the claimed defect.

All returns are subject to approval and a restocking fee. Outbound and inbound freight costs are the responsibility of the Purchaser/Customer should the fabric be deemed not defective. Should the claim be upheld, Opuzen will cover the cost of shipping the defective fabric back to Opuzen and the cost of shipping the replacement fabric to the customer.

If the Purchaser/Customer wishes to expedite the process they may, at their expense, re-order fabric that can be shipped before the claim process is complete. Should the original claim be upheld, Opuzen will refund the cost of the replacement ordering including any applicable shipping, freight, duties and taxes.

8. Product Variations

Variations in production, dye lots and raw materials may create differences between samples and production goods. Please note this is especially applicable for piece-dyed goods. Approval of a cutting for approval (CFA) is acknowledgement of acceptance of fabric as produced.

9. Production Quantities

To ensure adequate yardage, custom and made to order fabric production runs may exceed the amount ordered. Purchaser/Customer agrees to purchase up to 5% over the Purchase Order quantity on orders over 300 yards. Customer /Purchaser agrees to purchase up to 10% over the Purchase Order quantity on orders up to 300 yards. Such overage and any additional pre-approved freight costs will be the obligation of the Purchaser/Customer regardless of prior payments made and may be invoiced separately.

10. Production Delays

Woven and printed to order fabrics may be subject to delays in production that may be beyond the control of Opuzen. If an approved timeline cannot be met, Opuzen will inform the Purchaser/Customer, give them the option to accept the new projected timeline or expedite the order at a negotiated extra cost.

If Purchaser/Customer chooses to substitute a new fabric for the delayed product, every effort will be made to minimize the cost of substituting the original selection.

11. Product Care

See website (www.opuzen.com) for specific detailed Care Instructions.

12. Limitation of Liability

Opuzen is not responsible for costs incurred due to delays in delivery of fabric, misuse or mishandling of fabric, errors in selection or amounts ordered, including excess product shortages that affect timing of project completion including but not limited to any costs for fabrication or installation by Purchaser/Customer or their agents, including costs of removal, refabrication or reinstallation of defective products. Opuzen is not liable for defects or late or non-delivery orders due to acts of God or any unforeseen cause beyond Opuzen's control. Opuzen is not responsible for any consequential damages.

13. Intellectual Property

All custom designs are copyrighted by Opuzen and may not be reproduced without its written permission.

14. Arbitration of Disputes

All claims, disputes, or controversies arising out of or relating to this Agreement, except matters falling within the Small Claims jurisdiction, or for injunctive relief, or for obtaining a provisional remedy, shall be arbitrated by one (1) arbitrator through the American Arbitration Association or JAMs at their Los Angeles offices and according to their Rules for commercial disputes. The tribunal selected first by a party shall be deemed the tribunal for the arbitration. The decision of the arbitrator shall be binding and not appealable. The arbitrator shall determine the prevailing party and shall award costs and attorneys' fees to that party. The parties to the arbitration shall exchange documents that they intend to use in arbitration within 45 days after the appointment of an arbitrator by the arbitration tribunal. All petitions, notices and demands may be served on the parties to the arbitration by certified mail, return receipt requested at their last known addresses.

The arbitrator's award may be confirmed, vacated, or corrected in the Los Angeles Superior Court within the time set forth in the California Code of Civil Procedure and service of the petition to confirm, vacate, or correct may be served on the other party by certified mail, return receipt request at the last known address of the party as if personally served. If a party does not sign a receipt, the date the petition was mailed as shown on the certification plus five (5) days shall be conclusively presumed to be the date of service. The prevailing party shall be entitled to costs and attorneys' fees

15. Disclaimer

It is the responsibility of the buyer to provide cuttings or back-up to textile workrooms, showing correct fabric.

This Sales Contract as executed by Purchaser/Customer shall be deemed Purchaser/Customer's assent notwithstanding any differing terms in Purchaser/Customer's Purchase Order; Opuzen's acceptance of Purchaser/Customer's Purchase Order is expressly conditioned on Buyer's acceptance of the terms contained herein.

Updated September 2022.
