

BARTOLO WINDOW TREATMENT DESIGNS, INC. TERMS AND CONDITIONS

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Limited Life Time Warranty

Custom Window Treatments Warranty: Bartolo Window Treatment, Inc. (“Bartolo”) custom fabric treatments are guaranteed to be free from fabrication defects for the life of the product provided the product is not incorrectly used and is owned by the original purchaser. This warranty is limited to the repair of Bartolo’s manufactured products. Bartolo maintains the right to determine whether the defect is covered by the warranty and how the fabrication defect will be corrected. Repairs will only be made to meet original specifications of the contract. This warranty does not include conditions or damage resulting from normal wear and tear, sun damage, misuse or abuse, improper cleaning, reinstallation (other than Bartolo) or the application of chemicals. Nor does this warranty include collateral cost such as installation by a third party, shipping or maintenance of any product. If client discovers any fabrication defects concerning Bartolo products, please contact Bartolo within thirty days from the date of product installation. This warranty only applies to request for repair of fabrication defects that are made with in thirty days from the date of product installation. If a fabrication defect is not made within thirty days, Bartolo will not be responsible for the fabrication defect repair and will not be liable for any further damage to customers’ furnishings and/or the window treatment(s) in question.

Hard Window Treatments Warranties: Bartolo offers a one year warranty on parts and labor for products resold by Bartolo. The warranty is valid for one full year from the date of invoice. After one year from the date of invoice, standard factory warranties will apply to all resold products, including current market rates for service and repairs. Please contact Bartolo for more information on specific products or factory warranties. Repairs will be made on-site whenever possible. If necessary Bartolo reserves the right to repair the product at our facility or any of our vendor facilities. Bartolo will make every effort to repair and reinstall the warranted product in a timely fashion.

Motorization: All electric motors and electric components are supplied by third party vendors. As a workroom, Bartolo does not warranty any electric motors or electrical components beyond the original manufacture's warranties. All of Bartolo vendors provide varying warranties on their products. For more information on specific vendor warranties and products, please contact Bartolo as they are available upon request.

Wiring: As a courtesy Bartolo provides customers with pre-wiring guidelines in writing to third party electrical contractors. The guidelines Bartolo supplies to customer are furnished by the manufactures of the motorized units and should be verified by a state licensed electrical contractor selected by customer and at customer's own expense. Customer will be responsible for ensuring that the selected electrical contractor is licensed. Bartolo is not a licensed electrical contractor and is only providing the pre wiring guidelines as a courtesy. Therefore, Bartolo is not responsible for any wiring errors, found in the pre-wiring guidelines and/or errors performed by customer's electrical contractor, including the positioning of the junction boxes or connections to the motor which may cause damage to the home or motors.

Yardage Estimates: Bartolo proposals include estimates of approximate yardage requirements to complete an order. Due to multiple variations such as fabric repeats, fabric widths and drapery hardware, Bartolo cannot quote exact yardages. Accordingly, Bartolo is not responsible for any extra fabric left over or purchase of additional fabric to complete a project. Due to limited storage space, extra fabrics or trimmings will only be available for the client to pick up for thirty days from the date of installation.

Textiles: Fabrics have inherent characteristics that are out of Bartolo's control (i.e., stretching, stiffness, hiking, flaring, dye lots, back light shadows and imperfections). Be aware that no fabric is completely stable and there should be tolerance for small fluctuations in drapery and shade lengths. Window Covering Association of America ("WCAA") standards for manufactured draperies is up to ½" of variation from tabled measure. Tabled measure is defined as fabric measured as it lies on a table without stress or constrictions. Drapery fabrics (due to yarn contents, construction, humidity, etc.) will expand or contract under certain atmospheric conditions.

Fading: Bartolo does not warranty any window treatments from fading. Please consult with your fabric sales person before purchasing **customers own fabrics**. Colored linings supplied by Bartolo are made to industry standards and are also subject to fading.

Fabric Backlighting: Fabrics may change in appearance when sun light is directed from the back side of the fabric. We recommend you place the fabric sample in the same light as your final application to determine true appearance.

Final Design/Application: Bartolo will not be responsible for the cost of a new window treatment and/or fabric, or other collateral expenses, should the customer not be satisfied with their window treatments and/or fabric selection due to appearance of the final design and/or other variations beyond Bartolo's control. Accordingly, please consult with your fabric representative for specific variations before purchasing fabrics.

***Additional Services:** In the event that a drapery has stretched or shrunk, the seller or purchaser of the fabric would be responsible for necessary adjustments, which typically involves two types of cures:*

- 1) *On-site hemming services by an independent contractor are available for hire by the seller of the fabric or the homeowner at no expense to Bartolo.*
- 2) *Bartolo's installer could possibly re-pin, redress or move the hardware, as needed to make the necessary adjustments. Additional charges will apply for this service.*

Delivery Dates: All delivery dates are estimated and subject to arrival of customers own fabrics, as well as possible back orders from Bartolo vendors. Bartolo reserves the right to amend estimated delivery dates.

Changes: Any changes to an active purchase order must be agreed to by both parties and must be changed in writing prior to the beginning of the window treatment production. Customers must disclose to Bartolo architectural changes or additions, such as cabinetry, beams, shelving, crown moldings, etc. prior to the beginning of the window treatment production. Changes will not be made to active purchase orders after Bartolo commenced window treatment production unless client pays for the cost of associated with requested changes

Cancellation policy: Custom made products are not subject to cancellation or returns.

Terms: A fifty percent deposit payment is due to activate all orders. For Cash On Delivery accounts, payment of the balance due is required prior to installation of the window treatments. For net ten day accounts, payment is due upon invoice -- no later than ten days after installation. For partial or postponed installations due to construction delays, fabric back-orders, client schedule delays, etc., balances will be due for the products that are completed and/or manufactured. Past due balances will be assessed a finance charge of one and a half percent per month. In the event any invoice is not paid when due, and legal action becomes necessary, the prevailing party shall be entitled to their reasonable attorney fees and court costs. It is expressly agreed that if an invoice is not paid and is referred to a third party for collection, the additional cost will be borne by the signer.

Installation: *Any valuables or furnishings, such as art, accents, furniture, etc. must be moved out of the installation work area before a Bartolo installer arrives for installation. The installer cannot move back these same furnishings for liability reasons.*

Hard to move furniture (such as pianos) must be moved away from installation work area by homeowner before installer arrives for installation. If customer wishes Bartolo's installer to move a piano out of the way and then back after installation, the cost will be \$150.00 for most pianos. Such cost must be paid on the date of service by the client.

Arbitration: In the event of a dispute, Buyer agrees that Bartolo may elect resolution through binding arbitration in Orange County, CA under the rules of The American Arbitration Association with one arbitrator presiding. Buyer agrees to be bound by Bartolo's choice between litigation and/or arbitration.

Print Name: _____ Title: _____

Signature: _____ Date: _____

Personal Guarantee: The undersigned, in consideration for the extension of credit to the applicant individual and/or corporation, hereby agrees to the above terms and conditions, and also agrees to assume personal liability and responsibility for payment of all amounts due to Bartolo Window Treatment Designs Inc., from the individual and/or Corporation, and guarantee's payment of any amounts which become due pursuant to the above terms and conditions. The undersigned understands and accepts that without this personal guarantee, credit would not be extended to the Applicant Individual and/or Corporation.

Print Name: _____ Title: _____

Signature: _____ Date: _____