



69-72 75<sup>th</sup> Street  
Middle Village, NY 11379  
Tel: (866) 315 - 6967

[sales@nydesignerfabrics.com](mailto:sales@nydesignerfabrics.com)

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Legal Business Name

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Billing Street

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City

State

Zip

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Telephone

Fax

E-mail

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Accounts Payable Contact Name

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Accounts Payable Email Address

Type of Entity: (Check One)

- Corporation
- Partnership
- Proprietorship

Nature of Business (Brief Description):

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BY SIGNING BELOW I CERTIFY THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF SALE FOUND ON THE NEXT PAGE OF THIS APPLICATION. IT IS ALSO UNDERSTOOD AND AGREED THAT ALL APPLICATIONS ARE SUBJECT TO REVIEW AND APPROVAL BY NY DESIGNER FABRICS LLC AND SUBMISSION DOES NOT CONSITUTE APPROVAL. ALL INFORMATION PROVIDED WILL BE KEPT IN STRICT CONFIDENCE.

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Signature

Date



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**I. ORDER PLACEMENT**

All orders that you place to NY Designer Fabrics are subject to approval and acceptance by NY Designer Fabrics. All orders that you place that are accepted by us are subject to these Terms and Conditions and, unless mutually agreed upon in writing, indicate your acceptance to these Terms and Conditions.

**II. PRICES**

Prices are subject to change without notice. Prices are as shown on the website ([www.nydesignerfabrics.com](http://www.nydesignerfabrics.com)) or as quoted to you by NY Designer Fabrics and price quotes do not include all applicable taxes and shipping and handling charges unless specified.

**III. TERMS OF PAYMENT**

Terms of payment are credit cards only.

**IV. ORDER CANCELLATION**

Orders cannot be cancelled once the fabric is cut for the order.

**V. RISK OF LOST DELIVERY**

Title and risk of loss pass to you upon delivery of the product to the carrier.

**VI. RISK OF DAMAGED GOODS**

It is your or your customer's responsibility to inspect all products upon receipt and to file any damage claims with the carrier. NY Designer Fabrics is not responsible for products that are damaged by the carrier. However, if possible, we will render reasonable assistance in settling damage claims.

**VII. INSPECTION**

Upon receiving goods, you have 2 days to notify us of any visible defects. Goods delivered will be assumed conforming if 1) you do not inform of us visible defects within 2 days, 2) you resell or use the goods, or 3) you fail to inspect the goods. We are not liable for defects that are within industry accepted norms.

**VIII. PRODUCT APPROXIMATION**

Any photographs, illustrations, samples, memos, cuttings or color cards we produce are provided as approximations to products only. We do not guarantee that the color or shade of any of these items will exactly match the products or the dye-lot of the product we have in stock. NY Designer Fabrics is not liable for any claims based on products that have been cut, altered, processed, or installed by you in any way.

**IX. RETURNS**

All returns should be sent to our mailing address. We will not accept any returns if the fabric was cut from a roll for your order. All purchases are refundable with a 25% restocking fee when returned within 10 days of shipping date. No refunds are available after 10 days. We cannot provide refunds on fabrics that have been cut, altered, or tailored in any way. Shipping charges are not refundable.

X. **SEVERABILITY**

In the event that any term or condition of this Agreement is found unenforceable, the remainder of the Agreement shall remain in effect

XI. **STATE OF JURISDICTION**

This Agreement shall be interpreted by the State of New York and the jurisdiction of the State and Federal Courts sitting in the State of New York.

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Name

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Signature

Date