

# PLEASE READ CAREFULLY BEFORE CUTTING FABRICS

## IQ TEXTILE IND. INC. TEXTILE SALES CONDITIONS (CONTRACT) = PART OF MASTER PURCHASE AGREEMENT

Do not mix different lots. Please count, test and inspect goods immediately. It is buyer's responsibility to Test all Goods for shrinkage, Torque, Exact content and any other defects before cutting. We are not responsible for claims if goods are cut, dyed, washed or gone through any industrial process or shipped outside of USA.

No returns, deductions or allowances or charge backs are accepted without prior written authorization from IQ Textile Ind. Inc.

We do not guarantee exact Contents of the fabrics, yarn size or weight. In case customer has strict content or construction instructions from their own customers, Customer MUST test before cutting. We do not guarantees requested and required shrinkage, color defect , torque softness, weight , width and peeling if fabrics are cut. Customer must check before cutting goods. Seller makes no warranty of merchantability or fitness of goods for any specific purposes unless expressly specified. Goods shipped are not intended for children clothing with fire codes.

All Guarantees from IQ Textile Ind. Inc. are VOID if OUR merchandise is shipped out side USA for any purpose or destinations are outside of USA. Cutting tickets are not proof of yardages or shortages. All shortages must be verified by IQ Textile Ind. Inc in US exclusively with Fabric inspection machine. All costs of delivery must be accepted by customer, if fabrics are moved around from where IQ shipped them to.

Customer has 5 days to notify IQ Textile Ind. Inc. for any problems such as shortages or damages or any and all defects before cutting goods. No claims are accepted after 5 days.

A 1.5% Interest per month will be added to all past due invoices. Customer must pay all collection and attorney fees (minimum of \$500.00 per Invoice).Customer agrees upon demand to reimburse IQT for all expenses, collection charges, court costs, and actual attorney's fees If collection or court is needed in case of any kind of disputes.

**ALL SALES MADE IN CALIFORNIA ARE GOVERNED BY CALIFORNIA LAW AND CAN BE PURSUED IN CALIFORNIA.**

Any Past Due invoice gives IQT the right to cancel all pending Purchase orders from customer without notice or consequences. IQT has the right to refuse any order based on its own discretion. Credit limits are subject to change without notice. All terms of payments are COD unless agreed and specified otherwise.

There is a 25% restocking fee on all returns or cancelations. Late Delivery or cancelations of customer orders, does not give cancelation or charge back rights to the customer. Any disputed merchandise will be auctioned off (With or Without Patented Labels or Brand Names) to recover past due invoices and all auctions costs will be added to all invoices.

If for any reason , IQ Textile cannot deliver goods , Customer is not entitled to any charge backs or credits.

All conditions in this agreement apply to all transactions in past, present and future without any conditions. No agreement or contracts are valid unless it is written and signed by owner of IQ Textile Ind. Inc.

Hereby, Customer is releasing all the rights to Brand Name merchandises in case payment is not paid on time or a cancelation or dispute is made.

**The title of merchandise shipped to customer remains with IQ Textile Ind. Inc. in any shape or forms until related invoices are paid in full without deductions of any kind.**

Sales persons and representative or agents or employees of IQ Textile Ind. Inc. do not have authorizations of acceptance of any returns, deductions or charge backs or allowances. Customer/guarantor has received, read, understood and agreed to all terms and conditions of IQT master purchase agreement . All Orders must be approved by IQ Textile before process.

IN NO EVENT SHALL BUYER BE ENTITLED TO CLAIM ANY OTHER DAMAGES OF ANY NATURE WHATSOEVER OR ANY CONSEQUENTIAL DAMAGES, AND IN NO INSTANCE SHALL DAMAGE INCLUDE PROFIT OR LOSS ON CONTEMPLATED USE OR PROFIT OF ANY DESCRIPTION.

**OWNER OF THE COMPANY PERSONALLY AGREES TO ALL TERMS AND CONDITIONS OF PERSONAL GAURANTEE FORM OF IQ TEXTILE IND. INC.**

Name-----

Signature----- date-----