

Terms & Conditions

FOREST DRAPERY HARDWARE

2500 DONN DRIVE • CARTERSVILLE GA 30120 • P 678.605.0432 • F 678.823.3894

Applicant, to induce Forest Drapery Hardware (FDH) to consider providing goods on credit to Applicant, hereby agrees for itself, its successors, and permitted assigns, that the following terms and conditions shall apply to all sales of goods (the "Goods") by FDH to applicant.

1. Applicant is applying for credit for business purposes. Applicant authorizes all financial institutions and business entities of which FDH may from time to time make inquiry to provide FDH such financial information, as FDH deems necessary to make credit decisions. FDH has no obligation to extend credit to Applicant and may in its sole discretion suspend, terminate or reduce the limits of any extensions of credit at any time and withhold shipments of Goods ordered, or require cash in advance, in the event FDH, in its sole discretion, finds Applicant's financial condition to be unsatisfactory.
2. FDH will provide to Applicant an itemized invoice for each sale. If Applicant does not give written notice to FDH within seven (7) calendar days from the date of such invoice of any objection to the Goods listed, the receipt thereof, that such purchase was unauthorized or any other objection, all such objections shall be deemed waived. Applicant waives any and all right to set off claims, which it may assert against FDH, and/or to withhold payment to FDH based on a claim that FDH is indebted to Applicant. No claim asserted by Applicant against FDH shall relieve Applicant of its obligation to make timely payments to FDH.
3. Except as otherwise set forth in a FDH Invoice, payment is due by the 30th day following the date of the invoice. Payments become past due after the 30th day. Applicant agrees that all amounts in past due shall bear interest at 1.5% per month pre- and post-judgement until paid and agrees to pay FDH, in addition to the amount due, attorneys' fees of fifteen percent (15%) of the amount due, or the maximum amount allowed by law, whichever is greater, in the event the account is placed in collections with an attorney, or any other means of collection, and also to pay any and all attorneys' fees and costs associated with post-judgement collection preparation and recording fees. Applicant agrees that all payments shall be applied to Applicant's account as designated in writing and if not designated in writing then FDH shall apply said payments to the most outstanding invoices. This Agreement shall be deemed fully executed and performed in Bartow County, Georgia, and will be governed and construed in accordance with the laws of Georgia. Applicant agrees to examine all invoices and statements promptly upon receipt and to notify FDH immediately at any failure of delivery, shortage, discrepancy or error and further agrees that such invoice or statement shall be presumed correct unless Applicant shall notify FDH in writing of such failure of delivery, shortage, discrepancy or error within three (3) calendar days of Applicant's receipt of such invoice or statement. Use of materials by Applicant shall constitute a waiver of any error in shipment or defect in materials, which might have been determined by a prompt and diligent inspection thereof.
4. Any waiver or non-enforcement by FDH of a breach, default or term under this Agreement shall not be deemed a waiver of any subsequent breach or default of enforcement of such term and FDH shall only be deemed to have given as much in writing executed by FDH providing for such waiver. If any provision of this Agreement is waived by FDH or is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect as if such provision were not contained herein.
5. This Agreement contains the entire agreement and understanding between FDH and Applicant with respect to the sale of Goods by FDH to Applicant (other than payment terms and delivery dates to be set forth in FDH invoices), supersedes all prior agreements, commitments, representations and discussions between FDH and Applicant and is not assignable by Applicant without the prior written consent of FDH. No modifications, amendments or additions to this agreement will be binding on FDH unless such modification, amendment or addition is in writing executed by FDH. Without limitation of the forgoing, the terms hereof shall not be modified, amended or added to by the terms of any purchase order or similar document submitted by Applicant to FDH. The terms here of shall be altered or interpreted by reference to any course of dealing between FDH and Applicant of industry practice. Any action by Applicant instituted against FDH arising from Goods sold must be commenced within one (1) year from date of delivery of the subject of Goods.
6. **Applicant shall have three (3) calendar days from the date of delivery to reject Goods as nonconforming.** Such rejection must be in writing received by FDH within such three (3) calendar days, and specify the Goods rejected and the specific nonconformity asserted and the subject **Goods must be received by FDH within ten (10) calendar days from the delivery date of Goods.** Any goods returned, except goods damaged in shipping, shall be in original packaging with all instructions, if any, and unused. Returns not properly packaged that result in product not being in sellable condition will not be accepted for return. All Goods not so rejected shall conclusively be deemed to have been accepted. In order to effect such rejection, the Goods returned must be accompanied by a copy of the original invoice or other proof of purchase by Applicant. No charges or expenses incident to any claims will be allowed unless approved by an authorized representative of FDH. Goods shall not be returned to FDH without FDH permission and such returns will only be accepted when return authorization numbers, given by FDH, is mentioned on the Goods and bill of lading. Physical acceptance by FDH of Goods returned may in no way be deemed agreement by FDH of any claim by Applicant of nonconformity.
7. FDH shall have a reasonable time after receipt of proper notice of rejection of nonconformity Goods of revocation of acceptance of nonconformity Goods to repair or replace the Goods or refund the purchase price, with the remedy to be selected by FDH in its sole discretion. If Applicant otherwise has an outstanding balance, the refund shall be in the form of a credit to Applicant's account.
8. Applicant is responsible for determining the Goods it chooses to purchase and for what purposes those Goods will be used and Applicant will not be relying on the skill or judgment of FDH to select or furnish Goods suitable for any particular purpose. FDH MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE, AND/OR THE MERCHANTABILITY OF ANY GOODS. Applicant agrees that its sole and exclusive remedy against FDH for defective or nonconforming Goods shall be repair or replacement of such Goods, or refund of purchase price, with the remedy to be selected by FDH at its sole discretion. Applicant hereby waives all other remedies, and in no event shall FDH be liable for any negligence or general, incidental, special, consequent or other damages suffered by Applicant or any other party for lost profit, sales, labor, injury to person or property or any other loss. FDH may deliver certain third-party manufacturer warranties to Applicant, but FDH shall have no liability under such warranties.
9. The undersigned unconditionally personally guarantees the timely payment of all amounts due from Applicant to FDH and agrees to be jointly and severally liable with the Applicant to FDH for any debt owed by the Applicant, The undersigned agrees to pay reasonable attorneys' fees equal to 15% of the outstanding principal and interest owed by the Applicant in the event that the Applicant's account is placed in collections with an attorney or any other means of collection. This personal guarantee may only be revoked in writing sent by certified mail to FDH. Said revocation shall not be effective as to any balance owned prior to receipt of said revocation. The undersigned hereby expressly waives notice of acceptance of this instrument, notice of any default, non-payment, partial payment, presentment, protest, demand and any and all other notices whatsoever.

Returns, Warranty & Care

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FREIGHT/SHIPPING
 Orders will be shipped via the most economical way. Freight charges will be added to invoice.

RETURNS
 All returns must be approved prior to returning by requesting an RGA authorization number. A 25% restocking fee will be applied. No returns accepted after 30 days of receipt of order or on custom orders. Goods must be in new and in original packaging.

PAYMENT
 We accept Visa, Mastercard, American Express & Discover Card. Our invoice price is for check payment. We reserve the right to add a convenience fee for credit card payments. Credit is available upon submittal and approval of a credit application.

SHORTAGES/DAMAGES
Please inspect all packages upon receipt, note any loss or damages on the freight company's delivery receipt prior to the driver before leaving. Failure to correctly sign for damaged goods as damaged may impact your right to request a freight claim or replacement order. Immediately notify Forest Drapery Hardware. Claims must be reported within 3 business days.

WARRANTY
 Forest Drapery Tracks are warranted for 10 years. Forest Motors are warranted for 10 years with the exception of the Forest Lithium Battery Tubular Motor for RBS which is warranted for 1 year. Forest Roller Shades are warranted for 1 year. Warranties do not apply to wear resulting from normal usage, damage from mishandling, alterations from original state, abuse, or exposure due to climate conditions over which we have no control. No Forest products are warranted for outdoor use.

CARE
 Products can be cleaned with a damp cloth. Do not use any type of cleaner or solvent.

Child Safety

FOREST DRAPERY HARDWARE ADHERES TO ALL SAFETY REQUIREMENTS AS DIRECTED BY WCMA.



CHILD SAFETY

You will see this symbol throughout the catalog identifying corded products. All Forest custom assembled products containing cords meet ANSI 5.2 child safety standards and include a tension device and a warning label like the one below.

WARNING

Window Blind Cord Can STRANGLE Your Child

- Children can climb furniture to reach cords.
- Move crib and furniture away.
- Keep all cords out of children's reach.
- Attach tension device to wall or floor.
- Fasteners provided with the tension device may not be appropriate for all mounting surfaces.
- Use appropriate anchors for the mounting surface conditions.

Ripplefold® Carrier Count Charts

For Overlap Masters

No. of Full Spaces Required	Fabric Width Hemmed	Panel Coverage 120% Fullness	Panel Coverage 100% Fullness	Panel Coverage 80% Fullness	Panel Coverage 60% Fullness	* No. of Carriers
7	35 1/2	11-14	12-16	14-17	14-19	8
9	44	15-18	17-20	18-22	20-24	10
11	52 1/2	19-21	21-24	23-27	25-30	12
13	61	22-25	25-28	28-32	31-35	14
15	69 1/2	26-29	29-32	33-36	36-40	16
17	78	30-33	33-37	37-41	41-45	18
19	86 1/2	34-36	38-41	42-46	46-51	20
21	95	37-40	42-45	47-51	52-56	22
23	103 1/2	41-44	46-50	52-55	57-61	24
25	112	45-48	51-54	56-60	62-66	26
27	120 1/2	49-51	55-58	61-65	67-72	28
29	129	52-55	59-62	66-70	73-77	30
31	137 1/2	56-59	63-66	71-74	78-82	32
33	146	60-63	67-71	75-79	83-87	34
35	154 1/2	64-66	72-75	80-84	88-93	36
37	163	67-70	76-79	85-89	94-98	38
39	171 1/2	71-74	80-84	90-93	99-103	40
41	180	75-78	85-88	94-98	104-108	42
43	188 1/2	79-81	89-92	99-103	109-114	44
45	197	82-85	93-96	104-108	115-119	46
47	205 1/2	86-89	97-101	109-112	120-124	48
49	214	90-93	102-105	113-117	125-129	50
51	222 1/2	94-96	106-109	118-122	130-135	52
53	231	97-100	110-113	123-127	136-140	54
55	239 1/2	101-104	114-118	128-131	141-145	56

No. of Full Spaces Required	Fabric Width Hemmed	Panel Coverage 120% Fullness	Panel Coverage 100% Fullness	Panel Coverage 80% Fullness	Panel Coverage 60% Fullness	* No. of Carriers
57	248	105-108	119-122	132-136	146-150	58
59	256 1/2	109-111	123-126	137-141	151-156	60
61	265	112-115	127-130	142-146	157-161	62
63	273 1/2	116-119	131-136	147-150	162-166	64
65	282	120-123	137-139	151-155	167-171	66
67	290 1/2	124-126	140-143	156-160	172-176	68
69	299	127-130	144-147	161-165	177-182	70
71	307 1/2	131-134	148-152	166-169	183-187	72
73	316	135-138	153-156	170-174	188-192	74
75	324 1/2	139-141	157-160	175-179		76
77	333	142-145	161-164	180-184		78
79	341 1/2	146-149	165-168	185-188		80
81	350	150-153	169-173	189-193		82
83	358 1/2	154-156	174-177			84
85	367	157-160	178-181			86
87	375 1/2	161-164	182-186			88
89	384	165-168	187-190			90
91	392 1/2	169-171				92
93	401	172-175				94
95	409 1/2	176-179				96
97	418	180-183				98
99	426 1/2	184-186				100
101	435	187-190				102

* Includes one carrier (button position only) for attachment to master.
Ripplefold is a trademark of Kirsch.

Ripplefold® Carrier Count Charts

For Butt Masters

No. of Full Spaces Required	Fabric Width Hemmed	Panel Coverage 120% Fullness	Panel Coverage 100% Fullness	Panel Coverage 80% Fullness	Panel Coverage 60% Fullness	* No. of Carriers
7	34	13-13	13-14	13-16	16-18	8
9	42 1/2	14-16	15-19	17-21	19-23	10
11	51	17-20	20-23	22-26	24-28	12
13	59 1/2	21-24	24-27	27-30	29-34	14
15	68	25-28	28-31	31-35	35-39	16
17	76 1/2	29-31	32-36	36-40	40-44	18
19	85	32-35	37-40	41-45	45-49	20
21	93 1/2	36-39	41-44	46-49	50-55	22
23	102	40-43	45-48	50-54	56-60	24
25	110 1/2	44-46	49-53	55-59	61-65	26
27	119	47-50	54-57	60-64	66-70	28
29	127 1/2	51-54	58-61	65-68	71-76	30
31	136	55-58	62-65	69-73	77-81	32
33	144 1/2	59-61	66-70	74-78	82-86	34
35	153	62-65	71-74	79-83	87-91	36
37	161 1/2	66-69	75-78	84-87	92-97	38
39	170	70-73	79-82	88-92	98-102	40
41	178 1/2	74-76	83-87	93-97	103-107	42
43	187	77-80	88-91	98-102	108-112	44
45	195	81-84	92-95	103-106	113-118	46
47	204	85-88	96-99	107-111	119-123	48
49	212 1/2	89-91	100-104	112-116	124-128	50
51	221	92-95	105-108	117-121	129-133	52
53	229 1/2	96-99	109-112	122-125	134-139	54
55	238	100-103	113-116	126-130	140-144	56

No. of Full Spaces Required	Fabric Width Hemmed	Panel Coverage 120% Fullness	Panel Coverage 100% Fullness	Panel Coverage 80% Fullness	Panel Coverage 60% Fullness	* No. of Carriers
57	246 1/2	104-106	117-121	131-135	145-149	58
59	255	107-110	122-125	136-140	150-154	60
61	263 1/2	111-114	126-129	141-144	155-160	62
63	272	115-118	130-133	145-149	161-165	64
65	280 1/2	119-121	134-138	150-154	166-170	66
67	289	122-125	139-142	155-159	171-175	68
69	297 1/2	126-129	143-146	160-163	176-181	70
71	306	130-133	147-150	164-168	182-186	72
73	314 1/2	134-136	151-155	169-173	187-191	74
75	323	137-140	156-159	174-178	192-196	76
77	331 1/2	141-144	160-163	179-182		78
79	340	145-148	164-167	183-187		80
81	348 1/2	149-151	168-172	188-192		82
83	357	152-155	173-176	193-197		84
85	365 1/2	156-159	177-180			86
87	374	160-163	181-184			88
89	382 1/2	164-166	185-189			90
91	391	167-170	190-193			92
93	399 1/2	171-174				94
95	408	175-178				96
97	416 1/2	179-181				98
99	425	182-185				100
101	433 1/2	186-189				102
103	442	190-193				104

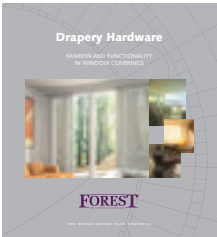
* Includes one carrier (button position only) for attachment to master.
Ripplefold is a trademark of Kirsch.

Marketing Support



Product Catalogs

The Forest product catalog contains over 100 pages of product available in our Atlanta warehouse.



Decorative Hardware Finish Swatch Binder

The Forest finish swatch binder contains physical samples of each finish in our decorative metal and wood collections, a swatch card of our in-stock roller shade fabrics, and a product catalog.

999001-00 \$100.00 each



Roller Shade Fabric Swatch Card & Binder

The Forest roller shade fabric swatch card allows you to see and feel 3 solar fabrics and 3 blackout fabrics in stock. **SHADESWATCH** \$21.94 each

The Forest fabric swatch binder contains more than 100 roller shade fabrics available to order. **ECLIPSE** \$100.00 each



Drapery Hardware Sample Board Wall Display

Boards - acrylic board with hardware set attached, 25 1/4" x 3 7/8"

B0005-00 \$100.00 each

Rails - mount on your wall to display hardware sample boards.

Set of two rails holds 11 boards, height = 53 1/8".

B0008-00 \$75.00/set of 2 rails



Forest Drapery Hardware Sample Package

Kit includes a wall display of 10 sample boards, a motorized track sample in white or black, and a binder of finish swatches with Forest Catalog. This kit is valued at \$1,500.

#FDHP-2019 \$500 each