
Terms and Conditions of Sale

Effective Date: 07.16.26 · Rev. 07.16.26

Contract Terms

These Terms and Conditions of Sale (the “Terms”) constitute a binding agreement between Shades by Matiss, Inc. (“Seller”) and the entity purchasing goods (“Buyer”). By placing an order with Seller, Buyer agrees to be bound by these Terms. Any additional or different terms proposed by Buyer, whether in a purchase order or otherwise, are expressly rejected unless accepted in writing by Seller. No waiver or modification of these Terms shall be effective unless made in writing and signed by an authorized representative of Seller.

1. Payment Terms and Finance Charges

If Seller extends credit to Buyer, all invoices are due and payable on the date specified on the invoice. Payment terms are Net 30 days unless otherwise agreed in writing. A finance charge of 1.5% per month (18% per annum) will be applied to all overdue balances. This finance charge will be compounded monthly. Additionally, Buyer shall pay all costs of collection, including but not limited to lien fees, legal expenses, and attorney’s fees amounting to 25% of the total indebtedness, which Buyer acknowledges as reasonable.

Payments will be applied in the following order: (1) unpaid return check charges, (2) finance charges, (3) costs of collection (including attorney’s fees), and (4) invoice amounts in chronological order beginning with the oldest invoice, notwithstanding any notation on or accompanying any payment.

In the event of non-payment, Seller reserves the right to take any or all of the following actions:

- Suspend further deliveries until all overdue amounts are paid in full.
- Revoke any credit terms and demand payment before any additional shipments.
- Pursue any and all legal remedies available, including repossession of delivered goods and recovery of outstanding balances through litigation.

Buyer shall also pay all applicable sales and use taxes unless a valid resale certificate or exemption is provided at the time of sale. Buyer is responsible for all freight charges and shall provide proper access for delivery of goods. Buyer shall be liable for wrongfully rejected goods.

2. Returns

Goods may not be returned without prior written authorization from Seller. Authorized returns are subject to a 20% restocking fee for non-defective goods. No returns or exchanges will be accepted on special or custom orders. Buyer is responsible for all return shipping charges. Returns will not be accepted after 30 days from the date of the invoice.

3. Inspection and Acceptance

Buyer is responsible for inspecting all goods upon receipt. Any claims for shortages, defects, damage, or nonconformities must be made in writing within ten (10) days of receipt of the goods. Failure to notify Seller within this time frame constitutes acceptance of the goods and a waiver of any claims.

Buyer must complete this inspection — including verifying quantities, components, and hardware, and checking for visible damage or nonconformity — within the ten (10) day window and before delivering, transporting, or releasing any goods to a job site or installation location. Seller shall not be responsible for any job-site or field costs — including installer labor, trip charges, re-measure, or back-charges — arising from shortages, missing components, or defects that were discoverable upon inspection but were not reported to Seller before the goods were taken to a job site.

Buyer shall not alter, adjust, install, or modify the goods in any way before inspection and acceptance. Any such alteration, installation, or adjustment will constitute acceptance of the goods as-is and waive any claims for defects, shortages, or nonconformities discoverable prior to installation.

Shipping Damage: If Buyer receives a damaged shipping carton or pallet, Buyer must photograph the damage and report it to Seller at the time of delivery where possible, and in all cases within the ten (10) day window above. The report must include the photographs and a detailed description of the damage. Failure to report shipping damage within this window will place the claim outside these Terms, and Seller will not be liable for any related damages.

4. Delivery and Special Delivery Requirements

Buyer is responsible for providing Seller with all special delivery requirements in advance of shipment, including but not limited to delivery appointments or scheduling, permitted delivery days or hours, site access and inside-delivery needs, liftgate requirements, and any signature or proof-of-delivery requirements. Such special services, if available, may be subject to additional charges and cannot be added or changed after goods have shipped.

Once goods are delivered to the ship-to address designated by Buyer and delivery is evidenced by the carrier's tracking or proof of delivery, risk of loss passes to Buyer. Buyer is responsible for ensuring that the designated location receives, signs for, and secures the goods, and for reporting any non-receipt within the ten (10) day window in Section 3. Seller is not responsible for goods that cannot be located after confirmed delivery to Buyer's designated address.

5. Seller's Limited Warranty & Disclaimer

Seller warrants its own manufacturing workmanship to be free from defects and provides any coverage required by applicable law. The fabrics, motors, electronics, hardware, and other components incorporated into the goods are covered by the warranty of their respective manufacturer for that specific component, which Seller passes through to Buyer. Specific warranty periods and conditions are set out in the separate Shades by Matiss Limited Warranty provided with your purchase. All warranty claims are subject to the inspection and notice requirements in Section 3.

Seller's sole obligation and Buyer's exclusive remedy under this Limited Warranty is, at Seller's option, to repair, replace, refund, or credit the purchase price of the defective product. This warranty does not cover:

- Consequential damages arising from the use or performance of the goods.
- Labor and material costs associated with the installation or re-installation of any defective goods, commonly known as "trip charges."
- Any indirect damages, including but not limited to loss of revenue or profit.

The warranty is void in cases of unusual or unanticipated job-site conditions, negligence, misuse, abnormal usage, improper maintenance, alteration, unauthorized repair, faulty installation, or any other act beyond Seller's control after delivery.

Project-specific warranties: For specific projects, extended or manufacturer-matched warranties may be available on request and are issued on a project-by-project basis, similar to special project payment terms.

6. Limitation of Liability

Seller shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or relating to the goods sold, even if Seller has been advised of the possibility of such damages. The maximum liability of Seller for any claim shall not exceed the purchase price of the goods involved in the claim.

7. Governing Law and Jurisdiction

This Agreement and all sales transactions between the parties shall be governed by the laws of the State of New Jersey. Any disputes arising under this Agreement shall be brought exclusively in the Superior Court of New Jersey, located in Union County. Buyer irrevocably submits to the personal jurisdiction of this court.

8. Delay in Delivery

Seller is not liable for any damages arising from delays in delivery. Any delivery dates provided are estimates only, and Seller will use commercially reasonable efforts to deliver goods within the estimated time frame. However, Seller is not responsible for delays caused by unforeseen circumstances.

9. Indemnification

Buyer agrees to indemnify, hold harmless, and defend Seller from any liability, loss, damage, or expense resulting from any claim, demand, or judgment relating to any alleged defect in the goods that is not covered by Seller's Limited Warranty.

10. Entire Agreement

This document constitutes the entire agreement between Buyer and Seller regarding the goods purchased. All prior proposals, negotiations, and communications are superseded by this agreement. Any changes to these terms must be made in writing and signed by both Buyer and Seller.