

## **General characteristics.**

Warli carpets and rugs are designed in Italy, handmade in India and Nepal according to traditional and new weaving techniques. The raw materials used are of very high quality, with fast colours. During the first few weeks, a loss of the pile yarn could be possible due to the hand finishing (embossing, scissoring). This fact is considered as a perfectly normal process. The running sizes usually available, are indicated next to each design. Because of the hand weaving processes, slight variations of the dimensions (+/- 5%) are possible, as well as slight variations in colour may inevitably occur due to the hand dyeing processes. Our carpets are guaranteed 24 months and we recommend to follow carefully the maintenance and cleaning instructions enclosed with each single product. A prolonged sunlight exposure of the rugs may result in colour fading. Any shading or irregular effect which may appear on the rug's surface is a feature of high pile products, undyed yarns, created by the hand loomed techniques. They might appear as marks or different colour shading in particular areas. This effect is due to a movement, or a different orientation or a compression of the pile. It should not be considered as a manufacturing defect and it does not alter the product's quality and durability. Warli will not accept any claim involving the above effects.

## **Sale and delivery terms.**

Warli offers are valid, unless otherwise stated, with no obligation of purchase order. In case the Client requests only part of the offered items, this shall be subject to Warli's approval. Offers of stock products are subject solely to goods still unsold. Drawings, quotations, suggestions are of Warli's property only and are not to be submitted to a third party without special permission.

### **Prices.**

Retail price list is in Euros, prices are unitary, ex-works Milan, Italy, taxes are not included. By placing an order the client agrees to the following terms and conditions.

### **Orders.**

Client must place orders correctly by e-mail or fax. No hand-written orders will be accepted. Once received Warli p.f. invoice / order confirmation, Client is requested to check product descriptions, references, sales conditions. We won't accept changes after 5 days that our pro-forma invoice has been received by the client. To different orders placed in different times, it might correspond different shippings. On specific order, all the designs, can be manufactured in any size. Delivery time will be confirmed according to the requested size and weaving ( 2 to 4 months ). For custom made rugs we suggest to check that final spaces can fit size tolerations. For custom sizes, extra charges are requested. Please check our price list for details. 50% downpayment at order's confirmation, balance before shipment. Please contact us in advance for special delivery terms and size's limitations before placing the order. An extra charge may be applied to rugs with a width > 300 cm. due to handling and shipment costs. Once order's manufacturing has started, the same cannot be cancelled. Any order confirmation, against which the buyer has made no complaints within 8 days, is considered to be fully accepted.

Product and colours specifications must be submitted to Warli within the time stated in the order confirmation. If not, Warli won't be responsible for complaints on the product(s) lead time. Warli has the right to over- or under-deliver an order according to the general rules applied for the goods in question. For any issues raising about colours, sizes, weight etc. the rules which are generally applied by Warli for the products in question shall be followed. Weights per sq/metre provided by Warli are given under no obligation. For custom colours, minimum quantities are required, general terms applied by Warli for the products in question shall be followed. For relevant custom made quantities, 2 counter samples from the production batch will be sent to the Client, one sample must be signed and sent back to Warli before bulk production starts. If the Client's order do not requires any special quality standard, the order will be considered as ordinary commercial quality or otherwise current quality for the goods in question.

### **Delivery time.**

Provided lead times are approximate and always referring, unless otherwise specially stated, to the time of dispatch from the Warli's warehouse. Warli does not undertake any liability for damages, delayed deliveries, unless fines have been accepted by Warli in writing. Client, however, has the right to cancel the agreement if the approximate time of delivery has been considerably exceeded, without Warli being able to refer to any circumstances emphasizing his non-liability in this respect. If Client has not in due time fulfilled the stipulated terms of payment or has not in due time in writing submitted to the supplier such information which is necessary for the delivery or otherwise has delayed the execution of the order, for instance by additions to or alterations of the order, Warli has the right for a corresponding prolongation of the time of delivery.

### **Force majeure.**

Each evidency affecting Warli or his sub-suppliers, which cannot be hindered and which makes the delivery more difficult or delaying the same, gives Warli the right to either cancel the agreement or extend the lead time. Examples of such events are wars, mobilization, political troubles, customs limitations affecting Italy or other countries, labour conflicts, fire, transportation strikes, traffic disturbances, shipwrecks, lack of power supply, natural events are considered to be beyond Warli's control. Should a supplier refer Warli to discontinue his manufacturing or to be out of stock of his goods, we exempt ourselves from all liability to deliver. Warli will however immediately report the Client.

**Transport, packing.**

Transport from Warli's warehouse to Client's one is not included in the price list. Packaging is free of charge. Warli's goods liability expires at the arrival of the same at the place of destination. Any damage caused by transportation either to the product or to the packaging, must be reported on the delivery documents and notified to Warli within the 72 following hours. Claim for compensation otherwise cannot be received. Goods which might have been damaged during transportation shall without fail be inspected by the local authorities or, if other mean of transport has been used, by a legally responsible representative for the transporters of the goods.

**Claims and returns.**

If the delivered goods turn out to be wrong in quality, quantity or defected, for which the Warli is responsible, any complaints will not be accepted later than 8 days after receiving the goods. Returns will not be accepted without prior authorization from Warli. No compensation will otherwise be made for any possible defects and the goods might not be replaced if the claim or complaint is not judged as valid from our quality department. We won't accept any complaint arising from improper use or treatment (i.e. wrong cleaning, ripping, stains, etc.) of our rugs. Only clear manufacturing defects will be recognized. No return of goods will be accepted without Warli's prior authorisation.

**Payments.**

Payments shall be made according to the terms agreed on. After due date interest will be charged. Any delay in payment or anomaly therein, may involve an alteration of the agreed terms and withholding of the orders in progress. The client will be liable for all the expenses arising from failure to meet the agreed conditions.

**Rights.**

Goods remain of Warli property, which is entitled to recover them, until complete payment of the same has been made. Warli reserves the right to modify, without prior notice, the sizes and/or finishes of its products.