

2023

Comfortex
WINDOW FASHIONS



Distributed by:

MDS Midwest
WINDOW FASHIONS Designer
Supply

1-888-523-2611

CONDITIONS OF SALE & WARRANTIES

Manufacturer's Price List and Reference Guide

Effective January 2, 2023



CONDITIONS OF SALE



FREIGHT POLICY



**MOTORIZATION & COLOR
WARRANTIES**



**LIMITED LIFETIME
WARRANTY**

Comfortex Window Fashions & Color Lux

GENERAL INFORMATION

CONDITIONS OF SALE

All Comfortex products are custom fabricated to your exact specifications. We cannot accept responsibility for errors in ordering or cancellations and charges after the order is in production.

POLICIES

Our policies are designed to provide a guide for doing business with Comfortex and are subject to change. Our first priority and number one policy is to provide the highest level of service and total satisfaction.

FREIGHT POLICY - Effective January 2, 2023

Blinds & Shades Shipping & Handling

Comfortex will ship all orders for fabricated shades or blinds via FedEx UPS Ground or other similar method within the Contiguous 48 States.

A shipping & handling fee of \$25 per unit will be added to all fabricated product orders shipping within the Continental U.S. Each additional blind/shade unit will be \$9.00.

The applicable fee will be the higher figure of the per unit charge and the minimum charge. For example, if you order four shades, you will be charged a total of \$52 for shipping (1 unit x \$25 & 3 units x \$9 per unit). If you order one shades, you will be charged a total of \$25 for shipping (\$25 minimum cost).

Color Lux "Green Fabric" made to exact size will incur a \$2.50 per unit transportation surcharge. In addition to the \$2.50 fee, fabrics 90" wide or greater will also incur a \$50 per order oversize fee.

This rate structure will apply to shades/blinds, vane packs, individual vanes, tracks, verticals, valances, and cut yardage orders.

Custom Drapery	\$25 per window
Stationary Panels	\$25 per window
Fabric By The Yard	\$15 per bolt
Valances (Board Mounted)	\$25 per window
Valances (Rod Mounted)	\$25 per window
Cornices up to 96"	\$25 per window
Cornices over 96" (*Cornices cannot be hinged)	\$25 per window + surcharge*
Hardware with Rod (**Includes all ordered hardware for a specific opening i.e. finials, brackets)	\$25 per opening**
Hardware without Rod	\$5.50 per opening

Sample Book Shipping & Handling Fee

The shipping & handling fee for each sample book will be \$9.00.

The following are the exceptions:

Expedited Shipping Charges (Contiguous 48 States)

Expedited shipping of orders is available upon request at the following rates (Maximum width allowed is 90")

- Next Day Air Service - \$30.00 per shade/blind
- 2nd Day Air Service - \$25.00 per shade/blind
- 3 Day Air Service - \$20.00 per shade/blind

Oversized Shipments (widths of 90 inches or greater):

A \$50 per unit (if more than one oversized item in order) shipping & handling surcharge will be added to all oversized fabricated products shipping within the Continental U.S., including shades/blinds, Vertical Sheer Shadings, Ovation Cellular Slider, Panel Track systems, valances, vane packs, individual vanes, and tracks. A single oversized product shipment will have a minimum charge of \$80 per order.

Alaska, Hawaii and Puerto Rico: Standard orders : \$32 per blind/shade order (minimum charge of \$100). Any shades, blinds or any continuous valance 90" and over in width (or vertical blinds and vertical application honeycomb shades 90" and over in height) have a shipping charge of \$132 per unit.

Other Countries: All Dealers requesting orders to be shipped outside the United States must provide a Freight Forwarder.

Please Note: Comfortex reserves the right to select another carrier, modify shipping terms or change freight policies without notice.

Components and Fabric

Comfortex will prepay all freight charges on shipments of component and fabric orders over \$3,500 in value within the Continental US. Fabric and component orders less than \$3,500 will be subject to freight charges.

Charged Marketing Materials

All charged marketing materials will incur freight charges. Freight charges are calculated per package, not per order.

Comfortex Window Fashions

WARRANTIES

SCOTCHGARD™ WARRANTY

Comfortex Window Fashions provides a limited warranty for fabrics treated with Scotchgard™ Protector against permanent stains for a period of 1 year from the date of original purchase.

This warranty excludes conditions or damages resulting from accidents, alterations, exposure to the elements, and exposure to any and all natural and manufactured excessive heat sources, or failure to follow the Installation and Care instructions. This warranty also excludes fabric submerged in water or cleaning solutions, or treated with household products that may alter or deplete the effectiveness of the treated fabric. In addition, the following types of stains are excluded from this limited warranty: pet stains, bodily fluids, stains caused by wine, bleach, plant fertilizers, acne medication, misuse or abuse. This warranty is not a cleaning contract and does not cover the cleaning of fabrics that are soiled or discolored through daily use. This warranty coverage is limited to residential use and is not transferable.

The following are the recommended cleaning and care instructions for window treatments with fabric treated with Scotchgard™ Protector.

- Gently blot liquid stains immediately with a clean, white cloth.
- If stain remains, prepare a solution of ¼ teaspoon of clear, non-bleaching dish detergent mixed with 1 cup of lukewarm water. Dampen a clean white cloth and gently blot the stain.
- Do not overwet the fabric or excessively rub the stained area.
- See the Installation and Care instructions for complete details.

For additional assistance with stain removal, call the Scotchgard™ Protector Service Center at 1-800-433-3296. Customer Care representatives are available Monday through Friday, 8am to 6pm CT.

Should the results of the cleaning and care instructions not result in the removal of permanent stains covered by this limited warranty, Comfortex will retreat or replace the fabric, at its discretion, for a period of 1 year from the date of original purchase. Customer must provide proof of purchase and provide proof the stain occurred during the warranty period. Shipping and handling costs to send the window treatment back to Comfortex are the responsibility of the customer.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

MOTORIZATION WARRANTY

SOMFY Wireless Motorization

Somfy offers end product suppliers a 5 year warranty on all motors and controls. Specifically, Somfy warrants its motors and controls to be free from defects in material and workmanship under normal and proper use for a period of 5 years commencing with the date stamped on each product. If the Somfy product fails within this 5 year period, Somfy will repair or replace it free of charge through your end product supplier. Batteries are not covered by the warranty.

Simplicity Motorization

(Including PowerTouch™ Rechargeable and Simplicity Rechargeable Motors)

Specifically, we warrant the Simplicity motors and controls to be free from defects in material and workmanship under normal and proper use for a period of 5 years commencing with the date stamped on each product. If the Simplicity product fails within this 5 year period, we will repair or replace it free of charge through your end product supplier. Batteries are not covered by the warranty.

COLOR WARRANTY

COLOR LUX COLOR

Comfortex utilizes state of the art technology to provide you Color Lux Shades within 2 Delta-E (DE) of the sample fabrics found in the Color Lux Sample Book and Comfortex Collections Cellular and Pleated Sample Book. When viewed under different lighting sources such as fluorescent, incandescent, halogen, ultraviolet and others, fabrics may appear different to the eye. Comfortex utilizes the worldwide lighting standards of Daylight 65 (D65) as our official standard for measuring and qualifying color accuracy, because D65 daylight bulbs best represent actual "daylight" illumination. Slight color variations (under 2 DE) are within established industry standard and should be expected. This warranty is in addition to Comfortex limited lifetime warranty.

Specifications

All Comfortex products are designed and tested to perform as intended within established, published parameters. Requests for "custom fabrication" of products outside of our published specifications may be considered, but are at the discretion of the Comfortex Technical Services department. Restrictions and additional charges apply.

Download installation instructions, order forms or additional price list copies on the Comfortex OnDemand Library or www.comfortex.com/comfortex-dealers in the Dealers Resource Center.

COMFOTEX AND COLOR LUX LIMITED LIFETIME WARRANTY

Comfortex warrants that its window treatments will be free from defects in materials and workmanship for as long as the original residential purchaser owns the product, provided that the product was installed properly and in accordance with the installation instructions. The Limited Lifetime Warranty is extended to the original residential purchaser only, in the original window for which it was installed.

Sheer Horizontal & Vertical Shadings

Knitted fabric may experience minor weave variations due to heat, humidity and other room conditions. These variations can result in light bowing, puckering and dimpling of the Shangri-La material. This is considered normal and does not constitute a failure in either workmanship or materials. The possible variations are minor and have been shown through case study not to detract from the beauty of the product.

Braided Cord on Shangri-La Sheer Shadings and Soft Tones Shadings with Designer Cassette Hardware:

Designer Cassette Shadings built with a braided cord do not have a reverse roll stop. If a Shangri-La or Soft Tones Shading with the Designer Cassette Head Rail is raised above 24" in the reverse roll mode, there is a possibility of the fabric rubbing on the head rail. Comfortex reserves the right NOT to warrant wear and tear of fabric if damaged by roll-up in excess of 24".

The Warranty does not include any conditions or damages resulting from accidents, alterations, misuse, abuse, misapplication, improper handling, installation, repairs, operation, cleaning, exposure to any and all natural and manufactured excessive heat sources. (Excessive heat sources include, but not limited to; magnification of sun light through cubes of glass, heaters of any kind, ovens, candles, lighting fixtures, etc.) This warranty does not cover variation in fabric color or loss of pleating if product is not being cycled (held in the raised position a portion of the time). Variation in grain or texture in natural wood products is normal. Excessive warping of wood or faux wood slats in high humidity areas are not covered under this warranty. Normal wear and tear is not covered.

All moving parts, such as cords and strings (internal and external), will eventually wear out on all blinds and shades, and fabric may fray. Comfortex considers these things as normal wear and tear and will carry a five year Limited Warranty.

All fabric, including fabric vanes, panels, inserts, and shades carry a five year Warranty. Fabric cell separation is covered for a lifetime. See Comfortex Standard Return and Repair Policy for more details.

This Limited Warranty does not cover transportation costs to and from the retailer, costs of removal, re-measure, reinstallation of product, or any incidental or consequential damages.

If a Comfortex product is found to be defective in materials or workmanship, we will, at our discretion, repair, replace or refund the cost of a product which fails to conform to this Limited Warranty. Colors vary from lot to lot and may not exactly match sample swatch, sample book, or previous purchases. Discontinued components or color selections will be replaced with the closest equivalent current product. This shall be your sole remedy under this Limited Warranty.

To obtain service, contact the Dealer from whom you purchased the product.

This Warranty is exclusive and in lieu of all other obligations, liabilities or warranties. In no event shall Comfortex or its licensed fabricators or distributors be liable for incidental or consequential damages, or for any other damage, loss or expense, cost or fee associated with such damage. In some states, exclusions for incidental or consequential damages are not allowable. Comfortex Dealers and Fabricators must use safety devices supplied by Comfortex in accordance with Window Covering Safety Counsel guidelines.

This Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Policy is subject to change without notice.

This Limited Warranty is exclusive of commercial use. Contact Comfortex Technical Service for more information. No agent, representative, dealer or unauthorized employee has the authority to increase or alter the obligation of this Warranty.

This Limited Warranty supersedes any previous versions.

Service and Repair

Service may be obtained by contacting our Customer Service Department. No products, parts, components or other materials will be authorized for return or repair without prior approval from Comfortex. A Return Authorization (RA) may be obtained by contacting our Technical Service Department. In order to provide the quickest service possible, please have your Comfortex Work Order number and original order information available when you call.