



TERMS AND CONDITIONS

Thank you for placing your confidence in us. We understand that it can be a bit of a leap of faith, and we want you to feel confident that you made the correct decision. All furniture is made-to-order, completely custom, and as a result, it cannot be returned unless damaged or defective. If damaged or defective, we reserve the right to repair or replace. As soon as we receive an order deposit, we order cut fabric, cut latex rubber and queue up your order for production.

TERMS

A 50% deposit is required on all orders, and the 50% balance is processed upon completion, but before shipping. New orders will not be scheduled into production until a 50% deposit is received. All orders are subject to acceptance by The Organic Mattress Inc. Receipt of your Order Acknowledgment indicates acceptance of your order subject to the conditions of The Organic Mattress Inc. outlined in this document. Please read your Order Acknowledgment carefully and notify us immediately of any discrepancies or errors.

CHANGE ORDER

Requests for *changes to orders must be made in within 72 hours of the Order Acknowledgment*. The Organic Mattress Inc. reserves the right to charge for labor, materials and administrative costs for order changes if these changes are made after ingredients are ordered. Some changes are fine and don't impact our placement of orders for raw materials to make your piece. Some changes do impact raw material orders; an example of such a change would be changing the length on a piece. So, do measure your space carefully and compare your measurements to the measurements for our piece before committing to a piece.

CANCELLATION

Orders may not be terminated without The Organic Mattress Inc.'s written consent. Cancellation cannot be accepted after order is in production or the ingredients have been shipped.

MERCHANDISE RETURNS POLICY

A written Return Authorization (RA) Form must be issued by The Organic Mattress Inc. prior to the return of any merchandise due to in-transit damages or defects. The Organic Mattress Inc. reserves the right to offer repair by third parties that are geographically closer to the recipient for potential defects in workmanship.

DELIVERY

The Organic Mattress Inc. is not liable for delay or failure to deliver due to strikes, lockouts or other labor difficulties, failure or delay at other sources of supply, transportation difficulties, accidents, fire, war, riot, compliance with government regulations, acts of God or other causes of like or unlike nature beyond our company's control. Normal completion of orders is 6 to 8 weeks from receipt of the Order Acknowledgement if all ingredients are in stock at our suppliers. However, since every piece is made-to-order and we have many completely custom pieces in production, we can only estimate how long they will take to complete, so delays to quoted lead times may occur. (The opposite may occur too. We sometimes complete orders far ahead of schedule.) The Organic Mattress Inc. does not offer discounts, free shipping or any monetary concession as a result of production or shipping delays. Unanticipated labor and weather issues arise occasionally that delay production or delivery. Humans make our pieces, not machines. Please be patient and understanding if this occurs.



All Customer's Own Material (COM) fabrics should be shipped to:

The Organic Mattress, Inc., 348 Boston Post Road, Sudbury, MA 01776, 978-440-8200.

STORAGE

The Organic Mattress does not always have storage space for completed orders. If we do have space and can store your piece, then we will. All pieces will be wrapped and safe in our facility. If a customer is unable to accept delivery of merchandise when the shipper schedules the delivery, the shipper a rare occasion may transfer your merchandise to storage after holding it for 30 days. (Note, if the customer is on a trip for over a month while the shipper has the merchandise, then they will charge for storage after 30 days.) All costs associated with storage, including transportation, will be charged to the customer. Customers will bear all risks of damage or loss during storage of their furniture pieces outside of our facility.

CLAIMS

The Organic Mattress Inc. takes pictures of all pieces from multiple angles before wrapping for shipment to document the condition of each piece prior to shipment. We insure every shipment with the professional shippers we contract. Upon receipt, you must examine your merchandise very carefully. If you see any obvious damage, you must note the obvious damage on the bill of lading or consignee delivery receipt that they ask you to sign. *You must* contact us immediately with the details. Ideally, please contact us while the delivery persons are still on your premises. Some damages may require you to reject accepting the delivery, so please feel free to reach out (978-440-8200). Any claims against The Organic Mattress Inc. for defects, errors or shortages must be made *within 48 hours of delivery*. Failure to make any such claims shall constitute full acceptance of the merchandise. We reserve the right to repair or replace merchandise based on the types of damages or defects. We do not issue refunds on custom made merchandise. We will always repair or replace merchandise if defective or damaged.

This may sound scary. However, most shipments are delivered in perfect condition, and the likelihood of damage or a defect is rare when pieces are not shipped to locations 3,000 to 4,000 miles away. Should in-transit damage occur, it must be noted on the bill of lading (sometimes referred to as the "consignee delivery receipt"), and again, contact us immediately. *The professional shippers will not honor any in transit damage claims unless damage is noted on the bill of lading (again, sometimes referred to as the consignee delivery receipt).*

WARRANTY

We warranty the frame, springs and cushions. The frame and springs have a lifetime warranty. The cushions have a seven year warranty. During the warranty period, we will repair or, at our option, replace free of charge, products that are proven to be defective. This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence or abuse. Customer's Own Material (C.O.M.) are not warranted by us. Ask your C.O.M. fabric supplier about their warranty. We do, still, warranty the frame, springs and cushions.

FEEDBACK

Feedback isn't in the terms and conditions. However, we appreciate any and all feedback regarding the service, the end product and the delivery. We strive to impress and will follow up with you. Please do not hesitate to reach out to us with your experience at any point. We care. We want you to love your custom non-toxic investment piece.

The Organic Mattress Inc., 348 Boston Post Road, Sudbury, MA 01776
(978) 440-8200 info@theorganicmattress.com www.theorganicmattress.com