

**ZZ DRIGGS**  
**RETURN & CANCELLATION POLICY**

(Effective October 31, 2019)

*Please review this Return & Cancellation Policy very carefully* – and if you find anything in here doesn't make sense or seem right to you, please write to us at [support@zzdriggs.com](mailto:support@zzdriggs.com).

Our [Terms & Conditions](#) wholly and completely incorporate this Return Policy by reference. Therefore, every time you access our Services, you agree to all terms and conditions set forth in this Return Policy. Likewise, the definitions set forth in our Terms & Conditions apply to this Return Policy as though herein specified.

If you do not agree with this Return Policy, or any aspect thereof, you must stop using our Services immediately and cease from all further use, including termination under Section 7.b of our Terms & Conditions (“Termination by You”).

**ZZ Takes Full Responsibility for Non-Conforming & Damaged Orders.**

You acknowledge and agree that, at the time of delivery, ZZ will require you or your trusted, designated person to: (a) carefully inspect the Item(s); (b) provide a signature to confirm your acceptance of the Item(s) and (c) verify that your order has been delivered, to specification, in satisfactory condition, and on or before the promised date or at otherwise satisfactory time.

**If ZZ and/or its Affiliates fails to deliver an Item to specification (e.g. model, dimension, color, quantity) by the promised date, or if an Item is damaged when delivered, you have the option of accepting the Item or returning the Item and receiving a full refund or store credit for the Item, including any applicable shipping/delivery fees and costs.** You acknowledge and agree that many of our Item(s) are vintage, antique, handmade, craftsman, and/or previously owned; in this light, you will not consider any asymmetries, marks, stains, discolorations, cracks, scratches, repairs, worn edges, worn corners, worn fabric, holes, stains, rust, tarnish, chipped paint, and/or other indicia of aging, usage, or wear to be a damage or defect insofar as they are (a) reasonable wear and tear for a previously used Item and/or (b) known to ZZ and/or its applicable third-party partner prior to shipment and reasonably considered by ZZ and/or its applicable third party partner to be a distinctive characteristic of the Item in question, intended to add to the Item's style and aesthetic appeal.

The policies specified in this Section apply with equal force to rentals and purchases.

## **ZZ Permits You to Cancel Your Rental, and You May Be Eligible for a Refund.**

ZZ allows you to cancel your rental before the Rental Term has concluded. Under limited circumstances, as below described, you will be entitled to receive a partial or total refund following a cancellation.

To request a cancellation, email [support@zzdriggs.com](mailto:support@zzdriggs.com) with the subject line, "Rental Cancellation." Please make sure you include the name of the Item(s) that you seek to cancel, along with a detailed description of the Item(s), your reason for requesting cancellation, and any other pertinent information.

You may cancel your rental order for any reason, at any time, within twenty-four (24) hours of when it was placed. Under such a circumstance, you have the option of receiving a full refund - including any shipping/delivery fees and costs - or store credit.

You agree that, if you cancel your rental order more than twenty-four (24) hours after it was placed, but at least three days prior to when the order ships, you will be charged an Administrative Fee (\$250.00) but will not be under any further obligation with respect to the cancelled rental Items. You agree that, under such a circumstance, ZZ will issue you a refund or store credit, at ZZ's election, for the total amount you have paid - including the first month's rent - except to the extent that ZZ retains some or all of this amount as payment on the Administrative Fee.

ZZ grants you a final window of time to decide whether you wish to proceed with your rental, beginning three days prior to shipment and ending forty-eight (48) hours after the time of delivery, as recorded by ZZ and/or our shipping/delivery provider. Notwithstanding orders which are defective or otherwise non-conforming, you agree that, if you notify ZZ of your intention to cancel your rental of one or more Items within this window, ZZ will: (a) retain your payment for the first month of the Rental Term; (b) cancel any further payments as to the Rental Term itself; and (c) charge your designated payment provider for an Administrative Fee, plus any additional applicable fees and penalties that arise.

You further acknowledge and agree that you are entitled to cancel your rental and facilitate the pickup and return of one or more Items at any time after forty-eight (48) hours from the time of delivery; however, at or around the time of pickup, ZZ will charge your designated payment provider for ALL REMAINING AMOUNTS on your Rental Term, regardless of why you seek cancellation, how much time remains on your Rental Term, or long you have been renting the subject Item(s).

You agree that, regardless of when or why a cancellation occurs, you remain subject to all applicable Terms & Conditions, including but not limited to terms relating to the pickup and return of your Item(s), as well as terms concerning your responsibilities and liabilities in connection with any loss, damage, destruction, abandonment, and theft of your Item(s).

## **ZZ Permits You to Cancel or Return Your Purchase Under Limited Circumstances.**

ZZ permits order cancellations and returns/refunds for certain purchased Items under limited circumstances, as herein described. To request a cancellation or return of a purchased Item, email [support@zzdriggs.com](mailto:support@zzdriggs.com) with the subject line, "Purchase Cancellation" or "Purchase Return." Please make sure you include the name of the Item(s) that you seek to cancel or return, along with a detailed description of the Item(s), your reason for requesting cancellation/return, and any other pertinent information.

With the exception of orders which are defective or otherwise non-conforming, you acknowledge and agree that ZZ does not permit the cancellation or return of Items which are made-to-order, custom-made, monogrammed, collectible, vintage, subject to sales/discount, or otherwise bearing a designation to indicate that the sale is final (including, without limitation, the designations "Final," "Final Sale," "Ineligible for Return," "No Returns," and "No Refunds)" - except that such orders may be cancelled within twenty-four hours (24) of making said purchase, in which case you will be issued a full refund.

Apart from Final Sale Items, as described in the prior paragraph, you acknowledge and agree that you may cancel your purchase at any time before it ships, as described in this paragraph. If you cancel your purchase within twenty-four hours (24) of making said purchase, you will be issued a full refund; if you cancel after this initial twenty-four period, but prior to the commencement of shipment, you will only be charged for a Restocking Fee in the amount of 10% of the cost of the Item(s) being returned - you will not be charged shipping, delivery, pickup, return, or any other fees or costs for the Item(s) subject to cancellation prior to shipment, and you will be refunded the remainder of your purchase in full.

With the exception of orders which are defective or otherwise non-conforming, you acknowledge and agree that, to the extent you have purchased one or more Item(s) that are not subject to final sale, you are entitled to return your purchased Item after the commencement of shipment, provided that: (a) said Item remains in the same condition as when the Item was delivered to you; (b) you request your return within seven (7) days of when you accepted receipt of such Item, according to the records of ZZ and/or our applicable third-party provider; and (c) the returned Item either (i) reaches the location for return designated by ZZ or our applicable third-party partner/provider within fourteen (14) days of the date we authorize and approve the return, or (ii) fails to reach the location for return designated by ZZ or our applicable third-party partner/provider during this timeframe through no fault on your end. If you return a purchased Item pursuant to this paragraph, ZZ will charge you for any and all costs relating to shipment, delivery, pickup, and return of the Item(s) you are returning; ZZ will also charge you a Restocking Fee of 10% of the total cost of the Item(s) you are returning. All amounts remaining after processing your return and assessing the aforementioned charges and any related fees (*e.g.* Administrative Fees) will be refunded. You acknowledge and agree that ZZ reserves the right to refuse to accept a return under this paragraph if you are unable to accomplish the

return within fourteen (14) days of the date we authorize and approve the return; in that scenario, the subject Item(s) will either (a) remain with you or (b) will be shipped/delivered back to you, and ZZ will charge your designated payment provider for all further shipment and delivery costs, plus an Administrative Fee.

### **ZZ May Cancel Your Rental or Purchase at Any Time, for Any Reason.**

ZZ reserves the right to decline or cancel part or all of your order at any time, for any reason, with or without cause and/or prior notice.

#### **1) Cancellation of Your Purchase by ZZ**

If ZZ elects to cancel your purchase in whole or in part, through no fault on your end, ZZ will refund all amounts charged and will assess no fees or penalties for such cancellation.

You acknowledge and agree that ZZ reserves the right to cancel your purchase, retain a 10% Restocking Fee, retain all shipping, handling, and delivery costs, and charge your designated payment provider for all pickup and return costs, plus all applicable fees and penalties, upon the soonest of: (a) three (3) total combined instances (singular or combined) of rescheduled delivery appointments, relocated delivery appointments, and/or unsuccessful delivery attempts which result from scheduling, accessibility, responsiveness, and/or availability issues relating to you and/or one of your trusted, designated persons (by way of example, two rescheduled appointments and one (1) unsuccessful delivery attempt would constitute three (3) total combined instances); (b) your failure to reschedule delivery for a date which falls within two (2) weeks of the date being subjected to rescheduling; (c); your failure to select a zip code for relocation which is serviced by ZZ; (d) your unresponsiveness to at least four (4) separate attempts by a ZZ representative or one of our third party providers to schedule a delivery of your purchased Item(s); (e) an explicit refusal by you or your designated, trusted person to provide a signature and/or permit photos of your purchased Item(s) and/or the surrounding area for reasons unrelated to a non-conforming and/or defective order; (f) inability to deliver your Item(s) due to issues with fitting through or into spaces around the intended location for the Item(s); and/or (g) inability to reasonably and safely deliver your Item(s) due to the shipping/delivery route or point being a remote, difficult, inaccessible, and/or dangerous location, as reasonably determined by ZZ and/or its third-party provider.

#### **2) Cancellation of Your Rental by ZZ**

If ZZ initiates cancellation of your rental for reasons wholly apart from anything you did to violate our Terms & Conditions, breach your rental obligations, or otherwise pose an imminent threat of breach, you will not be charged for any further installment payments on your Rental Term, and you will be issued a pro rata refund for any time remaining on the rental which was already paid..

You further acknowledge and agree that ZZ reserves the right to cancel your Rental Term, retain your first month's payment, and charge your designated payment provider for all applicable Administrative Fees and any other penalties or fees that arise upon the soonest of: (a) three (3) total combined instances (singular or combined) of rescheduled delivery appointments, relocated delivery appointments, and/or unsuccessful delivery attempts which result from scheduling, accessibility, responsiveness, and/or availability issues relating to you and/or one of your trusted, designated persons (by way of example, two (2) rescheduled appointments and one (1) unsuccessful delivery attempt would constitute three (3) total combined instances); (b) your failure to reschedule delivery for a date which falls within two (2) weeks of the date being subjected to rescheduling (c); your failure to select a zip code for relocation which is serviced by ZZ; (d) your unresponsiveness to at least four (4) separate attempts by a ZZ representative or one of our third party providers to schedule a delivery your rental Item(s); (e) an explicit refusal by you or your designated, trusted person to provide a signature and/or permit photos of your rental Item(s) and/or the surrounding area for reasons unrelated to a non-conforming and/or defective order; (f) inability to reasonably fit and safely maneuvered your Item(s) through all necessary entrances, exits, and access points, such that they can be practicably delivered to and utilized at desired location within the specified destination, as reasonably determined by ZZ and/or its third-party provider; and/or (g) inability to reasonably and safely deliver your Item(s) due to the shipping/delivery route or point being a remote, difficult, inaccessible, and/or dangerous location, as reasonably determined by ZZ and/or its third-party provider.

You acknowledge and agree that, if ZZ cancels your rental before the end of a Rental Term "for cause," ZZ will charge your designated payment provider for all remaining payments on your Rental Term – except if your Rental Term has not yet commenced, in which case ZZ will retain your first month's payment – in addition to an Administrative Fee and any additional penalties and fees that may arise. You agree that ZZ may cancel a rental "for cause" if you violate any of ZZ's [Terms & Conditions](#), breach your rental obligations, or otherwise pose an imminent threat of breach (including, without limitation, if you fail to timely remit payment and/or fail to provide and maintain updated payment information). ZZ will notify you if it intends to cancel a rental before the end of the Rental Term – and of any "for cause" basis – and will direct you to schedule a date for the pickup of your Item(s).

### **Picking Up, Returning & Evaluating Your Rental Items.**

The provisions in ZZ's Terms and Conditions which control the pickup, return, and evaluation of your rental Items apply with equal force and effect to the return of rental Items pursuant to this Return & Cancellation policy; such terms and conditions are hereby incorporated by reference. This includes, without limitation all provisions under, Section 8.g ("Pickup & Return of Your Rental Item(s)") and Section 8.i ("Ownership, Condition, & Responsibility as to Rented items").

### **Picking Up, Returning & Evaluating Your Purchased Items.**

The provisions of Section 8.g of ZZ's Terms & Conditions ("Pickup & Return of Your Rental Items") apply with equal force and effect to the return of purchased Items pursuant to this Return & Cancellation policy; such terms and conditions are hereby incorporated by reference, except as follows:

- If you reschedule your pickup, you must select a pickup date which falls within one (1) week of the date being subjected to rescheduling, rather than within two (2) weeks of the date being subjected to rescheduling.
- Paragraph 8.g.iii ("Repossession") and Paragraph 8.g.iv ("Pursuit of Legal Recourse") do not apply to purchased Items. Instead, ZZ will simply retain all amounts paid for your Item if ZZ is unable to pick up your purchased Items.

You acknowledge and agree that, under all circumstances, the risk of loss, damage, theft, abandonment, and destruction for an Item that you have accepted and are attempting to return remains with you until that Item has reached its final return destination, as designated by ZZ or the applicable third-party partner/provider. You agree that the party receiving the returned item (be it ZZ or a third-party) holds sole discretion in evaluating and determining the condition of the purchased Item(s) you return. You acknowledge and agree that ZZ and its third-party partners and providers reserve the right to decline your return and refuse to refund your purchase if the subject Item(s) are not timely received, or are determined to have been received in a materially different condition than they were delivered to you - in that scenario, the subject Item(s) will be shipped/delivered back to you, and ZZ will charge your designated payment provider for all additional shipment and delivery costs, plus an Administrative Fee. Furthermore, you acknowledge and agree that you shall be responsible for damage or destruction to any Item which was not purchased by you, but which becomes damaged and/or destroyed as a result of proximity to an Item that you purchased which became subject to contamination, infestation, or hazard.