

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 in your decision.

### **Our Reasonable Terms & Conditions**

All furniture is made-to-order, completely custom, and as a result, cannot be returned. If damaged in transit, we reserve the right to repair or replace.

#### **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 (our parent company) and your sales receipt indicates acceptance of your order subject to these reasonable terms and conditions. Please read your invoice carefully and notify us immediately of any discrepancies. We will correct the invoice and resubmit it for your approval.

## **CHANGES**

Most requests for changes after giving us the 50% deposit must be made within 2 business days since we order all ingredients upon receipt of the deposit. The Organic Mattress reserves the right to charge for labor, materials and administrative costs for any order changes after ingredients are ordered. Once we submit orders for cut fabric yardage and the fabric has been cut, we cannot return it. So, a fabric choice change at this point results in our billing you for the fabric. (You may have it, also.) Of course, some changes are fine and don't impact our placement of orders for raw materials to make your piece. However, some changes do impact raw materials orders: an example of such a change would be changing the length on a piece. So, please do measure your space carefully and compare your measurements to the measurements for our piece before committing to the order.

## CANCELLATIONS

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

#### **RETURN POLICY**

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

# THINGS HAPPEN

The Organic Mattress is not liable for delay or failure to deliver due to strikes, lockouts, pandemics 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. Unanticipated labor and weather issues occasionally arise that delay production or delivery. Humans make our pieces, not machines. Please be patient and understanding if this occurs. The pandemic has completely disrupted the global supp;ly chain and workforce.

#### YOUR DELIVERY

Normal completion of orders is 12 weeks from receipt of the Order Acknowledgement if all ingredients are in stock at our suppliers' facilities. However, since every piece is made-to-order with many completely custom pieces in production, we can only estimate how long they will take us to complete your order, 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.

The shippers take approximately two weeks from date of pick-up at the facilities to schedule delivery in urban and suburban areas. Delivery to remote areas can take 4 weeks. These shippers do not guarantee these time frames and we don't own the delivery companies. However, holiday season or inclement weather are typical reasons for unusual delays.

The in room set-up delivery companies do not offer as much scheduling flexibility as a local furniture delivery team. If they offer delivery dates and windows (which are usually four hour windows), please try to be available or have someone responsible for examining the piece accept delivery. The shippers might be in urban areas daily, suburban areas weekly and rural locations just once a month. If they have to warehouse pieces for a month or longer then they will charge storage fees for doing so. All costs associated with storage, including transportation, will be charged to the customer. Additionally, customers will bear all risks of damage or loss during storage of their furniture pieces outside of our facility.

The Organic Mattress orders pictures of all pieces from multiple angles before wrapping for shipment to document the condition of each piece prior to shipment. We the corners and bottoms of each piece with corrugated cardboard and then shrink wrap and palletize each piece. Each shipment is insured 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 specifics on the bill of lading or consignee delivery receipt that they ask you to sign. You must contact us immediately with the details, ideally, while the delivery persons are still on your premises. Some damages may require you to reject accepting the delivery. Any claims against The Organic Mattress for defects, errors or shortages must be made within 48 hours of delivery and 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. We will always repair or replace merchandise if damaged.

This may sound scary. However, most shipments are delivered in perfect condition, and the likelihood of damage or a defect is rare.

#### WARRANTY

The frame and springs have a lifetime warranty. The cushions have a ten-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. Two Sisters Ecotextiles and Camira Fabrics warranty the upholstery fabrics against failure under normal wear. They address each failure individually. At this point, we have worked with and have edited the fabric selections to include only the most historically durable options available in non-toxic natural fiber fabrics that are processed without harsh chemicals.

Customer's Own Material (C.O.M.) cannot be warranted by us. Ask your C.O.M. fabric supplier about their warranty. We do, still, warranty the frame, springs and cushions.

I have had no claims regarding frames, springs or the organic latex cushions ever. These pieces are built to last.

FEEDBACK Well, feedback isn't in the terms. However, we appreciate any and all feedback regarding the service, the end product, the delivery and the longevity of your piece. 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 and want you to love your custom non-toxic investment piece.

Thank you!

Donna Halloran 617-875-9660 Donna@PureUpholstery.com .