



Olivia & Will's Fine Children's Furniture
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Making Dreams Come True!

Terms and Conditions and disclaimers

Terms: F.O.B is REM Sleep Solutions located in Placentia, CA. Will Call is available, but if missed, a restocking fee may apply. All customers are to complete a Customer Profile and responsible for keeping this updated should there be any changes. Orders are not considered placed until payment is made. In order to ship furniture, payment is made in advance unless credit has been established. Purchases made over the internet with delivery outside of a store's territory or area coverage are subject to a drop ship fee listed in the Shipping section (This is automatic for online only vendors).

We do accept Visa, Master Card and American Express as a convenient form of payment. Additionally, we can provide automatic billing to your credit card or checking account; simply fill out all the information in the Customer Profile. Our preferred and normal method of payment is by check, but keep in mind that O & W, Inc. cannot ship until payment is made and cleared, and that checks may take up to 10 business days to clear in addition to mailing times. However, **we do offer a 1% discount for faxed copies of checks** made payable to Olivia & Will, Inc.; customers do not need to mail the copy but keep for their records (for questions on how this works, please contact us).

Special orders involving customization are nonrefundable. Any repairs must be preapproved by management of Olivia & Will, Inc. Without prior approval, Olivia & Will, Inc. is not responsible for costs associated with repairs. Olivia & Will, Inc. reserves the right to refuse an order and to refund the customer at its discretion.

Shipping: Can be handled by the customer or Olivia & Will, Inc. (O & W, Inc.). For orders shipped to stores, there is no handling fee; however, for drop shipping, there is a fee for handling due to the continued management of an order after shipped. This fee is 10% of the order and accounts for making arrangements for delivery and service. This is a basic fee and in some circumstances may be higher, but O & W, Inc. will notify if any orders require additional fees. Examples are shipments to Alaska or Hawaii, delivery to remote locations and changes in routing during shipments.

Claims: These will follow the requirements of the shipper. We use American West, and upon request, we can e-mail their requirements for processing claims. In all cases, O & W, Inc. recommends the following practices (this is only a recommendation; customers are responsible for this process):

1. Have customers notify O & W, Inc. immediately of any damages. Also, customers should streamline their process to get information from the customer to O & W, Inc. Delays cause two things: 1 – final customer only gets further upset with the situation, and 2 – Keep in mind that the claims process by the shipper/freight company has time limits, usually within 10 business days. Time from the final customer to the vendor to O & W, Inc., can take significant time.
2. Tell your customer **NOT** to sign off or accept any product without inspecting the product. Evidently, shipping and freight companies consider acceptance of the delivery as the order has no damage. It is becoming extremely rare and difficult to "win" claims in this case.
3. Do not let the driver tell your customer anything, such as not to worry about it, or they're in a hurry, or signing does not mean furniture was delivered without damage or problems. Simply put, the customer should inspect the product and note on the form: Condition of packaging and



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any damage. However, this must be balanced in warning so that the customer doesn't "go overboard" with inspection. This is to be within a reasonable expectation.

4. Immediately, take pictures of the products. If there is damage, if slight, please accept the product and note this on the bill of lading from the shipping company. Products can be replaced or repaired.

Parts, repairs and replacements: As mentioned previously, O & W, Inc. has the final decision on how damages, missing items or parts or compensation to the end customers. Unless in writing, e-mails count as "in writing", no expressed or unintentional discounts or compensation are the responsibility of O & W, Inc. In general, many items in the designs by O & W, Inc. are easily replaced and repairable by anyone, and will follow its policy to always do its best to take care of customers.

Changes in Specs & Pricing: Specifications and prices are subject to changes without notice and at the discretion of O & W, Inc. This is due to changes in material costs, shipping rates, change in factories, etc. O & W, Inc. will update customers on pricing changes and sales. From time to time, O & W, Inc. may offer a special sale condition to stores individually but not in competition with stores.

Territory & Pricing (advertised): O & W, Inc. is not interested in having its stores compete with other stores "down the block". Therefore, based upon agreements with stores, with no set standard for determining territories, in general, O & W, Inc. will not have competing stores in the same area as determined by reasonable for customers to travel. O & W, Inc. does not restrict pricing of its brick and mortar stores, defined as a store with its products displayed, and allows the stores to meet current local market economies of scale and regulate pricing and sales accordingly. Online stores **CANNOT** do this unless told in writing by O & W, Inc. and reserves the right to refuse delivery or discontinue maintaining an account that does not follow this guideline. Online stores are to adhere to the Minimum Advertised Price or MAP at all times unless notified in writing otherwise. MAP also includes sales over the phone, in e-mails, facsimile or other forms of communication.