

Terms and Conditions of Laundry Service

Terms and Conditions of Monthly Laundry Plan Service

Olive Cleaners is pleased to provide Laundry Plan service to our customers, subject to compliance with and acceptance of the terms and conditions set forth below. Please read the following provisions carefully. Use of the Olive Cleaners service indicates agreement to be bound by the terms and conditions contained herein. This agreement is strictly between Olive Cleaners and its customers and does not in any way constitute or imply any relationship with any other parties.

Definition of Laundry Items

Laundry items are any garment that can be water washed, dried, and folded. Laundry items include everyday undergarments, towels, jeans, T-shirts, and other cotton garments.

Business shirts, dry cleaning only items, and household items are not laundry items. For items are not included in the laundry plan, they will be cleaned and charged separately based on the current price in the store.

Laundry Plan Membership Plan Terms and Procedure

There are 3 levels of laundry plan available.

- **Basic Plan** \$49.99/Month (30lbs of laundry included every month)
- **Deluxe Plan** \$94.99/Month (60lbs of laundry included every month)
- **Premium Plan** \$129.99/Month (90 lbs of laundry included every month)

The plan starts on the sign up day of the plan. A month is defined to be the sign-up day for the laundry plan to one day prior to that same day the following month. (Ex. sign up on 3/14, next month begins 4/14). The customers can change the plan at any time. The new plan will take effect next month. Once enrolled, the membership is automatically renewed every month unless specified.

There are minimum 8lbs per order size. It will be charged for 8lbs if the incoming order is less than 8lbs. All published prices are subject to change without prior notice.

For items are not included in the laundry plan, they will be cleaned and charged separately based on the current price in the store. If the customer goes over the plan specified pounds of laundry, each additional pound will be charged for current on demand wash & fold price.

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Definition of "A Month"

A month is defined to be the sign-up day for the laundry plan to one day prior to that same day the following month. (Ex. sign up on 3/14, next month begins 4/14)

Delivery Schedule

Each customer is allowed at most two (2) FREE pickup and two (2) FREE delivery per month. Each additional pick up or deliver will be charged \$5 per service. Olive Cleaners reserves the right to determine the specific pickup and delivery time on the scheduled day in its sole discretion and reserves the right to reschedule pickup and delivery times upon prior notice to the customer.

Missed Delivery or Pick Up

If the customer misses a scheduled pickup or delivery, Olive Cleaners has the right to charge \$5 additional fee for the pick up or delivery attempt.

Payment

The customer must have a credit card on file or there is sufficient fund in the customer's account. The customer must pay, in this case, Olive Cleaners will either charge the card on file or the account balance, the agreed-upon charges at the sign-up each month. The transaction will occur on the sign-up day every month. Olive Cleaners will provide an itemized receipt via email for the credit card transactions. In the case where there is not sufficient fund in the account or the credit card transaction is declined, we will give the customer a call to resolve the issue before the order is delivered back to the customer.

Cancellation

A customer who has signed up for the Laundry Plan has the right to cancel this service at any time without any penalty. No refunds will be issued for partially or completely for unused laundry plans. The cancellation will take effect in the next month.

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Garment Care

Olive Cleaners will use reasonable efforts to maintain a high quality cleaning service. However, if the customer is not satisfied with the cleaning, we will re-clean the garment at no charge. The unworn item must be returned to the store within 3 days of the delivery, accompanied by its original receipt.

Olive Cleaners accepts no liability for damage due to normal cleaning of items without care instructions, and accepts no liability for items treated in accordance with the care labels or other instructions provided. Olive Cleaners accepts no liability for "special care" items that include special attention to be cleaned or that do not have care instructions. Olive Cleaners is not responsible for clothing shrinking, or otherwise changing as a result of normal washing procedures. Precautions will be taken to alleviate these problems if possible. Olive Cleaners reserves the right to refuse to clean any garment. Olive Cleaners does not guarantee the removal of all stains. Olive Cleaners will have its cleaning service re-clean items that, in its sole discretion, were not properly cleaned and have not been worn since they were cleaned. Olive Cleaners is not responsible for loss of or damage to any personal or non-cleanable items left in the clothing or laundry bags such as money, jewelry, or any other item. The customer agrees not to leave such items in its clothing or in its laundry bags.

Loss or Damage

In the rare instance that the customer's garment is lost or damaged by Olive Cleaners, we will issue you a refund or credit for the value of that garment, as specified in the National Fair Claims Guide from the International Fabricare Institute ("IFI"). This guide takes into account the average life of the garment, depreciation for the age of the item, and the current replacement cost. If the customer is unable to document the age of a garment, the customer can attest to the age but Olive Cleaners, in its sole discretion, may limit the minimum age of any garment to one year. If no current replacement cost is available (e.g., because the item is no longer available in stores), Olive Cleaners may use the replacement cost of a comparable item currently available. Notwithstanding the foregoing, the maximum reimbursement for each individual item is \$200.

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Olive Cleaners are not liable for any preexisting damage to garments. If we find any preexisting damage or have a concern about the colorfastness, or the age or weakness of the fabric, we will contact you to obtain your approval before proceeding to care for the item. If we are unable to obtain your authorization in a timely manner, then we may return the item without cleaning it.

Missing or damaged items must be reported to Olive Cleaners within three (3) days of delivery of the item(s). Otherwise, Olive Cleaners assumes no responsibility of the missing or damaged items. If you believe that Olive Cleaners is in possession of an item but we have no record of its pickup, we request that you inform us immediately so we can start an investigation and you can search at home. If, after fourteen (14) days, the item has not been found, we may compensate you for the loss of the item in accordance with the IFI guide, at our discretion.

Disclaimer

This liability shall be the extent of Olive Cleaners' liability regardless of the form in which any legal or equitable action may be brought and the foregoing shall constitute the customer's exclusive remedy. In no event will Olive Cleaners be held liable or be responsible for any consequential, special, indirect, incidental or punitive loss or damages, whether or not Olive Cleaners knew or should have know of the likelihood of any such loss or damages. Olive Cleaners disclaims all warranties, express or implied, with respect to the services rendered to the customer.