

## **Terms and Conditions of Service**

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### Terms and Conditions of Pick-Up & Delivery Service

Olive Cleaners is pleased to provide pick up & delivery 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.

#### **Delivery Schedule:**

Laundry pickup & delivery must be scheduled in advance by the customer. Pickup and delivery will take place each week on Tuesday, Thursday, and Saturday, except on certain holidays determined by Olive Cleaners in its sole discretion.

If the pick-up is scheduled on Tuesday, the delivery will take place next Tuesday.

If the pick-up is scheduled on Thursday, the delivery will take place on the following Thursday.

If the pick-up is scheduled on Saturday, the delivery will take place on the following Saturday.

Each customer is allowed at most one (1) pickup and one (1) delivery per week. Each additional pick up or delivery will be charged \$5 per delivery. 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.

#### **Pick Up and Delivery, Procedure and Terms:**

Olive Cleaners will provide the customer with laundry bags and identification cards. Olive Cleaners reserves the right not to pick up items that are not in these bags, but may decide to pick up such items in its sole discretion. The customer agrees not to include any of the following that are in or attached to any of the items to be cleaned or inside any of the customer's laundry bags: (i) non-washable items, or (ii) any other items not meant for laundering or dry-cleaning. The customer is responsible for any and all damage caused by any items left in the customer's clothing or laundry bag that cause damage to the clothing of any customer, the cleaning machines, or any other property of Olive Cleaners or its customers. Olive Cleaners is not responsible for, and shall not pay for, any loss, damage or theft of items left unattended by the customer for pickup or delivery.

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## Missed Delivery or Pick Up:

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

## Payment:

The customer must have a credit card on file or there must be sufficient funds in the customer's account. Olive Cleaners will either charge the card on file or the account balance, the agreed-upon charges prior to the delivery service occurs. 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 pick-up & delivery service has the right to cancel this service at any time without any penalty.

For any particular pick-up or delivery, the customer must cancel more than 1 (one) hour prior to the scheduled delivery window without additional fee; otherwise, there will be a \$5 extra charge for the delivery attempt.

## 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.

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## 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.

Olive Cleaners is 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.