

Over and Under, Inc. Terms and Conditions

THE FINEST CUSHION AVAILABLE IN THE INDUSTRY GUARANTEED!

You will not find another manufacturer that provides a finer quality product in the industry. Over and Under, Inc. manufactures all of our own cushions on site in our facility. Unlike many online custom cushion providers, we do not subcontract our work out to various manufacturer's . All of our cushions are made in our facility using only the finest materials available, including fabrics, foams, threads, zippers, etc. Our employees are all skilled craftsmen in their trade and not simply machine operators. We inspect and verify the quality of each and every cushion before it released for shipment. There is simply not another cushion manufacturer that gives more attention to detail to ensure you are 100% satisfied .

Over and Under GUARANTEES:

1. We accept full and complete responsibility for all costs (including shipping) associated with correcting any mistake that we make if we fail to make the cushion as ordered by the customer.
2. We guarantee that you will receive not only the fabric but the foam and thread that you chose or that we promise in our offering.
3. We guarantee that we will sew and otherwise construct the product in the style as you selected in your order..
4. We guarantee that we will manufacture each cushion within 3/8" of the size you selected on your order.

We believe Over and Under, Inc. backs our custom products better than any manufacturer in the industry! If you have any questions, always feel free to call and discuss your needs, before during or after your order.

What sets us apart?

1. We offer innovative cushion designs and option packages that are unmatched in the industry. Whether budget, fast drying or longevity is your preference, we help you make an informed decision. Our cushions will simply dry faster and wear longer than any we are aware of.
2. We will customize any cushion to any level you wish. If you don't see it in our online offering, simply call to discuss your specific design requirements and we will give you a quote. We are a designers dream come true!
3. We offer expert advice before, during and after your order. Just give us a call on our 800# and we will be glad to discuss your specific situation.
4. We offer all Sunbrella fabrics available in the marketplace and we are willing to use any fabric that you provide i.e. (C.O.M. - Customer Owned Materials.)

WE OFFER A 100% RISK FREE GUARANTEE

TO BE COMPLETELY INFORMED PLEASE READ THE FOLLOWING CAREFULLY BEFORE PLACING YOUR ORDER

Over and Under, Inc. Terms and Conditions:

This agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any principles or conflicts of law. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

RETURN POLICY

Because everything we make is "Custom Made-to-Order", we cannot accept returns for items that are produced as ordered by the customer. Specifically:

1. Over and Under, Inc. is responsible if cushions arrive damaged in some manner and this damage has been noted with the delivery service provider when product is delivered. It is up to the customer receiving the package to check for damage prior to signing. Please do not sign for your package(s) without noting box or product damage, otherwise we may not be able to file a claim on your behalf..
2. Over and Under, Inc. is responsible for replacing or remanufacturing cushions when the dimensions vary more than three-eighths (3/8") of an inch from the dimensions provided by the customer.
3. Over and Under, Inc. is responsible for replacing or remanufacturing cushions that are made in the wrong style, e.g. boxed instead of boxed with double cording, ties in the wrong location, etc.
4. Over and Under, Inc. will address any issues in a courteous, professional and timely manner to help the customer achieve the desired results. If the error is due to a customer mistake in ordering, the customer acknowledges responsibility and assumes the cost of correcting any mistakes.
5. Over and Under, Inc. is not responsible for cushions that the customer thinks are not comfortable enough or does not like for some other subjective reason, for example too thin or too thick even though they are made correctly based

on the customers dimensions.

6. Over and Under, Inc. is not responsible for cushions the customer does not like because the fabric color or texture does not match the color as displayed on their computer monitor. If you are not 100 percent sure of the color of the fabric as displayed on your screen, please order fabric samples to proof before ordering. Please note: fabric samples are nonrefundable.

7. Over and Under, Inc. is not responsible for refunding the cost of a fabric sample to the customer if the fabric is discontinued by the manufacturer after it is mailed to the customer.

8. Over and Under, Inc. is not responsible for cushions that the customer does not like due to the standard placement of seams and/or zippers.

10. Over and Under, Inc. is not responsible for customer's templates sent to us to use as custom cushion patterns. These templates will not be returned to the customer and become property of Over and Under, Inc.

11. Over and Under, Inc. is not responsible for cushions that are made correctly based on the information provided by the customer whether or not that information is correct. Customers are responsible for ensuring all dimensions are accurate.

Over and Under, Inc. RESPONSIBILITIES:

1. Over and Under, Inc. is responsible for using the fabric(s) the customer has selected.

2. Over and Under, Inc. is responsible for manufacturing the cushion within 3/8" of the dimensions provided by the customer.

3. Over and Under, Inc. is responsible for sewing the cushion(s) in the style selected by the customer.

4. Over and Under is responsible for the costs of correcting any mistakes that we make if we fail to correctly produce cushions using the correct information provided by the customer, provided that:

a. The customer notifies Over and Under, Inc. within five(5) working days of receiving the cushion(s).

b. The customer acknowledges that we reserve the right to rework any cushions to correct our mistakes.

c. The customer makes the cushion(s) available for a pickup by a ground carrier that we schedule.

d. Cushions that are brought back to our facility for rework will not have been used in any way and arrive back at our facility in the same condition as when they were shipped. This means no stains, pet hair, cigarette or other odors, etc.

CUSTOMER RESPONSIBILITIES:

1. Customers are responsible for providing all information needed to accurately make the cushions ordered.

2. Customers need to be certain of the accuracy of the fabric(s) selected and understand that due to variations in light source, monitor quality, etc., beyond our control, we cannot guarantee that a fabric will look exactly like it does on our web site in terms of color, repeat, etc. If you need precise color matching, please order fabric samples. Fabric samples are nonrefundable.

3. Customers need to be certain that the exact dimensions of the cushion(s) to be made have been accurately provided. Over and Under, Inc. will provide a cushion that has been cut to within three-eighths (3/8") of an inch of the dimensions provided by the customer.

4. Customers need to be certain of the accuracy of the style of sewing construction (i.e. boxed, corded, Bull Nose, single cord Bull Nose that has been selected).

5. Customers acknowledge that thickness is defined as the measurement from the top of the cushion to the bottom of the cushion and not the measurement of any side banding.

6. Customers need to be certain that all ship-to address information is correct, including the zip code. Over and Under, Inc. does not ship to PO Boxes.

7. Customers are responsible for any costs and delays associated with correcting mistakes made by the customer.

8. If a customer follows procedure to return a cushion and Over and Under, Inc. determines that the cushion(s) is, in fact, correct based on the customer's order, then the customer will be responsible for any costs Over and Under, Inc. incurs to return the cushion to the customer.

By purchasing from Over and Under, Inc. you agree to these terms and/or conditions and all applicable laws. Over and Under, Inc. specializes in custom cushions and commits to use the materials you select to make cushions in the style you select and within three-eighths (3/8") of an inch of the dimensions you provide. If you do not agree to the following terms, please do not purchase from Over and Under, Inc.

ORDER CHANGES

Order changes may not be accepted after one (1) business day of receiving the order, unless the customer agrees to pay any necessary order change fees. These fees may vary by order depending on products and materials.

CANCELLATIONS

1. Over and Under, Inc. accepts cancellations and order revisions up to one (1) business day from placing the order unless the order is already in the production process (i.e. fabric cutting, etc). All cushion and pillow products appearing on this web site are made to order using customer specifications. Once a custom order is in production and the fabric has been cut to your specifications, the fabric is no longer suitable for use on any future orders, and the order cannot be canceled.

2. Customers will have ninety (90) days to submit their template(s) or COM for orders with such requirements. If a customer does not respond to our contact attempts within these 90 days, Over and Under, Inc. has the right to cancel the order(s) and charge the customer a \$50 cancellation processing fee per order.

3. Customers will have ninety (90) days to resume or cancel their order(s) once they have placed their order(s) on HOLD. If a customer does not contact us or respond to our contact attempts within these 90 days, Over and Under, Inc. has the right to cancel the order(s) and charge the customer a \$50 cancellation processing fee per order.

ADDRESS CORRECTIONS / REDELIVERY FEES

If Over and Under, Inc. incurs additional shipping costs and fees due to customer address entry error, the customer will be charged for the additional costs, including but not limited to an \$10 address correction fee, a \$15 delivery interruption fee to reroute, redelivery fees and any associated shipping charges.

PRODUCT LISTINGS

Over and Under, Inc. strives for accuracy in all item descriptions, photographs, pricing, links and any other product-related information contained herein or referenced on our web site. Due to human error and other factors beyond our control, we cannot guarantee that all item descriptions, photographs, pricing, links and any other product-related information listed is entirely accurate, complete or current, nor can we assume responsibility for these errors. In the event a product listed on our web site is labeled with an incorrect price due to some typographical, informational, technical or other error, Over and Under, Inc. shall, at its sole discretion, have the right to refuse and/or cancel any order for said product and immediately amend, correct and/or remove the inaccurate information. Additionally, all hyperlinks to other web sites from Over and Under, Inc. are provided as resources to customers looking for additional information and/or professional opinion. Over and Under, Inc. does not assume responsibility for the claims and/or representations made on these or any other web sites.

CREDIT CARD CHARGES, REFUNDS & CHARGEBACKS

Because all products and services on Over and Under Online are "Custom Made-to-Order" we require 100 percent payment before any work is started. Over and Under, Inc. does not retain any credit card information from the checkout process (except billing address information). This is for your security and ours. As a result, if we require additional payments, we may require you to give your credit card information over the phone. Our card processor attempts to run a temporary transaction on all credit transactions. If this fails, the transaction is not processed. In some rare cases, users with debit card transactions that are declined may see money deducted from their account by their financial institution to cover the temporary authorization. As the transaction was never completed, we cannot issue any refunds. Over and Under, Inc. cannot be held liable for any bank charges caused by this. Debit card users assume the full risk. If you wish to know if this will apply to you, please see your financial institutions terms and conditions governing credit transactions on your debit card. Refunds are only available for sixty (60) days from the time of the original transaction. Afterwards, we can only issue you a check for the amount, minus any processing fees we incurred. You may also elect to receive store credit for the full amount. Refunds can only be issued after being approved by a representative of Over and Under, Inc. Refunds to a credit card are simply reversed to that card and typically take two to three business days to complete. Over and Under, Inc. cannot be held responsible for the speed of a refund of any kind. See your financial institutions rules and regulations as to how refunds are processed.

We guarantee that every online transaction you make will be 100 percent safe. This means you pay nothing if unauthorized charges are made to your card as a result of shopping at our online store. Under the Fair Credit Billing Act, your bank cannot hold you liable for more than \$50.00 for fraudulent charges. If your bank does hold you liable for any of this \$50.00, we will cover the entire liability for you up to the full \$50.00. We will only cover this liability if the unauthorized use of your credit card resulted through no fault of your own from purchases made while using our secure server. In the event of unauthorized use of your credit card, you must notify your credit card provider in accordance with its reporting rules and procedures.

Over and Under Online takes unwarranted credit card charge backs very seriously. A criminal or fraudulent charge back is when the credit card holder orders and receives products or services, then intentionally reverses the charge through their card-issuing bank stating that they did not place or receive the order. In almost all cases, the order is requested for delivery without a signature, as proof-of-delivery allows the merchant to successfully dispute the charge back. Online/mail-order merchants who are unable to obtain a printed signature from the customer are the victims. Please note that charging back an order when that order was shipped and received is theft. Fraudulent charge backs hurt honest customers by forcing online merchants to raise prices to cover cost or delay shipping when a request is made to ship without a signature.

We report all wrongful or fraudulent charge backs to your local police, your local bank, our merchant service (credit card processing company) and the Federal Bureau of Investigations Department of Justice at <http://www.ic3.gov>. Credit card fraud is a felony, and we will aggressively prosecute anyone attempting to misuse a credit card number. We track every transaction and will use all means available to prosecute persons attempting fraud.

Over and Under, Inc. reserves the right to change the prices of products sold on this web site at any time. All prices are in U.S. dollars. All credit card charges must be paid in U.S. dollars. The term "credit card holder" as used in these terms and conditions is defined as the person or entity in whose name the credit card was issued by the bank or financial institution that appears on the credit card.

When you complete an online purchase from Over and Under, Inc. using a credit card for payment, you agree to the following terms and conditions:

1. By providing a credit card and billing address for that card, you represent that you are the credit card holder or that you are an authorized representative of the credit card holder.
2. If you are not the credit card holder, you represent to Over and Under, Inc. that you have made the credit card holder aware of the purchase in advance.
3. Should you have a problem with your purchase, you will contact Over and Under, Inc. to allow us to resolve the problem before contacting either the financial institution that issued the credit card or the credit card company.
4. To threaten a charge back to alter purchase price after an order is placed is extortion, which is a felony and a Federal offense. Fraudulent use of credit cards will be investigated and reported to your local police, your local bank, our merchant service and the Federal Bureau of Investigations Department of Justice at <http://www.ic3.gov>. We will prosecute to the full extent of the law.
5. We do address verifications for every credit card. Orders that request delivery to an unverified address will require that we contact the actual owner of the credit card by phone. These phone numbers are obtained from sources other than the order itself.
6. An unauthorized credit card charge back after an order has been placed is known as friendly fraud or charge back abuse, even if you are the owner of the card, it is theft and still fraud. We will dispute the charge back with proof of delivery and, as required, file a report with the police, FBI and the following credit reporting agencies that will negatively affect your credit history: Equifax and Experian.
7. Original orders processed in error, with improper address, a wrong phone number, a declined or expired card, etc. will require that a new order only be shipped to the billing address of the credit card.