



## Terms & Conditions

### **General**

This contract incorporates these terms and conditions, which shall prevail over any other terms and conditions. MASHstudios reserves the right to change and amend these terms and conditions. You are responsible for reading the terms and conditions and shall be unable to proceed with your purchase until you have read and agreed to these terms and conditions.

### **Price and Payment Terms**

All products and prices are subject to availability. All Prices are FOB Los Angeles. Prices are listed in dollars (USD) and subject to change without notice.

MASHstudios has a policy of continuous product development and reserves the right to amend the specifications of products. Products supplied may differ from those on display or advertised. Unless previously agreed upon, the products supplied will be of equivalent value, functionality and appearance.

Full payment is due prior to shipping. Please make checks payable to MASH STUDIOS INC.

### **Limited Warranty / Liability**

MASHstudios warrants its products against defects in manufacturing and workmanship for a period of one (1) year from date of manufacture, provided the product was used under normal conditions and was used for the purposes for which it was designed. Warranty does not include wear and tear. In case of a damage or defect due to manufacturing we will replace the item at no charge. It is required that MASHstudios receives digital images of manufacturing damages before replacement shipments will process.

The warranty is to the initial purchaser and is valid while they own the merchandise. No other warranty, including warranty of merchantability and fitness, for any particular purpose will be made by MASHstudios, either expressed or implied. MASHstudios will not be liable for incidental or consequential damages arising from any product defect.

Once you have notified MASHstudios of a problem with the goods, they will replace or repair



any goods that are damaged or defective upon delivery; or refund to you the amount paid by you for the goods in question. MASHstudios will not be liable to you for any loss of profits, administrative inconvenience, disappointment, indirect or consequential loss or damage arising out of any problem in relation to the goods. MASHstudios shall have no liability to pay any money to you by way of compensation other than any refund made under these conditions.

### **Shipping and Delivery**

Lead time is approximately 7-10 days, however sometimes delays are possible and unavoidable. All packages are drop-shipped out of Los Angeles (zip code 90745). Customers must be present to sign for the packages when the packages are delivered.

You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and MASHstudios will not be liable for any loss, damage or destruction.

It is possible that you may order an item and it will be on “backorder” meaning stock has temporarily run out. Orders of product on backorder will be put in a queue and when the product becomes available, those orders in the queue will be shipped out immediately, in the order they were received.

Any shipping charges quoted from MASHstudios are approximate and subject to change.

Sometimes deliveries may arrive with missing items (or “shortages”). Most of the time when this happens, the shippers couldn’t fit all the boxes in one truck and stuck a box or two on the next shipment. If this problem arises, contact MASHstudios and they will trace the missing box(es) as quickly as possible. MASHstudios will notify you if the missing box(es) are just a few days behind, or if there was any error in your shipment. Any errors will be amended immediately and you will be notified of any status updates.

If you receive the shipment knowing it is short boxes, DO NOT SIGN for all the boxes- when asked to sign, note the exception that there are boxes missing.

All shortages must be reported within 48 hours of receiving the shipment.



## **Return Policy**

Please note that the MASHstudios return policy may differ from those return policies of its retail partners.

If you receive a shipment from MASHstudios and any part that that shipment is damaged, you may exchange it for an equal piece at no additional charge. All shipping damages must be reported within 48 hours of receiving the shipment. MASHstudios will make every effort to replace the damaged piece with an equal piece in a timely manner. In cases of all damages, it is required that MASHstudios receives digital images of the damage before replacement shipments will process.

If you receive a product that has obvious damage seen from the outside of the box (e.g., a dent or hole in the box) you have the option to not accept the box from the shipper. Whenever you sign for a box, you are signing that you received it in good condition. You have the right to make the deliveryman wait while you open up the box to make sure all pieces are intact.

If the incorrect item is shipped to you, please contact MASHstudios immediately. The correct item will be shipped in a timely manner, and arrangements will be made by MASHstudios for the return of the incorrect piece.

If for any reason you are not happy with your purchase after shipping and receiving your item, you may return the item(s) within 30 days of receiving your order for a refund as long as the furniture is in fully resaleable condition (no stains, no damage, no abuse). All returns must have original packaging. All returns will be assessed the industry standard 25% restocking fee. Custom/special orders are non-refundable and non-cancelable.

In the event you cancel your shipment while en route or if the package is considered “undeliverable” by the freight company at destination, you will be responsible for all shipping and handling costs. Your credit card will be refunded minus the shipping costs plus a 25% restocking fee once it has been inspected at the warehouse.

## **Materials and Finishes**

MASHstudios incorporates natural materials into its products. The natural beauty of the wood results in random variation in color and pattern. This variation, which is kept within acceptable limits, is an integral part of the appearance of the furniture and is to be expected. In addition, the finishes are subject to color change depending on age and exposure to light.



### **Events Beyond Our Control**

MASHstudios shall have no liability to you for any delay or failure to deliver goods you have ordered or for any damage or defect to goods delivered that is caused by any event or circumstance beyond reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or any other natural disaster or accident.

### **Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude MASHstudios' liability to you) the enforceability of any other part of these conditions will not be affected.

### **Contact**

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