

STORE POLICIES — KUSHIONS LLC

Effective Date: July 18, 2026

Company: Cushions LLC

Location: Michigan, USA

Contact: info@cushionsapparel.com

These Store Policies summarize the principal rules applying to Cushions orders. They supplement the Terms of Use. If a conflict exists, the Terms of Use control unless a product-specific disclosure provides a more specific term for the purchased product.

A. PRODUCT AVAILABILITY

1. In-Stock Products

An item marked “In Stock” is expected to be physically available for normal order processing.

Inventory errors may occasionally occur because of simultaneous orders, damaged inventory, reconciliation mistakes, fulfillment errors, or other circumstances.

If an in-stock product becomes unavailable after purchase, we may:

- a. cancel and refund the unavailable item;
- b. offer an alternative product with the customer’s approval;
or
- c. provide another reasonable option.

2. Preorder Products

An item marked “Preorder” is not ready for immediate shipment.

Preorder payment may be collected at checkout.

The applicable product page will provide the best available estimate concerning production, shipment, or delivery.

3. Made-to-Order Products

Made-to-order merchandise is produced, decorated, assembled, or finished in response to customer orders or after an ordering period.

Made-to-order products may become final sale after production has started or been contractually committed.

4. Limited Products

Limited drops and serialized products may be restricted by time, inventory, edition size, or purchase quantity.

Adding a product to a cart does not reserve it.

B. PREORDER PRODUCTION AND DELIVERY

1. General Estimate

Unless a product page states otherwise, preorder and made-to-order products are generally estimated to take approximately two to three months from the actual production start date through customer delivery.

This estimate does not necessarily begin on the customer’s order date.

2. Releases with a Future Production Window

When a product page states that production is expected to begin during a future period, the estimated production-to-delivery period begins when production actually starts.

For example, if production is expected to begin between the end of August and the end of September, the estimated two-to-three-month production-to-delivery period begins from the actual production start date within or near that window.

3. Good-Faith Estimate

All production and delivery periods are good-faith estimates rather than guaranteed arrival dates.

Potential delays include:

- a. unexpectedly high order volume;
- b. manufacturer capacity;
- c. material or component shortages;
- d. minimum production requirements;
- e. quality-control corrections;
- f. factory interruptions;
- g. carrier delays;
- h. customs or import delays;
- i. severe weather;
- j. government action; and

k. other circumstances beyond our reasonable control.

4. Delay Communication

If the expected shipment period materially changes, we will provide updates when reasonably available.

If required by applicable law, a delay notice will include a revised estimate and an opportunity to accept the delay or cancel the affected unshipped item for a refund.

A store credit will not replace a legally required monetary refund unless the customer voluntarily agrees to store credit.

C. PREORDER CANCELLATIONS

1. Standard Cancellation Period

Unless a product page states a more favorable rule, a customer may request cancellation within 14 calendar days after purchasing an unshipped preorder or made-to-order item, provided production or a non-cancelable manufacturing commitment has not already begun.

2. After Production Commitment

After 14 days or after production has begun or been contractually committed, whichever occurs first, the order is generally final sale for:

- a. change of mind;
- b. size or fit preference;
- c. financial circumstances;
- d. ordering the wrong color or size; or

e. dissatisfaction with a properly disclosed production period.

3. Exceptions

A cancellation or refund may still apply if:

- a. Kushions approves a discretionary request;
- b. the product cannot be fulfilled;
- c. a legally required delay notice provides a cancellation right;
- d. the product is materially defective or misdescribed;
- e. Kushions sends the wrong product; or
- f. applicable law requires cancellation or refund.

4. Request Method

Email info@kushionsapparel.com with:

- a. your full name;
- b. order number;
- c. email used at checkout; and
- d. the item requested for cancellation.

A request is not approved until Kushions confirms it.

D. IN-STOCK ORDER PROCESSING

1. Standard Processing

In-stock orders are generally processed within one to five business days unless otherwise disclosed.

Business days exclude weekends, federal holidays, carrier holidays, and business-closure dates.

2. Processing Versus Transit

Processing time is separate from carrier transit time.

The one-to-five-business-day estimate covers order review, picking, inspection, packing, and carrier handoff. It does not include the time the carrier needs to deliver the package.

3. Possible Processing Delays

Processing may take longer during:

- a. product launches;
- b. promotions;
- c. unusually high order volume;
- d. severe weather;
- e. staffing limitations;
- f. payment or fraud review;
- g. address verification; or
- h. system interruptions.

E. MIXED IN-STOCK AND PREORDER ORDERS

1. Combined Fulfillment

An order containing both in-stock and preorder or made-to-order products may be held until every item is available.

2. Split Shipments

Kushions may choose to split an order and ship available items sooner.

If Kushions elects to split the order without a customer request, no additional shipping charge will ordinarily be imposed.

3. Customer-Requested Split

If a customer requests separate shipment after checkout, additional postage may be required.

4. Recommended Ordering Method

Customers who need an in-stock product promptly should order it separately from preorder or made-to-order items.

F. SHIPPING RATES AND DESTINATIONS

1. Contiguous United States

Shipping rates and available methods are displayed at checkout.

Kushions may offer free economy shipping when an order meets the currently displayed purchase threshold.

Free-shipping thresholds may change prospectively and may be subject to exclusions.

2. Alaska, Hawaii, and United States Territories

Available rates are calculated at checkout where shipping is enabled.

Free-shipping offers may exclude these destinations unless expressly stated.

3. International Shipping

International shipping may be enabled or disabled at Kushions' discretion.

When enabled:

- a. rates are displayed at checkout;
- b. the recipient is responsible for customs duties, import taxes, brokerage fees, and local charges unless expressly stated otherwise;
- c. delivery may be delayed by customs processing; and
- d. Kushions cannot guarantee that a product is permitted in every destination country.

4. Shipping Restrictions

We may decline or restrict shipment to:

- a. unsupported countries;
- b. freight forwarders;
- c. mail-forwarding services;
- d. hotels or temporary accommodations;
- e. incomplete addresses;

- f. locations associated with suspected fraud; or
- g. other destinations creating unreasonable fulfillment risk.

G. TRACKING AND DELIVERY

1. Tracking Information

Tracking is generally emailed when available.

Tracking may take time to update after the shipping label is created.

2. Estimated Delivery

Carrier delivery dates are estimates unless an expressly guaranteed service applies.

Kushions does not control carrier routes, scans, weather delays, or local delivery operations.

3. Address Verification

Customers must verify their shipping address before completing checkout.

A post-purchase address-change request is not guaranteed.

4. Incorrect Address

If the customer supplies an incorrect or incomplete address, the customer may be responsible for:

- a. carrier-intercept fees;
- b. return-to-sender costs;
- c. reshipment postage; and

d. non-refundable original shipping charges.

H. RETURNED-TO-SENDER PACKAGES

If a package is returned as undeliverable, refused, unclaimed, or incorrectly addressed, Cushions may:

- a. offer reshipment after postage is paid;
- b. refund eligible merchandise minus non-refundable shipping costs;
- c. issue store credit if voluntarily accepted by the customer; or
- d. provide another appropriate solution.

Final-sale, preorder, made-to-order, personalized, and customized products remain subject to their original restrictions.

I. LOST, DAMAGED, OR MISSING PACKAGES

1. Lost in Transit

A package may be treated as lost when:

- a. the carrier confirms loss;
- b. tracking shows no meaningful movement for an unreasonable period; or
- c. the circumstances otherwise reasonably indicate that delivery will not occur.

Kushions may require the customer to cooperate with a carrier investigation.

Depending on the circumstances, the resolution may be:

- a. replacement;
- b. refund;
- c. store credit accepted by the customer;
- d. carrier claim; or
- e. another appropriate remedy.

2. One-Time Good-Faith Replacement

Kushions may provide a one-time replacement as a voluntary accommodation.

A voluntary replacement does not guarantee additional replacements for repeated or future delivery claims.

3. Packages Marked Delivered

When tracking shows delivery, the customer should first:

- a. verify the address;
- b. check with household members;
- c. check porches, side doors, parcel lockers, and secure areas;
- d. contact neighbors, leasing offices, mailrooms, or reception desks;
- e. allow a reasonable period for an early delivery scan; and

f. contact the carrier.

Kushions may request proof and cooperate with an investigation.

A delivered scan does not automatically require Kushions to provide a refund or replacement. The outcome depends on available evidence, carrier findings, and applicable law.

4. Theft After Delivery

Kushions is not ordinarily responsible for theft after a package has been properly delivered.

We may assist with documentation or provide a discretionary accommodation.

A police report, property-management report, carrier report, or package-protection claim may be required.

5. Shipping Damage

Visible shipping damage should be reported within seven calendar days after delivery.

Keep the merchandise, packaging, shipping label, and damaged container until instructed otherwise.

J. IN-STOCK RETURNS

1. Return Period

Unless marked Final Sale, eligible in-stock apparel and accessories may be returned within 14 calendar days after confirmed delivery.

2. Required Condition

Returned merchandise must be:

- a. unworn except for a reasonable indoor try-on;
- b. unwashed;
- c. unused;
- d. unaltered;
- e. free of smoke, fragrance, deodorant, cosmetics, pet hair, stains, dirt, damage, or contamination;
- f. accompanied by original tags; and
- g. returned with original packaging where reasonably possible.

3. Return Shipping

Customers are generally responsible for return shipping on preference-based returns.

Kushions will ordinarily cover return shipping for an approved manufacturing defect, shipping-damage claim, or Kushions fulfillment error.

4. Original Shipping

Original shipping charges are generally non-refundable unless the return is caused by a Kushions error or applicable law requires otherwise.

5. Return Authorization

Email info@kushionsapparel.com before sending a return.

Do not send merchandise to the publicly listed mailing address unless Kushions specifically directs you to do so.

K. EXCHANGES

1. Eligibility

Exchange requests must be submitted within 14 calendar days after delivery.

2. Inventory Requirement

Exchanges are subject to available inventory.

Limited or sold-out products may not be exchangeable.

3. Alternative Resolution

When a direct exchange is unavailable, Kushions may process an eligible return and the customer may place a separate order.

4. Shipping Costs

The customer is generally responsible for exchange shipping unless the exchange is required because of a qualifying defect or Kushions error.

L. PREORDER AND MADE-TO-ORDER RETURNS

After the cancellation period or production commitment, preorder and made-to-order items are generally final sale for:

- a. sizing preference;
- b. fit preference;
- c. change of mind;

- d. ordering the wrong variation; or
- e. dissatisfaction with a disclosed production period.

This restriction does not apply to:

- a. qualifying manufacturing defects;
- b. material shipping damage;
- c. incorrect fulfillment;
- d. material misdescription; or
- e. non-waivable consumer rights.

M. FINAL-SALE PRODUCTS

The following are generally final sale:

- a. products expressly marked Final Sale;
- b. preorder and made-to-order merchandise after the cancellation period or production commitment;
- c. stickers and sticker packs;
- d. personalized or customized merchandise;
- e. gift cards;
- f. worn, washed, altered, damaged, or unsanitary merchandise; and
- g. products otherwise identified as non-returnable before purchase.

Final-sale status does not exclude valid claims involving defective, damaged, materially misdescribed, or incorrectly fulfilled merchandise.

N. STICKERS AND STICKER PACKS

1. Final-Sale Status

Stickers and sticker packs are final sale and cannot be returned because of preference or change of mind.

2. Damaged, Incorrect, or Missing Stickers

Contact Kushions within:

- a. 28 calendar days after purchase for non-arrival; or
- b. seven calendar days after delivery for visible damage or an incorrect item.

3. Available Resolution

Kushions may offer:

- a. replacement;
- b. refund;
- c. store credit accepted by the customer; or
- d. another appropriate remedy.

A physical return may not be required.

O. DEFECTS AND FULFILLMENT ERRORS

1. Potentially Qualifying Issues

Qualifying issues may include:

- a. materially defective seams;
- b. broken zippers or fasteners upon arrival;
- c. materially defective printing or embroidery;
- d. receipt of the wrong product, size, or color;
- e. missing merchandise;
- f. material shipping damage; or
- g. another substantial departure from the product description.

2. Issues Not Ordinarily Considered Defects

The following are not ordinarily manufacturing defects:

- a. fit or sizing preference;
- b. normal wear;
- c. damage caused by improper care;
- d. accidental damage;
- e. misuse;
- f. alteration;
- g. minor dye, print, embroidery, measurement, or placement variation; or
- h. damage occurring after delivery.

3. Reporting Period

Report visible defects, damage, incorrect products, or missing items within seven calendar days after delivery.

A hidden defect that could not reasonably be discovered during initial inspection should be reported promptly after discovery.

P. CLAIM DOCUMENTATION

Kushions may request:

- a. name and order number;
- b. photographs or video;
- c. photographs of the packaging and shipping label;
- d. product tags or serial information;
- e. carrier documentation;
- f. return of the merchandise; or
- g. other relevant information.

Claims may be denied when evidence is materially false, altered, contradictory, or insufficient to verify the issue.

Q. RETURN INSPECTION AND REFUNDS

1. Inspection

Returned merchandise may be inspected before a refund is approved.

2. Failed Inspection

If a product does not meet the return requirements, Cushions may:

- a. deny the return;
- b. reduce the refund for lost value where lawful;
- c. offer to send the product back after return postage is paid;
or
- d. provide another lawful resolution.

3. Refund Method

Approved refunds are generally issued to the original payment method.

4. Processing Time

Cushions will process approved refunds within a reasonable period after inspection.

Banks and payment processors may require additional time to post the refund.

5. Store Credit

Store credit may be offered as an option but will not replace a monetary refund legally owed unless the customer voluntarily agrees.

R. FRAUD AND ABUSE

Cushions may investigate suspected:

- a. payment fraud;

- b. chargeback abuse;
- c. false loss or delivery claims;
- d. false defect claims;
- e. altered photographs or documents;
- f. repeated return abuse;
- g. multiple related accounts used to avoid restrictions; or
- h. manipulation of rewards or authenticity programs.

Where objective circumstances reasonably indicate misuse, Kushions may restrict:

- a. future purchases;
- b. returns;
- c. replacements;
- d. promotional participation;
- e. rewards participation;
- f. authenticity claims; or
- g. account access.

A customer will not be restricted solely for submitting an arbitrary number of legitimate claims.

S. PACKAGE PROTECTION, IF ENABLED

Optional package protection may be offered at checkout.

When selected:

- a. coverage is subject to the provider's terms;
- b. claims must be filed within the provider's required period;
- c. the provider may require evidence or investigation; and
- d. claim approval is determined according to the provider's coverage rules.

Package protection fees may be non-refundable after the covered shipment begins.

T. KUSH COINS

1. Enrollment

Customers must join and use the applicable rewards account to earn Kush Coins.

Where offered, a one-time seven-day grace period may be available to request credit for a recent eligible order.

2. Earning

Unless the current rewards page states otherwise:

- a. \$1 in eligible merchandise spending earns one Kush Coin;
- b. taxes, shipping, gift cards, and excluded charges do not earn coins; and
- c. refunded, canceled, reversed, fraudulent, or unpaid purchases do not earn coins.

3. Value

Unless changed prospectively:

- a. one Kush Coin equals \$0.05 in available reward value;
- b. coins have no cash value;
- c. coins cannot be redeemed for cash;
- d. coins are non-transferable; and
- e. redemption may be subject to limits or product exclusions.

4. Refund Adjustments

Coins earned from a refunded or canceled purchase may be removed.

If the coins have already been redeemed, the redeemed value may be deducted from the refund or reflected as a negative rewards balance.

5. Expiration

Kush Coins currently do not expire.

Any future expiration policy will be disclosed prospectively.

6. Tiers

Current tier thresholds and benefits are displayed on the rewards page.

Early-access benefits do not guarantee that a product will remain available.

Tier status may be adjusted after returns or canceled purchases.

U. STRAINZ AUTHENTICITY

1. Serialization

Selected Strainz merchandise may carry an edition number or unique identification feature.

Edition quantities may differ between releases and product types.

2. Claims

Customers may be required to submit:

- a. serial number;
- b. unique claim code;
- c. email address;
- d. optional handle or display name;
- e. photographs; and
- f. additional verification.

3. Approval

Kushions may approve, deny, pause, or request further evidence concerning a claim.

4. Transfers

Transfers may be manual and are not guaranteed.

Kushions may require information from both parties, proof of possession or purchase, and a private transfer phrase.

5. Private Resales

Kushions does not guarantee or supervise private resale transactions and is not responsible for disputes between private buyers and sellers.

6. Security

Do not publicly share claim codes or private transfer information.

Fraudulent submissions may result in removal from the registry and loss of future eligibility.

V. PRICING, TAXES, AND FEES

All prices are in United States dollars unless otherwise stated.

Applicable taxes and shipping charges are displayed at checkout.

Customers are responsible for international duties, taxes, brokerage fees, and import charges unless expressly stated otherwise.

W. BUY NOW, PAY LATER, IF ENABLED

If a financing or buy-now-pay-later option is offered:

- a. financing is provided by the applicable third party;
- b. approval and payment schedules are governed by that provider;
- c. Kushions does not control credit decisions or financing charges; and

d. product returns remain governed by the Cushions return policy, while financing adjustments are processed according to the provider's procedures.

X. ACCESSIBILITY

Cushions aims to make the Site reasonably accessible.

Customers experiencing difficulty may email info@cushionsapparel.com with "Accessibility" in the subject line and describe the issue or requested assistance.

Y. CONTACT

Cushions LLC
Michigan, USA
Email: info@cushionsapparel.com

These Store Policies are general business policies and are not a substitute for advice from a licensed attorney.