

ALL PHYSICAL SALES FINAL & DAMAGE REPLACEMENT POLICY

Effective Date: March 1, 2026

This policy applies to all physical books and physical merchandise sold directly by **Nola Marie**, including purchases made:

- Through the Nola Marie website shop
- At signings, conventions, markets, or other in-person events
- Through direct invoices or payment links
- Through other direct sales with Nola Marie
- In person when the merchandise is later shipped to the buyer

1. ALL PHYSICAL SALES ARE FINAL

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Except for a fulfillment error by Nola Marie, a qualifying damage replacement under this policy, or a remedy that applicable law requires, physical purchases are:

- Nonrefundable
- Nonreturnable
- Nonexchangeable
- Noncancelable after purchase

Refunds, returns, exchanges, or cancellations are not provided for buyer's remorse, change of mind, accidental or duplicate purchases, an item or format incorrectly selected by the buyer, changed circumstances, finding the item elsewhere, or minor cosmetic or manufacturing variations.

A request for a refund does not create a right to one.

2. FULFILLMENT ERRORS

If Nola Marie sends the wrong title, wrong format, wrong edition, wrong quantity, or otherwise makes a clear fulfillment error, the error will be corrected.

The damage-video requirements below do not apply to clear fulfillment errors.

The buyer must provide the order or transaction information and photographs sufficient to identify the error.

When the correct item is available, the incorrect or missing item will be replaced. Nola Marie may require an incorrectly supplied item to be returned.

If the item originally purchased cannot be supplied, Nola Marie will provide the appropriate alternative remedy, including a refund when required.

3. IN-PERSON SALES

Buyers purchasing physical merchandise in person should inspect the merchandise before completing the transaction and taking possession.

Once the buyer takes possession, the physical sale is final.

Visible condition accepted at the time of purchase is not grounds for a later refund, return, exchange, or replacement.

Damage occurring after the buyer takes possession is not covered, including damage caused during handling, transportation, travel, storage, weather exposure, or possession by another person.

If an in-person purchase remains with Nola Marie for later shipment, the shipped-damage requirements below apply after shipment.

4. SHIPPED DAMAGE CLAIMS

Damage to a shipped item does **not** automatically qualify that item for replacement or refund.

To qualify for Nola Marie's **Damage Replacement Process**, the buyer must satisfy **every applicable requirement below. There is no partial-compliance standard.**

Mandatory Evidence Requirements

The buyer must:

1. **Keep the package sealed and materially undisturbed until recording begins.**
2. Record the **first opening of the package in one continuous, unedited video.**
3. Begin the video within **12 hours of the carrier's recorded delivery time.**
4. At the beginning of the video, clearly show **Time.gov on a separate internet-connected device**, including the date, time, and time zone.
5. Before opening, clearly show:
 - The unopened package

- The complete shipping label and tracking number
 - All six sides of the package
 - All seams, tape, seals, and closures
 - Any visible wetness, staining, crushing, tearing, punctures, opening, tampering, or other exterior damage
6. Continuously record:
- Opening the package
 - Every layer of protective and waterproof packaging
 - Removal of each item being claimed
 - The condition of each claimed item immediately upon removal
 - The complete inspection of all claimed damage
7. If the claimed damage involves pages, binding, internal moisture, staining, or another interior condition, show that damage during the **same continuous recording**.
8. At the end of the video, show **Time.gov again**, including the date, time, and time zone.
9. Preserve the **original video file exactly as recorded** until the claim is closed.
10. Preserve the merchandise, shipping container, shipping label, protective or waterproof wrapping, and all other packaging until the claim is closed.
11. Submit clear still photographs of:
- The shipping label
 - The exterior package
 - Interior and protective packaging
 - The complete affected item
 - Every area of claimed damage
12. Submit the written damage claim within **24 hours of the carrier's recorded delivery time**.

Required Video Sequence

The Required Video must show, in one uninterrupted recording:

TIME.GOV → SEALED PACKAGE → SHIPPING LABEL → COMPLETE EXTERIOR → SEALS/CLOSURES → OPENING → ALL PACKAGING → ITEM REMOVAL → ITEM INSPECTION → CLAIMED DAMAGE → TIME.GOV

The video may not contain cuts, pauses, splices, combined clips, deleted portions, or other edits that interrupt or alter the required sequence.

A social-media upload, screen recording, edited export, downloaded copy, later recording, or compilation does not replace the original video file.

Visibly Damaged Packages

If the package is visibly wet, crushed, torn, punctured, opened, tampered with, or otherwise materially damaged when first found, the Required Video must begin **before the package is moved from the delivery location**, when doing so is safe.

The video must show the package where it was delivered and the surrounding delivery area before it is moved.

If no exterior damage is visible, the sealed package may be moved to a suitable location for opening provided it remains unopened and materially undisturbed.

Failure to Satisfy the Requirements

Except where applicable law independently requires otherwise:

NO CONTINUOUS FIRST-OPENING VIDEO = NO REPLACEMENT OR REFUND UNDER THE DAMAGE REPLACEMENT PROCESS.

NO REQUIRED TIME.GOV VERIFICATION = NO REPLACEMENT OR REFUND UNDER THE DAMAGE REPLACEMENT PROCESS.

NO ORIGINAL VIDEO FILE WHEN REQUESTED = NO REPLACEMENT OR REFUND UNDER THE DAMAGE REPLACEMENT PROCESS.

NO REQUIRED PHOTOGRAPHS OR PRESERVED PACKAGING = NO REPLACEMENT OR REFUND UNDER THE DAMAGE REPLACEMENT PROCESS.

DAMAGE NOT DOCUMENTED DURING THE REQUIRED VIDEO = NO REPLACEMENT OR REFUND FOR THAT DAMAGE UNDER THE DAMAGE REPLACEMENT PROCESS.

VIDEO BEGUN MORE THAN 12 HOURS AFTER DELIVERY OR CLAIM SUBMITTED MORE THAN 24 HOURS AFTER DELIVERY = NO REPLACEMENT OR REFUND UNDER THE DAMAGE REPLACEMENT PROCESS.

The existence of damaged merchandise establishes only that the merchandise is damaged when documented. It does not, by itself, establish when the damage occurred.

5. POST-DELIVERY DAMAGE IS NOT COVERED

Damage occurring after completed carrier delivery is not covered by Nola Marie's Damage Replacement Process.

This applies regardless of who or what caused the damage.

Post-delivery damage includes damage resulting from:

- Rain, snow, water, sprinklers, moisture, humidity, heat, or other environmental exposure
- A package remaining unattended or being retrieved later
- Theft, attempted theft, tampering, or vandalism
- Neighbors, passersby, household members, guests, building personnel, or other third parties
- Children or animals
- Moving, dropping, crushing, bending, tearing, cutting, spilling liquid on, improperly storing, transporting, or otherwise damaging the package or merchandise after delivery

The buyer does not have to personally cause the damage for this exclusion to apply.

Whether the damage was intentional or accidental is irrelevant.

Whether the buyer witnessed the damage is irrelevant.

The controlling issue is **when the damage occurred**.

If the evidence establishes that the claimed damage occurred after completed delivery:

NO REFUND OR REPLACEMENT WILL BE PROVIDED FOR THAT DAMAGE UNDER THE DAMAGE REPLACEMENT PROCESS.

Carrier tracking, carrier delivery photographs, the Required Video, Time.gov verification, original-file information, photographs, and other contemporaneous evidence may be compared in determining the timeline.

6. QUALIFYING DAMAGE & REMEDY

Qualifying damage means substantial physical damage that materially affects the physical integrity, readability, binding, or ordinary use of the book or merchandise.

Unless an item is specifically advertised as professionally graded or mint-condition merchandise, minor cosmetic or manufacturing variations are not qualifying damage.

This includes minor:

- Corner or edge wear
- Dents or impressions
- Scuffs or scratches
- Dust-jacket wear or movement
- Page waviness
- Printing or color variations
- Trimming or binding variations
- Foil or lamination variations
- Ordinary shelf, handling, or transit wear

Replacement Is the Primary Remedy

A damage claim that satisfies every applicable requirement will be remedied by **replacement of the qualifying affected item when an appropriate replacement is available.**

The buyer may not elect a monetary refund instead of an available replacement.

Each item is evaluated separately. Damage to one item does not make the remainder of an order refundable or replaceable.

Nola Marie may require the affected merchandise and its packaging to be returned before sending a replacement.

If an appropriate replacement cannot be provided, Nola Marie will provide the alternative remedy required by applicable law or another appropriate remedy where legally permitted.

7. OPTIONAL SHIPPING INSURANCE OR PROTECTION

For any purchase that will be shipped, the buyer may contact Nola Marie **before shipment** to request additional shipping insurance or protection that may be available for the selected shipping method.

The buyer is responsible for any additional cost.

Coverage exists only when:

1. The buyer requests it before shipment;
2. Nola Marie confirms that coverage is available;
3. The required additional cost is paid; and
4. Nola Marie confirms that the coverage has been added.

The applicable carrier, insurer, or protection provider determines what the coverage protects, its exclusions, documentation requirements, and whether a claim is approved.

Nola Marie is not the insurer.

If optional insurance or protection was purchased and the claimed loss is potentially covered by it, the applicable insurance or protection claim must be pursued first for that loss.

The buyer must preserve the merchandise and packaging and cooperate with all claim requirements.

If the buyer's failure to preserve evidence, provide required documentation, meet an applicable deadline, return requested merchandise, or otherwise cooperate prevents a purchased insurance or protection claim from being completed, Nola Marie is not required to provide a separate voluntary refund or replacement as a substitute for the lost coverage.

A buyer may not receive duplicate compensation, reimbursement, or replacement for the same loss.

Declining optional shipping insurance or protection:

- Does not change the final-sale status of the purchase
- Does not expand Nola Marie's Damage Replacement Process
- Does not make Nola Marie an insurer
- Does not make post-delivery damage covered
- Does not eliminate any right independently required by applicable law

8. PREORDERS & PRINT-TO-ORDER BOOKS

Books may be sold before the applicable copy is printed, ordered, received, signed, personalized, or otherwise prepared for shipment.

Standard-Edition Preorders

Standard-edition preorders are expected to ship within **8–12 weeks after the book's official release date**.

The fulfillment period begins on the **official release date**, not the date the preorder was placed.

Special-Edition Preorders

Special editions may require up to an additional **six (6) weeks** for printing, production, finishing, sourcing, or fulfillment.

Special-edition preorders are therefore expected to ship within **8–18 weeks after the book's official release date**.

Print-to-Order Books After Release

For books purchased after their official release date that must be printed or ordered specifically to fulfill the purchase:

- Standard editions are expected to ship within **8–12 weeks from the date of purchase**.
- Special editions may require up to an additional **six (6) weeks** and are expected to ship within **8–18 weeks from the date of purchase**.

Fulfillment Period

The applicable fulfillment timeframe may include:

- Printing or production
- Shipment of books to Nola Marie
- Signing or personalization, when applicable
- Preparation and packaging
- Final shipment to the buyer

The stated timeframe ends when the order is placed into the possession of the final shipping carrier.

Carrier transit time after shipment is separate and is not included in the stated fulfillment timeframe.

A preorder or print-to-order purchase is not eligible for cancellation or refund merely because fulfillment remains within the applicable disclosed timeframe.

If a qualifying website order cannot be shipped within the applicable disclosed timeframe, Nola Marie will provide any notice, delay option, cancellation option, consent request, or refund required by applicable law.

9. WARRANTY & LEGAL RIGHTS

To the fullest extent permitted by applicable law, any warranty relating to physical defects in merchandise is limited to the remedies expressly provided in this policy.

Nothing in this policy is intended to conceal a known defect, misrepresent the condition or characteristics of merchandise, or eliminate a right or remedy that applicable law does not permit to be waived.

Where applicable law independently requires a remedy, that legal requirement controls only to the extent required.

All remaining terms continue to apply.

10. ALL PHYSICAL SALES REMAIN FINAL

Except for:

- A fulfillment error by Nola Marie
- A qualifying replacement expressly provided by this policy
- A remedy independently required by applicable law

ALL PHYSICAL SALES ARE FINAL.

This applies equally to **website sales, in-person sales, event sales, direct sales, and in-person purchases that are later shipped.**