

## Terms of service

### **Note, this contract includes a limitation of liability and limitation of remedies**

You are contracting with A Resin To Remember, LLC® to produce a unique hand-crafted product involving the use of vegetative medium which means that not only will each product be unique, but it will be different from your original fresh floral bouquet. You acknowledge as follows:

- **1.** That natural variations and changes occur during our flower preservation process. These include:
  - Color variations from the original fresh flower
  - Natural markings such as translucent areas and slight bruising that may become more visible
  - Small bubbles that are inherent to the preservation method
  - Minor shifts in flower positioning within the resin

These characteristics are part of the artistic nature of preserved flowers and contribute to each piece's unique beauty. While we take great care in our preservation process these nature variations should be expected and appreciated as part of your handcrafted item.

- **2.** That if you send flowers that you have dried in advance, A Resin To Remember, LLC® is not responsible for mold, rot, or hairs that may be visible and/or emerge from the flowers during the preservation process.
- **3.** That we cannot successfully preserve any pre-dried flowers that still contain any moisture. We cannot press pre-dried flowers.
- **4.** Flowers that have been placed in a refrigerator or freezer before they are sent to A Resin To Remember, LLC® will inevitably contain rot and mold and will not produce a satisfactory product.
- **5.** That A Resin To Remember, LLC® reserves the right to refuse to preserve flowers that arrive damaged and/or wilted, where in the opinion of A Resin To Remember, LLC® designer preservation attempts will not be successful. In such an instance, A Resin To Remember, LLC® will not be responsible to return the damaged and/or wilted flowers, although for an additional cost A Resin To Remember may agree to shop for appropriate replacement flowers to most closely approximate your original arrangement.
- **6.** That A Resin To Remember, LLC® is not responsible for lost or damaged products due to Acts of God affecting either the shipper or A Resin To Remember, LLC® or for products lost or damaged in transit. A Resin To Remember, LLC® is not held liable or responsible for any changes made with the address confirmed at checkout.
- **7.** That resin can yellow or amber over time. That even in the best of conditions, this process is a natural process for which A Resin To Remember, LLC® assumes no liability. Flowers

pressed behind glass will change colors/brown over time and A Resin To Remember, LLC® is not responsible for these natural changes that the flowers will undergo.

- **8.** That Standard custom pieces require 4-6 months to complete, reflecting our meticulous handcrafted process and current order volume. This careful attention to detail ensures each piece meets our quality standards.
  - Custom table orders typically require 6+ months for completion due to their complexity and size.
- **9.** I understand that A Resin To Remember, LLC® has the right to photograph all and any products that are made through A Resin To Remember, LLC to be used on social platforms as well as in advertisements without any limitation from clients.
- **10.** I understand that color correction is an artistic service we offer to the client to color match as close as possible to the original flowers while also reducing the number of transparent spots and color changes. However, it will never be the exact same color as the original bouquet. (Color correction is currently only available for pressed frames)
- **11.** A Resin To Remember, LLC® has the right to cancel an order at any time at their sole discretion and seeing that the client business relationship will not be an adequate fit for any sort of satisfactory result.
- **12.** A Resin To Remember, LLC® is not held responsible or liable for any injuries sustained in relation to the product.
- **13.** Hot items should not ever be directly placed on any resin piece, including tables. Tables are for display only.
- **14.** Disclaimer of Warranties: A RESIN TO REMEMBER, LLC® SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND ALL IMPLIED WARRANTIES (EITHER IN FACT OR BY OPERATION OF THE LAW) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOMER USAGE OR TRADE.
- **15.** Limitation of Liability: IN NO EVENT SHALL A RESIN TO REMEMBER, LLC®, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE RESPONSIBLE FOR INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF IT HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR CLAIMS BY A THIRD PARTY. A RESIN TO REMEMBER, LLC® MAXIMUM LIABILITY FOR ANY CLAIM UNDER THIS CONTRACT SHALL NOT EXCEED THE AMOUNT PAID BY YOU HEREUNDER, OR THE ACTUAL PROOF OF DAMAGES, WHICHEVER IS LESS. IT IS EXPRESSLY AGREED THAT YOUR REMEDY EXPRESSED HEREIN IS YOUR EXCLUSIVE REMEDY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

- **16.** Should A Resin To Remember, LLC® incur legal expense in connection with any effort to collect monies due hereunder or to defend itself relative to any claims made hereunder, A Resin To Remember, LLC® shall be entitled, to the fullest extent under the law, to reasonable legal fees and costs associated therewith. This contract shall be governed by the applicable provisions of the law of the State of Georgia.
- **17.** Any claim you make for any type of damage under this contract shall be made in writing to A Resin To Remember, LLC® within thirty (30) days of delivery of the product you have purchased. Any failure to make a timely written claim shall be deemed a waiver by you.
- **18.** If any provision of this contract is found to be ineffective or unenforceable for any reason, such provision shall be fully severable, and this contract shall be construed and enforced as if such provision never comprised a part of this contract. The remaining provisions of this contract shall remain in full force and effect and shall not be affected by any ineffective or unenforceable provision or by the severance from this contract.