

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. Natural Variations, Materials, & Imperfections

You are contracting with A Resin To Remember, LLC® to produce a unique hand-crafted product involving natural botanical materials. Due to the nature of organic materials and the preservation process, results will differ from fresh flowers and from sample images.

Natural variations and characteristics are inherent and unavoidable. These may include, but are not limited to:

- Color variations from the original fresh flowers
- Translucent or transparent areas in petals
- Slight bruising or natural markings
- Small dust particles or silica gel remnants
- Micro bubbles within the resin
- Minor shifts in flower positioning
- Natural texture changes over time

These characteristics are not considered defects but are part of the authentic preservation of natural materials.

A Resin To Remember, LLC® exercises reasonable care and professional skill; however, perfection cannot be guaranteed due to factors beyond our control.

2. Design Proofs & Revisions

Design proofs are provided for larger or complex items only.

- Clients will have 48 hours to approve or request revisions after receiving a proof
- If no response is received within 48 hours, production will proceed as designed
- Reasonable revisions are permitted
- A maximum of three (3) design revisions is included per mockup

Design proofs are not provided for smaller keepsake items, including but not limited to: spheres, ring holders, ring dishes, Christmas ornaments, and similar small pieces.

By placing an order, you acknowledge trust in the artistic judgment of A Resin To Remember, LLC®.

3. Add-On Items & Flower Preparation

Due to the size and thickness limitations of certain products, flowers may need to be modified during preparation.

For smaller add-on items and certain tray styles:

- Blooms may be flattened
- Individual petals may be used instead of full flowers
- Some flowers may be selectively placed or omitted for structural integrity

This applies to items such as ring holders, ring dishes, Christmas ornaments, acrylic trays, wood/resin trays, and charcuterie boards.

These adjustments ensure durability, longevity, and the highest possible finished quality.

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. Turnaround Time & Completion Estimates

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.

Due to the high demand for our specialized services, exact completion dates cannot be guaranteed.

All timeframes below are estimates only and begin once flowers have been received and the order is confirmed.

- Standard resin and pressed floral keepsakes: 6–8 months
- Orders including lamps, wood/resin trays, or charcuterie boards: 8–10 months
- Custom table orders: Up to 12 months

Completion timelines may be extended at any time due to factors including, but not limited to:

- Weather conditions that prevent safe resin pouring
- Larger or complex orders
- Seasonal order surges (especially May and October)
- Material curing requirements
- Studio production volume

We kindly ask that clients avoid requesting completion updates via text or message unless the order has exceeded the upper end of the estimated timeframe.

Additional Terms & Protections

Deposits, Payments & Cancellations

A non-refundable deposit is required to reserve a production slot. Due to the custom nature of preservation work and the limited number of orders accepted each month, all payments made to A Resin To Remember, LLC® are non-refundable once flowers have been received or production has begun.

If an order is canceled prior to flower receipt, refunds are at the sole discretion of A Resin To Remember, LLC® and may be subject to administrative fees.

Failure to submit final payment when due may result in delays to production.

Abandoned Orders & Storage

Completed orders must be paid in full and shipped or picked up within 30 days of completion notification.

Orders not claimed within this timeframe may incur storage fees of \$25 per month. Orders abandoned for more than 90 days without communication may be considered forfeited, and A Resin To Remember, LLC® reserves the right to dispose of or resell the item without refund.

Rush Orders

Rush service is not guaranteed and is offered only at the discretion of A Resin To Remember, LLC®. Additional fees will apply, and expedited timelines may still be affected by curing requirements and weather conditions.

Shipping, Delivery & Risk of Loss

A Resin To Remember, LLC® carefully packages all items for safe transit; however, once an order has been transferred to the shipping carrier, risk of loss or damage passes to the client.

A Resin To Remember, LLC® is not responsible for delays, loss, or damage caused by shipping carriers, weather, or events beyond our control.

Shipping insurance may be available upon request.

Flower Shipment Responsibility

Clients are responsible for properly packaging and shipping flowers to ensure safe arrival. Improper packaging, delays in transit, or exposure to extreme temperatures may result in unusable flowers.

A Resin To Remember, LLC® is not responsible for deterioration that occurs prior to receipt.

Creative License

By commissioning A Resin To Remember, LLC®, the client acknowledges and agrees that artistic interpretation is required during the preservation process. While preferences will be considered, final design decisions are at the discretion of the artist to ensure structural integrity, longevity, and aesthetic balance.

Chargebacks & Dispute Resolution

Due to the custom nature of the products, chargebacks or payment disputes for completed work are strictly prohibited unless fraud can be demonstrated.

Clients agree to contact A Resin To Remember, LLC® directly to resolve any concerns prior to initiating a dispute with a financial institution.

Use of Substitute or Supplemental Materials

If original flowers are damaged, insufficient, or unsuitable for preservation, A Resin To Remember, LLC® may use viable portions, petals, or approved supplemental materials to complete the design while maintaining the overall aesthetic of the original arrangement.

Care & Display Recommendations

Resin keepsakes should be displayed indoors, away from direct sunlight, excessive heat, humidity, and extreme temperature fluctuations. Improper care may accelerate discoloration, warping, or degradation.

A Resin To Remember, LLC® is not responsible for damage resulting from improper display or handling.

Photography & Marketing Use

A Resin To Remember, LLC® reserves the right to photograph and use images of all completed work for portfolio, social media, advertising, and promotional purposes without compensation to the client.

Limitation on Guarantees

Preserved floral products are decorative keepsakes and are not intended to last indefinitely. While every effort is made to maximize longevity, no guarantees are made regarding lifespan, color retention, or future condition.