

Terms & Conditions: (Rev. 10/14) BY PLACING YOUR ORDER/RESERVATION DEPOSIT YOU HAVE ACCEPTED THE FOLLOWING TERMS & CONDITIONS. FLOWERS ARE ACCEPTED FOR ENCASEMENT ONLY!!!!!! UNDER NO CIRCUMSTANCES WILL FLOWERS NOT USED IN A CUSTOMERS KEEPSAKE ORDER BE RETURNED TO THEM AS FREEZEDRY ONLY FLOWERS. ALL FLOWERS BECOME THE PROPERTY OF PRESERVED PETALS / HELLER & REID UNTIL ALL RELATED CHARGES HAVE BEEN PAID IN FULL. (INCLUDES FINALIZATION OF KEEPSAKE ORDER) Placement of a reservation or order is your consent to allow Preserved Petals / Heller & Reid to create your floral preservation using their best judgment and discretion based on your display selection and any written direction provided by you. Floral preservation is custom work and subject to creative decisions made at the design stage. You have given us permission to make these decisions on your behalf. **Once your preservation is complete any changes or alterations requested by you may create additional charges for labor, materials, and shipping.** You understand that major changes may not be possible without damage to flowers and possible replacement flower cost.

A Non-Refundable Freezedry Deposit is required on all Undecided Orders prior to the acceptance of flowers for the preservation process. An Undecided Order is one where the customer has contracted for Preservation and has not finalized an order for encasement of the flowers after preservation is complete. This Freezedry Deposit is designed to cover the cost of preparation and preservation of most bridal bouquets and may range between a minimum of \$100.00 and maximum of \$375.00 based on the size of the bouquet submitted for preservation.

Individual flowers, additional flowers, and other floral arrangements will have a Freezedry Deposit assigned to them based on the space required for processing and the relative complexity of the freezedry process for the flowers involved in the order.

At the discretion of Preserved Petals /H&R bouquets and flowers may also be accepted for processing as a Freezedry Only Order. Orders accepted for Freezedry Only must be paid in full to include sales tax prior to the acceptance of the flowers for preservation process. These flowers are processed AS IS and no disassembly, design work, repair work, color enhancement, or modification to the arrangement is included when flowers are accepted and processed as a Freezedry Only. **Orders accepted as Undecided Orders will not be converted to Freezedry Only.** Freezedry Only Orders/Flowers that have been picked up may not be returned to the shop for any reason after leaving due to possible exposure to insects, sunlight, and other environmental conditions beyond the control of Preserved Petals.

1. Custom Work

The quality, age and condition of your flowers will affect the quality of your preserved flowers. Some color change is natural (see the website for details). Preserved Petals / Heller & Reid does not assume liability for any damages to flowers prior to their arrival at our Design Center or damage due to preservation equipment failure or conditions beyond our control. **All flowers accepted and preserved by Preserved Petals / Heller & Reid become our property until all charges associated with preservation are paid in full.** Most bouquets or arrangements will have some damaged flowers by the time they are received. You agree that Preserved Petals / Heller & Reid can use its best judgment as to which or how many flowers need replacement and that you will pay reasonable charges (no more than \$35.00 without your approval) to cover replacement. Certain flowers, such as stephanotis, will almost always require replacement. In the event that a filler flower or greenery does not preserve well, Preserved Petals / H&R will replace it with a like product, either preserved or artificial. It is the customer's responsibility to confirm that the display ordered is correct, including the style, color and size. Changes to display choices can result in additional charges. It is the customer's responsibility to make sure that the display that they have selected will accommodate the size of their bouquet. If a smaller display is selected Preserved Petals / H&R will downsize the bouquet as needed. **If a display selected is less than \$400 the deposit applied will be pro-rated based on the flowers useable in the display.** Our customer service staff will be happy to help customers and answer questions but it is the final responsibility of the customer to understand all terms & conditions related to their order as outlined here and on our website.

2. Payment/Timetable

Reservation deposits are not refundable for any reason. Your final display decision must be made according to the established timelines and the balanced paid in full unless a payment plan is selected. **Late fees will be charged on final orders/payments made after this time. Customers with Undecided Orders have up to four (4) weeks following the completion of the freezedry process to select the manner of encasement for their preserved flowers and to finalize their order. (includes payment in full)** When these timelines are met the freezedry deposit paid is credited in full against the total sales price of all orders of \$400 or more. **Whole bouquet freezedry deposits will be credited on a pro-rata basis against orders costing less than \$400.**

Undecided Orders that have not been finalized with-in four (4) weeks will be subject to the following charges: \$25 per month will be charged against the freezedry deposit credit each month for the first two months. \$50 will be charged against the freezedry deposit in the third month. **If the order remains open at the beginning of the 4th month after the completion of freezedry the order will be cancelled, the entire freezedry deposit forfeited, and the flowers and any items submitted with the order discarded.** While we will make every effort to contact the client, it is the client's responsibility to make this payment, with or without notice. **If a display decision/payment is not made nor a payment plan established Preserved Petals / H&R reserves the right to dispose of the flowers with out notice after three months.** Returned checks for payments of any kind will be charged a fee of \$50.00. Preservation will be completed 20-24 weeks after the order is paid in full in most cases. Preserved Petals / H&R retains the right to extend this timetable if required. If preservation needs to be completed by a specific date, sooner than the normal 20-24 weeks, please alert Preserved Petals / H&R to the timetable in advance. Rush charges maybe required to meet this timetable and if required will be approved by the Client.

In order to facilitate the selection and pick-up processes Preserved Petals / H&R is pleased to offer these services by appointment either during regular shop hours or at other mutually acceptable times. Customers setting appointments outside regular shop hours are expected to come at their appointed time. The customer must advise Preserved Petals more than 24 hours in advance should it be necessary to cancel an appointment. **Failure to do so may result in the assessment of a fee up to \$25 at the discretion of Preserved Petals.**

3. Payment Plans

Payment plans must be established during the first 30 days after freezedry is complete. A payment plan setup fee will be charged and is payable with the first payment. A Late fee of \$5.00 per day will be billed to your account on payments that are made past the due date. More than two late payments will require the remaining balance be paid in full, at once. Payment plans may only be established with an existing credit card to be used for payments when due. **All keepsake orders are custom made to the design specifications chosen by the customer. For this reason, all orders must be paid in full prior to acceptance of the order by Preserved Petals / H&R. In no cases will any framing, matting, or encasement materials be ordered or design work started prior to payment in full. Delays in payment will result in delays in completion of the piece**

4. Delivery/Shipment of Completed Preservation

Please allow approximately 20 to 24 weeks for the completion of a keepsake order from the time that flowers are received into the shop. This processing time includes time for floral preservation, time for the customer order decision, time for ordering, construction, shipping, and preparation of the keepsake, and time for the design work. Design work is scheduled according to the date that the order was finalized by the customer. However, due to the variables involved in processing, Preserved Petals reserves the right to extend this time if needed. Once the preservation is complete it will be shipped (if shipping has been contracted for) by UPS ground to the address provided by the customer. The shipping charge includes labor & the cost of shipping materials. If shipping damage occurs the customer must contact us within 5 days of receipt. We will advise them of the next steps required. **It is the customer's responsibility to advise the company of address and phone number changes in written form, by mail. Preserved Petals / H&R assumes no liability for shipments made to old addresses due to lack of notification by the customer.** Re-shipments will be charged to the customer. The company assumes no liability for displays/preservation shipped by the customer. Keepsakes for local customers will be held at the Design Center for customer pickup. **We do not ship local orders.** The customer will be provided notice by phone. Pick-up is required with-in 30 days following this notification. Storage Fees of \$10 per month will be assessed each month thereafter until pick-up. **Preserved Petals / H&R will no longer be responsible for orders left over 120 Days following the initial notification of completion. These orders may be used as displays, disassembled and discarded, or destroyed.**

5. We want all our customers to love and cherish their preserved flowers.

Keepsake Workmanship and Materials on encasements supplied by Preserved Petals / H&R are guaranteed for 30 days from the time the piece is accepted by the customer. **The customer must notify us within 10 days of acceptance or delivery of the keepsake that they believe issues exist.** No guarantees can be made for floral quality as initial flower quality, age, and variety as well as care prior to acceptance for preservation by Preserved Petals / H&R greatly affect finished product. Please be aware that flowers size, color, and shape may be altered as a result of the preservation process. In general, reds deepen to burgundy and whites go to cream. **Color guarantees can not be made.**

Preserved Petals / H&R does not create stock arrangements and all keepsakes are custom built and designed for the customer and to their specifications. Preserved Petals / H&R will take all reasonable steps to adhere to customer design specifications but we reserve the right to adjust the design at our discretion as needed to best fit the keepsake chosen. Preserved Petals / H&R also will take all reasonable steps to assure customer satisfaction to include re-work or re-design of a completed keepsake as the flowers permit. **However, product refunds will not be given.**

Preserved Petals / H&R does not accept containers (shadowboxes, domes, etc) supplied by the customer. Preserved Petals / H&R reserves the right to refuse to use a customer furnished keepsake. In the unlikely event of accidental damage or botanical spoilage due to a power failure or other catastrophic event Preserved Petals / H&R will replace flowers at no cost to the customer. In the rare event that you are not happy we will do everything that we can to correct any concerns within the guides lines provided here. You must contact us within 10 days and provide details. We will provide instructions or options to solve your concerns and any costs to do so. The creation of your final display and flower preservation is a creative process and open to many interpretations and conditions. Per the above, once your preservation is completed any changes or alterations requested by you may create additional charges for labor, materials, and shipping. You will be responsible for these additional costs. **Due to the custom nature of your keepsake selection and the use of your flowers in the completion of the keepsake, all sales are final and no returns or refunds are provided for any reason.** The long-term condition of your preserved flowers is dependent on factors beyond our control. Preserved Petals / H&R is not responsible for and cannot repair flowers that have been infected by insects. The laws of Texas will govern this agreement and any dispute must be settled in Harris County. **No warranties either expressed or implied other than those stated above will be in force.**

ALL FLOWERS AND BOUQUETS ARE PROCESSED IN THE BEST WAY POSSIBLE TO INCLUDE DISASSEMBLY, COLOR PRE-TREAT, AND FLOWER SPECIFIC PRE-TREATS.

THE SIGNATURE BELOW AND/OR THE SUBMISSION OF FLOWERS FOR PROCESSING AND THE PAYMENT OF THE FREEZEDRY DEPOSIT INDICATES ACCEPTANCE OF THE CONDITIONS AND TERMS AS STATED ABOVE.

Signed _____

Date _____