

Anna Marie's Florist
Terms and Conditions
March 2021

GENERAL

By accessing or using any part of the site and/or purchasing a product from us and/or using our services, you agree to be bound by the below *Terms & Conditions* as well as any additional policies provided on this website.

The most current version of our *Terms & Conditions* can be viewed at any time on this page. We reserve the right to modify, change or update these *Terms & Conditions* from time to time. You are responsible for ensuring you are aware of any updates or amendments.

PERSONAL INFORMATION

We respect and protect the privacy of our users. We will collect, store, use and disclose any personal data provided by you in accordance to our *Privacy Policy*.

ORDERING

Orders can be placed online, over the phone by calling the shop at (423) 434-2500, or in person at the shop. We do not take orders via e-mail or text message. By placing an order, you are expressly agreeing to our *Terms & Conditions* and *Privacy Policy*.

Once an online order has been successfully placed, the sender will receive a confirmation email with the details of the order. It is the sender's responsibility to review the information in the email carefully, including the delivery address and recipient details to ensure all is correct. Sender should contact us immediately if any information is incorrect to ensure the order is processed correctly. We will not be held responsible for any errors made during the order entry process by the sender.

Same day delivery orders must be placed by 10:00 a.m. Same day instore pickup orders must be placed by 2:00 p.m. For more delivery details, please view the *Delivery & Pick-Up Conditions* section below.

By using our website, you agree that you are 18 years or older, and have a valid credit card, with full authority to use it, to submit an order for products or services through this site.

PRICING, PAYMENT & SALES TAX

All prices listed are in USD \$. All prices shown do not include applicable Delivery Fees or Tennessee State Sales Tax. We will automatically charge and withhold the applicable sales tax for all orders delivered in Tennessee.

Prices and delivery fees are subject to change without prior notice and may increase during peak seasons such as Valentine's Day and Mother's Day.

For all orders placed online, over the phone, or in store, we accept Visa, Mastercard, American Express, and Discover.

Wix provides us with the online e-commerce platform that allows us to sell our products to you. Your data is stored through Wix's data storage, databases and the general Wix application. Your data is stored on a secure server behind a firewall.

For events and contract payment terms, please refer to your *Event Contract*.

CANCELLATIONS

If a cancellation is necessary, sender must make a delivery cancellation 24 hours before it is set to go out for delivery. Cancellations can only be made by calling the shop. We do not accept email or text message cancellations.

Cancellations policy regarding events is detailed in your *Event Contract*.

PROMOTIONAL CODES & OTHER CREDITS

Promotional codes are non-transferrable and not redeemable for cash. Discounts are applied to the subtotal prior to Delivery Fees and applicable Tennessee Sales Tax. Promotional codes must be redeemed prior to the expiry date (if there is one). Any balance and/or discount remaining after the expiry date is forfeited.

Promotional codes may not be used in conjunction with any other promotional code or special being offered. Anna Marie's Florist Incorporated reserves the right to change or withhold use of these codes at any time.

DELIVERY & PICK-UP POLICY

Same day delivery orders must be placed BY 10:00 a.m. on the delivery day. Any delivery orders placed AFTER 10:00 a.m. will be available for delivery the following business day. All delivery orders placed on Saturday AFTER 10:00 a.m. will be delivered, at the earliest, Monday of the following week.

Same day instore pick-up orders must be placed by 2:00 p.m. on the pick-up day. Any pick-up orders placed AFTER 2:00 p.m. will be available for pick-up the following business day. All pick-up orders placed on Saturday AFTER 10:00 a.m. will be available, at the earliest, Monday of the following week.

For special requests, please call the shop and we will do our best to accommodate.

Deliveries take place between 10:00 a.m. to 4:00 p.m. Monday - Friday and 10:00 a.m. to 1:00 p.m. on Saturday. Extended delivery hours for peak times (Valentine's Day and Mother's Day) will be shared on our website or via our social media channels.

Deliveries are available to the Johnson City area and surrounding communities such as Gray, Piney Flats, Boones Creek, and Jonesborough. Delivery charges are calculated at checkout according to delivery address and distance from our shop. Delivery fees start at \$12.00 for a majority of the Johnson City area and deliveries to surrounding communities or beyond start at \$15.00 and increase correspondingly based on distance from our shop. For delivery to addresses that are not available at checkout, please give us a call to discuss individual delivery schedules and charges. **There is no fee for pick-up orders.**

If a specific delivery time is required, please contact us before placing your order to ensure we can accommodate your request. Additional charges may apply.

If no one is available to accept the delivery, delivery drivers will first contact the sender in an attempt to get a hold of the recipient and if unsuccessful, will contact the recipient directly. If our delivery driver determines it is possible (given outdoor temperature, time until collection, etc.) to leave the order in a safe place, s/he will seek approval to do so from sender or recipient. Sender and recipient understands that if they have approved leaving the order in a safe place, Anna Marie's Florist Incorporated is not responsible for any damages or detriment caused to the arrangement nor its shelf life. If delivery to the recipient or safe place is not possible, we will require a re-delivery and additional delivery charges will apply. A re-delivery will be scheduled when confirmed by either sender or recipient and for the earliest delivery date and time we have available.

SUBSTITUTION POLICY

All images shown on this site are for representation purposes only. Your selection when ordering reflects a style and color palette only, not a specific combination of blooms. All our flowers are selected fresh from market and due to seasonal availabilities, some flowers and plants may be substituted for a flower or plant of equal beauty, quality and price.

Flowers and plants are natural products and therefore may vary slightly in size and color to those pictured. Each bouquet or arrangement is made by hand and organic in nature, therefore no two orders will look the same.

By accepting these *Terms & Conditions* you accept that there may be variations between images on this site and the products delivered.

REFUND POLICY

Flowers and plants are by nature, perishable products. We take the utmost care to ensure that every order leaving our shop is in perfect condition. We cannot guarantee freshness or lifespan of items that have not been properly cared for. All quality claims must be made within 24 hours of pick-up or delivery. The original product must be presented in-person at the shop or detailed photos emailed to us at annamariesflorist@gmail.com. We will work with you on a fair resolution at our discretion.

If you received the wrong item, please contact us immediately and we will work with you on a fair resolution.

If you need to return a new and unused retail item or non-floral product (i.e. book, vase, candle, etc.), a refund to your original method of payment is offered within 10 days of purchase with a receipt.

FORCE MAJEURE

Anna Marie's Florist Incorporated shall not be liable for any failure to perform or delay to perform, if that failure or delay is due to circumstances that is unforeseeable and beyond our reasonable control; these circumstances to include but not be limited to accidents, extreme weather, flood, fire, traffic congestion, riot, terrorism, strikes - including acts of God, natural disasters or any change in laws or regulations ("Force Majeure Event").

INTELLECTUAL PROPERTY

All content on this site including the website design, photographs, images, text, video, graphics, illustrations, proposals, workshops and product design are the intellectual property of Anna

Marie's Florist Incorporated and our third-party creative partners / photographers, protected by U.S. and international copyright laws. You may not reproduce, modify, distribute, transmit, republish or display any of the content contained within this site without prior written consent and authorization from Anna Marie's Florist Incorporated.

All photographs on this site from third-parties credit the photographer where possible. If you have reason to believe your work is being used on this site without your permission, please contact us directly to resolve the issue.

This site is for personal and non-commercial use only. A single copy of images and/or content may be downloaded for personal use only as long as you agree not to remove any copyright, trademark or other proprietary notices from the materials downloaded. If shared to third-parties including your personal social media accounts you must acknowledge Anna Marie's Florist Incorporated and/or our third-party creative partners / photographers as the rightful owner and source of the material.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, orders, delivery information, product care, or availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information is inaccurate at any time without prior notice (including after you have submitted your order).

LIMITATION OF LIABILITY

You agree that, except as explicitly set forth herein, Anna Marie's Florist Incorporated, its directors, officers, employees, representatives, successors, licensors, and suppliers shall not be liable to you or any third party for any of the following types of damages related in any way to our relationship with you (including our products, services, or site content) or third-party materials or web sites: indirect, exemplary, special, incidental, punitive or consequential damages, or damages for loss of profits, revenue, data or use, incurred by you or any third party, whether in an action in contract or tort, related to our products or your access to, and use of, our sites or any other hyper-linked third party web site, even if we have been advised of, or are aware of, the possibility of such damages.

INDEMNITY

By using any one of our websites, you agree to indemnify and hold Anna Marie's Incorporated, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorney fees, made by any third party due to or arising out of your use of such website, including providing a link to another site or your violation of these *Terms & Conditions*.

SEVERABILITY

If any provision of the *Terms & Conditions* is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect and the invalid, void, or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by the law.

ENTIRE AGREEMENT

These *Terms & Conditions*, together with our *Privacy Policy*, *Delivery & Pick-Up Policy*, *Substitution Policy* and *Return Policy* and other rules and policies posted on the site, which are hereby incorporated as if set forth fully in these *Terms & Conditions*, constitute the entire agreement between you and Anna Marie's Florist Incorporated with respect to your use of and material available through the site, and they supersede all prior or contemporaneous communications and proposals between you and Anna Marie's Florist Incorporated with respect to this site. Any rights not expressly granted in these *Terms & Conditions* are reserved.

No joint venture, partnership, employment, or agency relationship exists between you and Anna Marie's Florist Incorporated as a result of these *Terms & Conditions* or your use of this site. The waiver by Anna Marie's Florist Incorporated of one breach or default under these *Terms & Conditions* shall not constitute the waiver of any subsequent or other breach or default.

APPLICABLE LAW

This site is created and controlled by Anna Marie's Florist Incorporated in the State of Tennessee, USA. Accordingly, the laws of the State of Tennessee will govern these disclaimers, terms, and conditions, without giving effect to any principles of conflicts of laws. We reserve the right to make changes to our site and these disclaimers, terms, and conditions at any time.