

Pemberton's Greenhouses Online Store: Terms and Conditions

Effective Date: 1/1/2025

Welcome to Pemberton's Greenhouses LLC ("we," "us," or "our"). These Terms and Conditions ("Terms") govern your use of our online store located at PembertonsGreenhouses.com (the "Site"). By accessing or using the Site, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use the Site.

Website Owner

The Site is owned and operated by Pemberton's Greenhouses LLC, a company registered in Kentucky, U.S.A.

The Offering and Binding of Terms

The Site provides an online platform for customers to browse and purchase plants, gardening supplies, and related products (the "Offerings"). By using the Site, you agree to comply with these Terms, which constitute a legally binding agreement between you and Pemberton's Greenhouses LLC.

Who Can Use the Website

The Site is intended for users who are at least 18 years old and reside in the United States. By using the Site, you represent and warrant that you meet these eligibility requirements.

Account Requirements

To create an account, you must provide accurate and complete information, including your name, email address, and a secure password. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

Key Commercial Terms

- **Pricing:** All prices are listed in U.S. dollars and are subject to change without notice.
- **Payment:** We accept Credit Cards, ApplePay, and GooglePay. Payment is due at the time of purchase.
- **Shipping:** Products will be delivered to the address provided during checkout. Delivery costs times are outlined on the Site.

Return and Refund Policy

All sales are final. We do not accept returns or offer refunds unless a product is defective or damaged upon arrival. In such cases, please contact us within 48 hours of receiving the item to request a replacement or refund.

Retention of Right to Change Offerings

We reserve the right to modify, suspend, or discontinue any product, service, or feature offered on the Site at any time without prior notice.

Warranties & Responsibility for Services and Products

We strive to provide high-quality products and services. However, all products are sold "as is" without any warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

Ownership of Intellectual Property, Copyrights, and Logos

All content on the Site, including text, graphics, logos, images, and software, is the property of Pemberton's Greenhouses LLC or its licensors and is protected by U.S. and international copyright laws. You may not use, reproduce, or distribute any content without our prior written permission.

Right to Suspend or Cancel User Account

We reserve the right to suspend or cancel your account at any time for violations of these Terms or for any other reason at our sole discretion.

Indemnification

You agree to indemnify and hold harmless Pemberton's Greenhouses LLC, its affiliates, and their respective officers, directors, employees, and agents from any claims, damages, or expenses arising out of your use of the Site or violation of these Terms.

Limitation of Liability

To the fullest extent permitted by law, Pemberton's Greenhouses LLC shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of your use of the Site or the Offerings.

Right to Change and Modify Terms

We reserve the right to update or modify these Terms at any time. Any changes will be posted on this page with an updated effective date. Your continued use of the Site after such changes constitutes your acceptance of the revised Terms.

Promotional Emails and Content

By creating an account, you may receive promotional emails and content from us. You can opt out of these communications at any time by following the unsubscribe link in the email.

Preference of Law and Dispute Resolution

These Terms are governed by the laws of the State of Kentucky, U.S.A., without regard to its conflict of law principles. Any disputes arising out of these Terms or your use of the Site shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

Customer Support Details & Contact Info

For questions or concerns, please contact us at:

Pemberton's Greenhouses LLC
pembertons@pembertonsgreenhouses.com
859-254-6552
555 Keller Ct.
Lexington, KY 40511

By using the Site, you acknowledge that you have read, understood, and agree to these Terms and Conditions.

Thank you for choosing Pemberton's Greenhouses!