

Terms and Conditions of all Sale Transactions

Effective June 1st, 2009 the following terms and conditions apply to all orders. When you place your order, the customer (you) acknowledges that you have read, understand and unconditionally agree to the following terms and conditions:

I. Live Butterfly Guarantee:

Butterfly Releases by S (hereinafter BRS) guarantees that you will receive live and healthy butterflies for your event. As a precaution and good customer service, BRS always includes at least one extra butterfly with every order. In the event that more than the extra butterfly (or butterflies) supplied should arrive expired, BRS will give a pro-rated refund per butterfly as long as the expired butterflies are returned to BRS postmarked within five business days of your event. Please mail the deceased butterflies via First Class Mail to: Butterfly Releases by S, 3800 SW 34th St Unit Z-251, Gainesville, FL 32608. Under no circumstance will a refund be issued unless the expired butterflies are physically returned back to BRS at the aforementioned address within the specified time. No refund will be provided for the extra butterfly (butterflies) that will be included with every order.

II. Arrival Guarantees:

Subject to the following exceptions, BRS guarantees that the butterflies will arrive in time for your event.

A. Circumstances beyond reasonable control

Circumstances beyond reasonable control, defined as “any natural disaster, approaching hurricane, acts of terrorism, airport terminal closures, road closures” and so forth in which neither the carrier, consumer or BRS have any control. If these unforeseen circumstances prevent or delay the delivery of your butterflies in time for your event, you agree not to hold BRS responsible for the late order and you understand that a refund will not be issued for such an order. Please note that shipping insurance cannot be purchased as the shipping companies will not insure the transit of live animals or any perishable goods. This is the shipping companies’ policy. Furthermore, the shipping companies do not issue refunds on the shipping costs when the delay is due to circumstances beyond their control.

B. Customer Error

If the customer provides BRS with an incorrect or incomplete address or no one is at the address to receive the order, then BRS will accept no responsibility for the order. Accordingly, no refund will be issued for the butterflies or shipping costs. BRS highly recommends ensuring someone be home to receive the butterflies at time of delivery. If this is not possible, notify BRS well in advance of the shipping date to change the shipping address to another address.

C. Carrier Error

If the package does not arrive in time for the event or in good condition due to carrier errors, BRS will only refund the shipping costs for that order. BRS urges you to contact us immediately upon delivery concerning any carrier errors.

D. Events occurring on Monday or Tuesday

If your release is to occur on one of these days, please carefully read and understand the following.

Monday events: We do not recommend releases for Monday events. In the event that you want the butterflies for a Monday release, the butterflies would need to be shipped out Saturday for a Monday delivery. This would leave the butterflies in a hot warehouse for more than 36 hours which is not recommended. If you choose a Monday delivery, we cannot guarantee the timely arrival or vitality of these butterflies. Accordingly, no refund will be issued for the butterflies or shipping costs.

Tuesday events: Orders will have to be shipped out Monday for an early AM delivery on Tuesday. This delivery option may be acceptable depending on the time of the desired release. FedEx only offers Early AM next-day delivery to certain locations. BRS will accept no liability for any delivery delays for Tuesday events. Accordingly, no refund will be issued for the butterflies or shipping costs.

It is the practice of BRS to ship the butterflies to arrive the day before the event. This gives BRS time to try to resolve any problems prior to your event.

III. Weather Guarantee and Cancellations:

BRS allows for weather related cancellations under certain conditions. The cancellation must be made at least four calendar days prior to your event. For example, if the event is on a Saturday, the cancellation must be made by Tuesday 5pm, EST. Cancellations must be made by both email info@butterflyreleasesbys.com and by phone at 954-703-0196. Weather conditions will be verified by BRS. If weather conditions are indeed unfavorable, BRS will issue a refund less a \$35.00 processing fee. Cancellation requests received with less than four calendar days notice will not be accepted. BRS will not be responsible should the customer choose not to cancel the order due to weather conditions or fails to check on weather conditions. Accordingly, no refund will be issued for the butterflies or shipping costs.

IV. Non-Weather Cancellations:

For cancellations made at least 14 calendar days in advance of the event date, BRS will issue a refund less a \$35 processing fee. No order may be cancelled within 14 calendar days of the event except for the aforementioned weather related issues.

V. Other Issues Pertaining to Orders:

Customer must contact BRS within five business days of the event to report any errors with the order (receiving the wrong packaging or the wrong butterflies, etc). An email or written letter is required. Please remember that if the customer contacts BRS immediately upon receipt of the order and informs BRS of any problem, BRS will make every reasonable effort to correct the issue.

VII. Refunds:

Credits, refunds or adjustments (in accordance with the above terms and conditions) will generally be issued within 10 business days.

VIII. Butterfly Releases by S reserves the right to refuse or cancel any order.

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Please view our [Terms of Sale](#) for any details. Phone: 954-703-0196