

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of <https://www.applacres.net> (the "Site"). This Site is owned and operated by Applacres, inc. Orchard & Retail Store. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site is the property of Applacres, inc. Orchard & Retail Store and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to

take any legal steps necessary to prevent you from accessing our Site.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Sale of Goods And Services

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- Fresh Produce: Orchard grown fruit (apples) & vegetables;
- Amish foods;
- Hoosier foods prepared by small family businesses;
- Freshly Squeezed Apple & Apple-Cherry Cider;
- Fresh Hand Dipped Caramel Apples;
- Specialty Coffees and Mixes;
- Old Fashioned Candies & Nuts;
- Canned and frozen foods; and

- A wide variety of food items.

The following services are available on our Site:

- Delivery of Items from the Applacres Orchard & Retail Store;
- Custom Made Gift Baskets During Holiday Months; and
- Various Services Classified as "Other".

The services will be paid for in full when Items Ordered are Ordered or Ready to Ship.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Payments

We accept the following payment methods on our Site:

- Credit Card;
- PayPal;
- Debit;
- Direct Debit; and

- Cash, Certified Check, & Personal Check.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Shipping and Delivery

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- USPS;
- FedEx;
- DHL; or
- UPS.

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and statutory holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

Refunds

Refunds for Goods

Refund requests must be made within 30 days after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

- Good is broken; or
- Good does not meet the purchaser's expectations.

Refunds do not apply to the following goods:

- Depends Upon the Item Ordered.

Refunds for Services

All services sold on our Site are non-refundable.

Returns

Returns can be made in person at the following location(s): Applacres Orchard & Retail Store
9104 IN-37
Bedford, IN 47421.

Returns can be made by mail. To return a good by mail, follow the following procedure:

They must box it up and mail to:
Applacres Orchard & Retail Store
9104 IN-37
Bedford, IN 47421.

Consumer Protection Law

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party

websites before using these sites.

Limitation of Liability

Applacres, inc. Orchard & Retail Store and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Applacres, inc. Orchard & Retail Store and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of Indiana.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and Applacres, inc. Orchard & Retail Store are unable to resolve any dispute through informal discussion, then you and Applacres, inc. Orchard & Retail Store agree to submit the issue before a mediator. The decision of the mediator will not be binding. Any mediator must be a neutral party acceptable to both you and Applacres, inc. Orchard & Retail Store. The costs of any mediation will be paid by the unsuccessful party.

Notwithstanding any other provision in these Terms and Conditions, you and Applacres, inc. Orchard & Retail Store agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with

the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

(812) 279-9721

applacresinc@gmail.com

Applacres Orchard & Retail Store 9104 IN-37 Bedford, IN 47421

You can also contact us through the feedback form available on our Site.

Effective Date: _____ day of _____, _____