

General Terms and Conditions

GENERAL TERMS AND CONDITIONS - SKF IMPORT, INC.

By purchasing goods from <http://www.flowerboxdirect.com>, telephone order, or email order in the United States of America you are entering a legally binding agreement with SKF Import Inc. ("SKF") d/b/a Florius on the following terms. You should read and understand these terms because they affect your rights and liabilities.

About These Terms and Conditions

In these terms and conditions, "we" and "us" means SKF Import, Inc., and "you" means you, the customer. These terms and conditions together with your Order Confirmation constitute the contract between us and you for the supply of flowers. No other terms and conditions shall apply. The Contract cannot be varied unless we agree to vary it in writing or by email.

✓ 1. BASIS OF THE SALE

1.1. An agreement to sell you flowers is made on these terms when we accept an order made by you via our Web Site, Telephone, Email or Fax. The description of the flowers, the price, insurance and delivery costs are set out in the order page. We will confirm acceptance of your order on-screen and or via an e-mail confirmation in PDF form.

1.2. Any varying provisions must be expressly agreed in writing and will be deemed to supplement and not to replace these General Terms and Conditions.

1.3. We reserve the right to make changes to this Web Site and these terms at any time without prior notice. Your use of this website following any such change constitutes your agreement to follow and be bound by these General Terms and Conditions as changed. Therefore, we recommend you to review these General Terms and Conditions whenever you use our Web Site.

1.4. Unless otherwise agreed in writing, the general or specific conditions or stipulation by third parties will not be acknowledged by our company.

1.5. The quantity, quality and description of the flowers will be those set out in your order (if accepted by us)

1.6. SKF Import, Inc. is a flower import company and the flowers, which can be ordered via our Web Site, are only available for delivery to you if you are a business engaged in the buying and selling flowers. We do not sell to consumers.

1.7. We reserve the right to refuse service, decline or cancel orders, terminate accounts, and remove or edit content at our sole discretion. Orders may need additional verification or information prior to acceptance.

✓ 2. PLACE YOUR ORDER

2.1 To place an order, you must be at least 18 years of age and be accessible by phone or email.

2.2 Before you can place an order, you must first comply with our credit application subject to approval.

2.3 Upon approval, we will provide you your unique username and password for our webshop, <http://www.flowerboxdirect.com>. In any case that your credit application is not approved, we will notify you by email or by telephone.

2.4 When you have placed your order, a "Pro Forma Invoice or Order Confirmation" will be automatically generated and will be sent by email provided you have indicated an e-mail address on your "credit application form".

2.5 Whilst we will make every effort to supply you with the Varieties listed on the "Order Confirmation", there may be instances wherein we cannot supply them because, for example; (i) the flowers encounter quality issues after the order confirmation but before shipping day; (2) the flowers were held by customs; (3) fortuitous events making the delivery impossible to fulfil.

✓ 3. PRICE OF THE GOODS

3.1. Prices are in US Currency, unless another currency is stated in the invoice.

3.2. All prices are unless otherwise stated notes as "Delivery Duty Paid Miami" according to standards set out by the International Chamber of Commerce Incoterms 2010.

3.3. All prices are to be determined by SKF.

3.4. The agreed price may not be varied without the buyer's prior consent.

3.5. All prices are exclusive of any sales tax.

3.6. All prices on website are subject to typographical errors. For the consequences of typing errors, no liability is accepted.

✓ 4. PAYMENT TERMS

4.1. Full pre-payment when ordering unless credit arrangements have been made. Payment must be made at SKF's option: a. from your

prepaid deposit or b. by wire or check

4.2 The buyer may not deduct any amounts from the purchase price to be paid on the grounds of an alleged claim.

✓ 5. DELIVERY

5.1. The goods will be delivered to the address specified for delivery in your order. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with agreed delivery instructions. Title and ownership are passed to the buyer when the flowers are delivered to the designated carrier. SKF accepts no liability for damage in transit.

5.2. The date of delivery noted is subject to logistic factors and therefore noted as expected

date of delivery. Delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, we aim to contact you to advise you that the delivery date will have to be extended.

5.3. SKF must deliver the agreed quantity, unless an event of force majeure necessitates a reduction in the quantity.

5.4. SKF will not be liable for any loss incurred by the buyer as a result of non-delivery.

5.5. The products will be packaged in the manner that is customary in the flower and plant wholesale trade in such a way as will be determined by SKF in accordance with sound business practice, unless otherwise agreed.

5.6. Means of transshipment and shipment will be agreed between SKF and buyer and must be carried out efficiently.

5.7. An approval period is not applicable, because fresh flowers are perishable.

✓ 6. RETURN POLICY

6.1. All flowers must be inspected upon arrival.

6.2. Any quality problems must be reported with pictures via email within 24 hours from the original receipt of the merchandise in question.

6.3. The recipient should keep the products in appropriate climate environment until pick-up.

6.4. Return in original packaging.

6.5. Once we receive the pictures and a brief description of your request (please include your pro forma invoice number), we will investigate your claim and determine the validity and the value of the credit. We reserve the right to deem products shown on the pictures satisfactory and decline the issuance of any credit.

6.6. Refunds granted will be issued for the purchase price of the product only and will be credited to the customer's account.

✓ 7. LIABILITY / QUALITY / COMPLAINTS

7.1. We aim to provide high quality flowers to our customers.

7.2. The availability, price and colour of flowers may vary according to seasonal and market availability. In the event of supply difficulties we will inform buyer.

7.3. The products to be transported must furthermore meet the phytosanitary state requirements that apply to the flower nursery products in question. Any defects in this respect will not entitle the buyer to damages or give it the right to terminate the agreement, unless the buyer has informed SKF of any special phytosanitary requirements prior to or at the date of the conclusion of the agreement.

7.4. We shall not be liable to you in connection with any contract, in tort (including negligence), contract or otherwise for any loss of profit, anticipated savings or data that your business may suffer.

7.5. Complaints concerning visible defects in flowers delivered must be notified to SKF by email or telephone immediately after discovery but at latest within 24 hours of receipt.

7.6. Complaints in respect of a part of the products delivered will not entitle the buyer to reject the entire delivery.

7.7. Once the time limits referred to above have elapsed, SKF will no longer be obliged to handle any claims submitted by the buyer.

7.8. The liability of SKF for any loss incurred by the buyer will not exceed the invoice value of the flowers delivered to which the claim applies.

7.9. Unless otherwise expressly stated, the products delivered are intended exclusively for decorative purposes and are not suitable for internal consumption. SKF notes that the products may have harmful effects on humans and / or animals in the event of incorrect use, consumption, contact and/or hypersensitivity. The buyer must pass on this warning to its customers and indemnifies SKF against any and all claims from third parties, including end users, in respect of these consequences.

7.10. You agree that under no circumstances shall SKF Import INC, or any of its officers, associates, employees, representatives, designers, contractors, distributors, merchants, sponsors, successors, agents, or third-party content-providers, be liable for any direct, indirect, incidental, special, or consequential losses or damages related to products sold, content, services, or the use, or inability to use, of our website. You expressly agree that this limitation of liability is comprehensive and applies to damages of all kind, including but not limited to,

general, special, exemplary, direct, indirect, compensatory, consequential, punitive, incidental, or otherwise, damages for loss of business profits, income, revenues, data and use, information, or any other pecuniary loss, arising of the use of your access to, and use of the information made available on our Web Site.

7.11. If applicable law does not allow the limitation of liability set forth above and this limitation of liability does not apply to you, or if it is found to be invalid or unenforceable for any reason, then the aggregate liability of SKF Import Inc. shall not exceed one hundred dollars (\$100).

▼ 8. OFFERS / AGREEMENT

8.1. All offers made shall not bind SKF, unless they specify a time limit. If an offer

is accepted by the buyer, SKF may revoke the offer within two working days of receipt of acceptance.

8.2. An agreement will be concluded at the moment of express acceptance of the order by SKF. Orders are accepted at our sole discretion but are normally accepted if the goods are available, the order reflects current pricing and you are based as a one of our preferred buyers.

8.3. Special offers do not apply automatically to repeat orders.

8.4. We cannot be held to our offer in case the customer should have understood that the offer, or a part thereof, contained an obvious mistake or error.

8.5. We aim to give you a clear idea of the nature of the flowers. However, you appreciate that there are inevitably slight variations in size, shape and colour between different specimens. Illustrations, descriptions other information as to particular flowers are approximate and for guidance only. We may in our sole discretion from time to time vary the nature of the products from that advertised without notice to you, so long as these variations are not material alterations.

▼ 9. CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL

9.1. We will make effort to perform our obligations under the Agreement. However, we cannot be held responsible for delays or failure to perform if such delay or failure is caused by any circumstances beyond our reasonable control. In these events, after consultation with the buyer, SKF may rescind the agreement, or postpone delivery until such time as the event has ceased to exist.

9.2. For the purpose of these General Terms and Conditions, "circumstances beyond our reasonable control" means any circumstance beyond SKF's direct control, as a result of which it can no longer reasonably be required to perform the agreement, such as force majeure (war, war risk, strikes, fire, extreme weather conditions, ash clouds), government measures, delay / default by supplier; failures in the Internet, electricity, email traffic, technology supplied by third parties; defects regarding transport means.

▼ 10. GOVERNING LAW AND JURISDICTION

10.1. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within Federal United States law and Florida state law.

▼ 11. COPYRIGHT

11.1. All of the written, photographic, design and other content of the Web Site together with the selection and arrangement of it and all software compilations are our copyrighted property or that of the people who have granted to us the right to use it and is protected as such. All rights reserved.

11.2. You may view, download, electronically copy and print hard copy portions of this site for the sole purpose of placing an order with SKF or only for your own non-commercial use as permitted by the fair use privilege U.S. copyright laws.

11.3. None of this material may be used without our written permission. You may

download or print a single copy for your own non-commercial off-line viewing.

11.4. All names, logos, slogans, or other phrases may be a trade mark of ours or another person or corporation. Any unauthorised use of a trade mark is unlawful.

▼ 12. GENERAL

12.1. Emails to you will be sent to the address you specify to us. It is important that you give us an accurate and valid e-mail address and contact telephone number and tell us of any changes to them.

12.2. If you wish to complain about any aspect of our service, please email us immediately.

▼ 13. PRIVACY

13.1. SKF Import Inc. is committed to protecting your privacy. We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required to do so by law.

▼ 14. INDEMNITY

14.1. You agree to indemnify and hold SKF Import Inc. and any of its officers, associates, employees, representatives, designers, contractors, distributors, merchants, sponsors, successors, agents, or third-party content-providers harmless from any and all liability, claims, loss or demand, including without limitation reasonable attorneys' fees and expenses, resulting from your use of our Web Site in violation or breach of these terms and conditions.

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