

## **GENERAL TERMS AND CONDITIONS (FLORIUS INTERNATIONAL FZCO)**

By purchasing goods or placing orders via our [web shop](#), telephone, or email, you are entering a legally binding agreement with Florius International FZCO on the following terms.

Important: You should read and understand these terms because they affect your rights and liabilities as our customer.

### **About the Terms and Conditions**

In the following terms and conditions, the collective “we” refers to Florius International FZCO, whereas “us” pertains to you, the customer. These terms and conditions together with your order confirmation constitutes the contract between both parties for the supply of flowers. No other terms and conditions shall apply. The contract is non-variable, unless otherwise agreed upon by both parties.

### **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 Shop, Telephone, or Email. The description of the flowers, price, and delivery terms are set out and provided 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 necessary to supplement and not to replace these General Terms and Conditions.

1.3. We reserve the right to make changes to our website and these terms and conditions 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 review these General Terms and Conditions whenever you use our website.

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 (once confirmed).

1.6. Florius International FZCO is a company, where the flowers can be ordered via our web shop, phone, or email, and only available for delivery to you if you are a business engaged in the buying and selling of flowers. Take note that we do not cater to individual 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. ORDER PLACEMENT**

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

2.2. We will provide you your unique username and password to access our [web shop](#).

2.3. When you place an order, an “Order Reservation” will be automatically generated and will be sent to you via email if you have indicated an e-mail address on your Credit Application form.

2.4. Whilst we will make every effort to supply you with the varieties listed on the “Order Reservation”, there may be instances where we cannot fulfill them due to one or all the following reasons: (1) the flowers encounter quality issues after the order reservation but before shipping day; (2) the flowers were held by customs; (3) fortuitous events making the delivery impossible to fulfill.

2.5. A final Order Confirmation will be sent to you via email two (2) days prior to your order’s scheduled shipping date.

### **3. PRICE OF THE GOODS**

- 3.1. Prices are defaulted in EU Currency (EUR), unless otherwise another currency is stated in the invoice.
- 3.2. All prices stated in the invoice reflects the agreed upon incoterms, unless otherwise noted. This is in accordance to standards set out by the International Chamber of Commerce Incoterms 2010.
- 3.3. All prices are to be determined by Florius International FZCO
- 3.4. The agreed price upon order placement may not be varied without the buyer's prior consent.
- 3.5. All prices listed are exclusive of any sales tax, if applicable.
- 3.6. All prices on the web shop 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 or arranged. Payments must be made with either of the following options: 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 the delivery of your order. We do not 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. Florius International FZCO accepts no liability for any damages incurred during 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. In the event where any delivery is delayed due to any reasons beyond our reasonable control, we aim to contact you to advise you that the expected delivery date will have to be extended.
- 5.3. Florius International FZCO must deliver the agreed quantity, unless an event of force majeure necessitates a reduction in the quantity.
- 5.4. Florius International FZCO will not be liable for any loss incurred by the buyer because 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 Florius International FZCO in accordance with sound business practice, unless otherwise agreed.
- 5.6. Means of transshipment will be agreed between Florius International FZCO and the buyer and must be carried out efficiently.
- 5.7. Any form of approval period / trial is not applicable because fresh flowers are perishable.

#### **6. CLAIM POLICY**

- 6.1. All flowers must be inspected by the customer upon delivery.
- 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 and temperature (0-2°C) until pick-up, based on Florius' *Standard Operating Procedures for Box Transport & Handling*.
- 6.4. Return the affected product/s in their original packaging, if advised by us.
- 6.5. Once we receive the pictures and a brief description of your claim request (please include 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.

6.7. To see our complete Product Claim Policy and Procedures please click [this link](#).

## **7. LIABILITY, QUALITY, AND COMPLAINTS**

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

7.2. The availability, price, and color of the flowers may vary according to seasonal and market availability. In the event of supply difficulties, we will inform the 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 Florius 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 about 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 Florius International FZCO by email or telephone immediately after discovery but must be completed 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 limit of 24 hours upon receipt have elapsed, Florius International FZCO will no longer be obliged to handle any claims submitted by the buyer.

7.8. The liability of Florius International FZCO 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. Florius International FZCO 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 Florius International FZCO against all claims from third parties, including end users, in respect of these consequences.

7.10. You agree that under no circumstances shall Florius International FZCO, 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 the inability to use 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 website.

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 Florius International FZCO shall not exceed one hundred dollars (\$100).

## **8. OFFERS / AGREEMENT**

8.1. All offers made shall not bind Florius, unless they specify a time limit. If an offer is accepted by the buyer, Florius International FZCO 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 Florius International FZCO. 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 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 color between different specimens. Illustrations, descriptions, and other information pertaining to the flowers are approximate and for guidance only. We may, in our sole discretion, may vary the nature of the products from that of the 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 all efforts 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, Florius International FZCO may rescind the agreement, or postpone delivery until 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 Florius International FZCO’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 the jurisdiction of the United Arab Emirates.

## **11. COPYRIGHT**

11.1. All written, photographic, design, and other content on our website 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 Florius International FZCO or only for your own non-commercial use as permitted by the fair use privilege international 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 offline viewing.

11.4. All names, logos, slogans, or other phrases may be a trademark of ours or another person or corporation. Any unauthorized use of a trademark 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 inform 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. Florius International FZCO 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 Florius International FZCO and any of its officers, associates, employees, representatives, designers, contractors, distributors, merchants, sponsors, successors, agents,

or third-party content-providers harmless from any liability, claims, loss or demand, including without limitation reasonable attorneys' fees and expenses, resulting from your use of our website in violation or breach of these terms and conditions.

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