

## GENERAL TERMS AND CONDITIONS

By purchasing goods or placing orders via our [web shop](#) (online ordering system), telephone, or email in the United States of America, you are entering a legally binding agreement with SKF Import Inc. d/b/a Florius ("Florius") 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 SKF Import Inc. 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.

In addition, certain terminologies and wordings found in this document are defined as follows:

**Credit Application** – refers to the process of applying for a credit review / evaluation. May also refer to the completion of the Credit Application form.

**Designated Carrier** – refers to the preferred logistics / trucking company partner of a customer.

**E-Wallet** – refers to a customer's electronic wallet with Florius. These funds are available for use **only** with our web shop (Flower Box). E-wallet balance may be withdrawn upon request by the customer. All e-wallet balance withdrawals will be transferred to the customer's desired bank account.

**Force Majeure** – refers to any unforeseeable circumstances that prevents the fulfillment of a contract / agreement due to circumstances beyond the control of the parties; in most cases this refers particularly to delayed and/or non-delivered orders caused by war, bad weather conditions, strike, riot, shipment offload, custom delays, etc.

**Incident Report** – refers to the statement in writing made by a customer / company detailing relevant information regarding a claim request and/or issues experienced with an order / incident.

**Order Page** – refers to an online page found in the web shop of Florius detailing important product, delivery, and payment information of an order.

**Order Reservation** – refers to a PDF file that the customer will receive upon placing an order via our web shop. The Order Reservation file **does not** reflect the final list of boxes to be shipped.

**Order Confirmation** – refers to a PDF file that the customer receives usually 2-3 days prior the actual flight day of their order. The Order Confirmation reflects the **final / confirmed** list of boxes that will be shipped.

**On-screen** – refers to the digital screen where a customer views our web shop.

**Pre-Payment** – refers to payment transfers made by the customer that were made prior any order placement.

**Purchase Price** – refers to the deal price during order placement. Prices provided via our web shop, email, and other forms of communication may vary from the time of ordering. Any changes that will be made will be communicated with each respective customer.

**Transshipment** – is the shipment of goods or containers to an intermediate destination, then to yet another destination. In particular, this refers to the transfer of boxes in-transit from airplane to each customer's respective trucking route.

**Web Shop** – refers to our online ordering system / platform. Relatively known as Flower Box.

## **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.

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 and description of the flowers will be those set out in our order confirmation.

1.6. SKF Import Inc. is a flower importing 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. NON-CREDIT CARD ORDER PLACEMENT**

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

2.1.2. Before you can place an order, you must first comply with our credit application process. The said credit application is subject for review and approval.

2.1.3. We will either notify you via email or by telephone regarding the status of your credit application. Upon approval, we will provide you your unique username and password to access our [web shop](#).

2.1.4. When you place an order in our web shop, 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.

2.1.5 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) force majeure or fortuitous events making the delivery impossible to fulfill. All changes to be made are in direct consideration to the “perishable nature” of the flowers.

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

## 2.2. CREDIT CARD ORDER PLACEMENT

2.2.1 All orders to be paid by credit card must only be placed via our web shop.

2.2.2. Similar to non-credit card orders, an “Order Reservation” file will be automatically generated and will be sent to the customer’s registered email address.

2.2.3. 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) force majeure or fortuitous events making the delivery impossible to fulfill. All changes to be made are in direct consideration to the “perishable nature” of the flowers.

2.2.4. Similar to non-credit card orders, a final Order Confirmation will be sent to you via email two (2) days prior to your order’s scheduled shipping date.

2.2.5. Any disputes and/or complaints related to credit card payments should only be communicated with Florius’ finance department via email at [sales@floriusflowers.com](mailto:sales@floriusflowers.com) or via phone at +1 (305) 767-2065.

2.2.6. Any disputes and/or complaints that are directly made via the customer’s credit card company will be considered invalid and will hold the customer accountable to pay **500.00 USD** penalty fee to cover for administrative costs.

## 3. PRICE OF THE GOODS

3.1. Prices are defaulted in US Currency (USD), unless otherwise another currency is stated in the invoice.

3.2. All prices state as “Delivery Duty Paid Miami, New York, Los Angeles, Chicago”, 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.

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, Florius will not be liable. Florius will correct the error as soon as detected and will immediately inform customers.

#### **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 Florius’ options: A. from your prepaid deposit / B. by wire or check. / C. credit card payments.

4.2 The buyer cannot 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 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 must deliver the agreed quantity, unless an event of force majeure necessitates a reduction in the quantity or cancellation of the order.

5.4. Florius 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 in accordance with sound business practice, unless otherwise agreed.

5.6. Means of transshipment will be agreed between Florius and the buyer and must be carried out efficiently.

5.7. Any form of trial period 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 product in question.
- 6.3. The recipient should keep the products in appropriate climate environment and temperature between 0-2°celsius 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 decline the issuance of any credit. For complete procedures on how to claim see section 7 of this Terms and Conditions.
- 6.6. Claims granted will be issued for the purchase price of the product only and will be credited to the customer's account.

## 7. PRODUCT CLAIM PROCEDURES

Florius is well regarded for its excellent product quality. However, despite of our utmost effort to provide the best quality and maintain the highest quality control standards possible, occasional problems may still arise due to the perishable nature of our flowers. Florius attempts to honor claims whenever possible. However, to be able to do this, we must require that our customers follow our guidelines as follows:

- 7.1. Immediately inspect all products delivered upon arrival.

If any problem or quality related issues are discovered upon arrival, we kindly request for an immediate incident report to be sent to us which should include all the following details:

- A. Invoice / Order Number
- B. Date Received in Distribution Location
- C. Varieties, Grade, and Quantity affected (in stems and/or bunches and/or boxes)
- D. We require a digital photo to be included in the report to support your claim. We will also use the submitted photo to conduct future investigations and assessments regarding the issue.
  - Photo must clearly show the visible damage.
  - Photo must clearly show the label / sticker of the box including the box number.

Correctly determining the cause of the problem will allow us to ensure that the quality of our future shipments will meet or exceed our set standards.

All the above information requested will allow us to provide a quicker and more efficient service. Please be advised that we cannot honor your request for claim if any of the above information is missing.

You may send all requested information via email at [sales@floriusflowers.com](mailto:sales@floriusflowers.com). You may also send us the requested information by using the attached **Credit & Claims Request Form**.

7.2. Your claim will be investigated within 48 hours upon receipt of the Incident Report, including all required information.

- Once your request for claim has been approved, a credit memo will be processed and will be mailed to you.
- If in case your credit request is denied, we will notify you via email within 5 working days.

7.3. Kindly inform us immediately if you do not receive within 5 working days either the **Credit Memo** or the **Denial Notice**.

We advise that you don't deduct the claim from any payment that is yet to be made.

7.4. Amount issued for credits and claims will only be equal to the amount stated in the invoice. All claim requests must be sent within 24 hours upon receipt at the destination.

## 8. REFUNDS

Any refund request is applicable only to prepaid and/or credit card payments. All refund requests are subject to evaluation and approval by Florius.

### 8.1. CREDIT CARD RETURNS AND REFUNDS POLICY

Florius reserves the right to issue refunds based on the management's discretion. Due to the perishable nature of Florius' products, it is of utmost importance that any issue and/or refund request gets conveyed to Florius within the following time windows:

**After confirmation but before delivery** – within 12 hours after the order confirmation is sent.

**After order delivery** - 1 day upon receipt of the boxes in the final destination; only for quality related issues and/or if it falls upon the conditions set in section 8.1.3.1 of this document.

Failure to comply to the suggested time windows can be used as basis to reject the return / refund request of a customer.

After receiving a report and/or return / refund request from a customer, Florius and its management will conduct further evaluation and analysis with regards to the subject matter based on the following instances:

#### 8.1.1. Cancellation of orders before delivery and confirmation

For instances where orders are to be cancelled before delivery and before the order confirmation, it is mandatory that the customer sends us a 3-day advanced notice prior to the order's scheduled flight date.

For cancelled order/s, the total amount of the order/s can either be added back to the customer's e-wallet balance or credited back to the customer's bank account (Debit / Credit Card).

The customer's e-wallet balance functions similar to a prepaid payment. The customer may use his / her e-wallet balance to complete purchases done within Florius' web shop.

#### **8.1.2. Cancellation of order before delivery but after confirmation**

For instances where order/s are to be cancelled before delivery but after the order confirmation, the customer is only given a 12-hour time window from the time of sending the order confirmation file to request for a refund.

If a refund request made within the 12-hour time window gets approved, the total amount of the order/s can either be added back to the customer's e-wallet balance or credited back to the customer's bank account (Debit / Credit Card). It is important to note that any refund request/s made beyond the 12-hour time window will not be refunded.

The customer's e-wallet balance functions similar to a prepaid payment. The customer may use his / her e-wallet balance to complete purchases done within Florius' web shop.

The customer will be responsible for any transaction fees (3% of the order's total value as transaction fee) and/or other bank charges that may occur as part of the refund process for partial refunds.

#### **8.1.3. Cancellation of order after shipment departure**

For instances where order/s are cancelled after their scheduled departure, refunds may or may not be given in based on the following.

##### **8.1.3.1 Order/s will be refunded only for the following:**

- Incorrect product has been delivered.

Only the incorrect product/s are to be accepted for any refund request and not the entirety of the order (unless if the full order that's delivered is incorrect). In addition, the customer must be able to provide proof / photos (including the box sticker) for his / her refund request.

Please refer to section 6 and 7 of this [terms and conditions](#) to learn more about our claim policies and procedures.

##### **8.1.3.2. Order/s will not be refunded for the following:**

- Delay or non-delivery of orders due to an incorrect delivery / shipment address provided by the customer and or their representative / liaison.
- Delay or non-delivery due to circumstances beyond Florius control. (e.g. Offloaded shipments, natural calamities / disasters, labor strike, force majeure, weather issues, customs and other plant quarantine related matters).

#### 8.1.4. Refund request due to quality related concerns.

For refund requests related to quality issues, you may refer to section 6 and 7 of this terms and conditions for more information regarding our claim policy and procedures.

### 8.2. REFUND / CREDIT REQUESTS

8.2.1. Approved refund / credit requests amount to be refunded will depend on the type of refund (partial or full) requested by the customer; all refunds are still subject to Florius' evaluation and discretion.

8.2.2. All credit / refund requests will be initially credited back to the customer's e-wallet balance.

8.2.3. The customer may request to withdraw their e-wallet balance to their preferred bank account by contacting Florius via email at [sales@floriusflowers.com](mailto:sales@floriusflowers.com) or via phone at +1 (305) 767-2065.

8.2.4. The customer must submit all required files and documents by Florius' before a credit / refund request gets acknowledged, processed, and evaluated.

- Notice of Refund / Return Request – must be submitted in writing (preferably via email sent to [sales@floriusflowers.com](mailto:sales@floriusflowers.com)).
- Proof of Order – can be the order ID, order reservation file, and/or the order confirmation file.
- Photos of the Products / Products in Question – this applies to orders which have been received by the customer already.

### 7C. QUESTIONS / SUPPORT

7C.1. Any refunds / credit request should only be communicated directly with Florius Team via email [sales@floriusflowers.com](mailto:sales@floriusflowers.com); Braintree nor the customer's credit card company will not be responsible for any refund / credit request from the customer.

## 8. LIABILITY, QUALITY, AND COMPLAINTS

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

8.2. 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.

8.3. 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.

8.4. 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.



8.5. Complaints concerning visible defects in flowers delivered must be notified to Florius by email or telephone immediately after discovery but must be completed within 24 hours of receipt.

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

8.7. Once the time limit of 24 hours upon receipt have elapsed, Florius will no longer be obliged to handle any claims submitted by the buyer.

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

8.9. Unless otherwise expressly stated, the products delivered are intended exclusively for decorative purposes and are not suitable for internal consumption. Florius 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 against all claims from third parties, including end users, in respect of these consequences.

8.10. You agree that under no circumstances shall Florius, 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.

8.11. 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 shall not exceed one hundred dollars (\$100).

## **9. OFFERS / AGREEMENT**

9.1. All offers made shall not bind Florius, unless they specify a time limit. If an offer is accepted by the buyer, Florius may revoke the offer within two working days of receipt of acceptance.

9.2. An agreement will be concluded at the moment of express acceptance of the order by Florius. 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.

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

9.4. 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.

9.5. 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.

## **10. CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL**

10.1. 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 may rescind the agreement, or postpone delivery until the event has ceased to exist.

10.2. For the purpose of these General Terms and Conditions, “circumstances beyond our reasonable control” means any circumstance beyond Florius’ 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.

## **11. GOVERNING LAW AND JURISDICTION**

11.1. 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 Palm Beach Garden Court law and Florida state law.

## **12. COPYRIGHT**

12.1. 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.

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

12.3. 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.

12.4. 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.

## **13. GENERAL**

13.1. 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.

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

## **14. PRIVACY**

14.1. Florius 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.

## **15. INDEMNITY**

15.1. You agree to indemnify and hold Florius 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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