

## General conditions

### Article 1: Applicability

1.1. These general conditions apply to all offers, orders and agreements with Bloem&VaasPimpernel. Bloem&VaasPimpernel is established at the Boomgaard 105, 1432LD Aalsmeer, KvK Amsterdam, Reg.no: 54652464., VAT no.NL130004601B01

1.2 The applicability of conditions that deviate from these general conditions is hereby explicitly rejected, unless Bloem&VaasPimpernel has explicitly agreed the deviating conditions in writing, in which case the non-deviating provisions of this conditions remain in full effect.

1.3 By using the website of Bloem&VaasPimpernel and / or placing an order, the buyer accepts these general conditions as well as all other rights and obligations as listed on the website.

1.4 Bloem&VaasPimpernel is authorized to enable third parties in the implementation of the agreement with a buyer.

### Article 2: Offers and establishment of agreements

2.1 All offers of Bloem&VaasPimpernel need to be considered as being a non-binding invitation to the potential buyer to make an offer and are non-binding. Bloem&VaasPimpernel expressly reserves the right to change the prices mentioned in the offer or to revoke the offer after acceptance.

2.2 An agreement is only established after confirmation by Bloem&VaasPimpernel, that Bloem&VaasPimpernel has accepted the order / the offer of the buyer. If the order was placed online with provided e-mail address, the confirmation is sent by e-mail to the e-mail address provided. The electronic files of Bloem&VaasPimpernel will be considered evidence for the existence of the agreement.

### Article 3: Prices

3.1 All prices are in Euros excluding VAT.

3.2 Shipping- or transport costs are not included in the price.

3.3 See customer services on our website for the height of the shipping costs, unless they have been explicitly mentioned in the quote.

### Article 4: Payment

4.1 All products need to have been paid in full prior to delivery with business to consumer transactions. Payment occurs by means of credit card or IDEAL payment.

4.2 It's only possible for business to business clients to receive a invoice if it has been agreed in writing. In that case the payment due date is 14 days after the invoice date and the buyer is in default in case of nonpayment within the set term. In case of default, buyer is due 2% interest per month over the amount due to Bloem&VaasPimpernel. If Bloem&VaasPimpernel needs to make extrajudicial costs in order to collect the amount due by the buyer, buyer is due these costs in addition to the before mentioned interest, with a minimum of € 100,=.

### Article 5: Delivery and delivery time

5.1 Orders are delivered as soon as possible on the required delivery date. in principle during working hours, unless otherwise agreed with the buyer.

5.2 If an article cannot be delivered on time, you will be notified of this by phone and by e-mail.

5.3 Deliveries occur on the delivery address specified by the buyer. In case there's no one to accept the order we will try to leave the order with a close neighbour. We always leave a note for the recipient.

5.4 It is at the expense and the risk of the buyer, that if the delivery can't be made at the specified address on the time agreed. Bloem&VaasPimpernel will try again one more time in close dialogue with recipient. If the delivery cannot be made, the costs of the unavailing transport are at the expense of buyer.

5.5 As soon as the products to be delivered have been delivered at the delivery address specified, the risk concerning the articles delivered is transferred to the buyer.

### Article 6: Retention

6.1 The property of the articles is, notwithstanding the actual delivery, only transferred to the buyer after the buyer has fully complied with his payment obligation and other obligations towards Bloem&VaasPimpernel. Unless agreed otherwise.

### Article 7: Warranty and right of return

7.1 Bloem&VaasPimpernel guarantees the manufacturer's warranty of the products delivered, all products we deliver are in accordance with the agreement and meet the specifications mentioned in the offer. This warranty provision applies without prejudice to the rights and claims that the Law assigns to the buyer.

7.2 Claim to warranty expires if, service, repair services, restoration or other work has been performed on the product by parties other than those specified by the manufacturer.

Uw partners voor bloemen en planten



|              |               |                 |                               |             |                |
|--------------|---------------|-----------------|-------------------------------|-------------|----------------|
| <b>Adres</b> | Boomgaard 105 | <b>Telefoon</b> | 088 - 46 36 333               | <b>Bank</b> | 537 590 935    |
|              | 1432 LD       | <b>Email</b>    | info@bloemenvaas-pimpernel.nl | <b>Kvk</b>  | 342 52 855     |
|              | Aalsmeer      | <b>Web</b>      | www.bloemenvaas-pimpernel.nl  | <b>Btw</b>  | NL130004601B01 |

7.3 All plants and flower arrangements are delivered in high quality. Bloem&VaasPimpernel does not guarantee regrowth of plants delivered, since we can't determine on the spot if the plants or flowers have been taken care of properly and if they have the proper soil type and / or location or been conditioned in the right manner. We appreciate customers immediately contacting Bloem&VaasPimpernel in case of any doubt, so that we can provide the customer with tips.

7.4 With all plants and flower arrangements delivered, Bloem&VaasPimpernel provides a 5 day freshness guarantee. This guarantee expires if delivery of the plants or flower arrangements has been subject to delay, because they haven't been accepted by the buyer or if the buyer hasn't observed the precautionary advice. In case of loss of quality within 5 days, the buyer is required, under penalty of expiry of claims and in deviation of article 11, to notify Bloem&VaasPimpernel of this in writing or per e-mail, with attached photographic material, at the latest within 5 days of receipt.

7.5 Bloem&VaasPimpernel is not required to retrieve plants and flowers delivered that do not do well, or do not suffice due to other causes according to the buyer.

#### **Article 8: Reflection period**

8.1 A consumer has the right to return the products ordered to Bloem&Vaas, within 14 days after date of receipt, without provision of reason, with reimbursement of payment. In that case, the costs of packaging and shipment are at the expense of the consumer. Articles that were especially ordered and adjusted for the consumer (for instance a set of pot and plant entirely created or a fresh flower arrangement) as well as plants and flowers in general are excluded from the right of return.

8.2 If the buyer has already performed payments at the moment the buyer revoked the agreement, Bloem&VaasPimpernel will reimburse these payments within 14 days after receipt of the returned product.

8.3 Bloem&VaasPimpernel reserves the right to refuse returned products or to reimburse a portion of the amount paid if the suspicion exists that the product has been used, or was damaged intentionally.

#### **Article 9: Force Majeure**

9.1 In case of Force Majeure on the part of Bloem&VaasPimpernel, Bloem&VaasPimpernel is not required to fulfil her obligations towards the buyer for the duration of this Force Majeure, or the obligation is temporarily suspended. If the Force Majeure lasts longer than 30 days, the agreement can be dissolved by the buyer without judicial intervention, without Bloem&VaasPimpernel being required to pay compensation of damages.

9.2 Force Majeure includes every circumstance independent from the will of Bloem&VaasPimpernel which fully or partly hampers fulfilment of her obligations towards the buyer. These circumstances include fire, corporate-, power disruptions, strikes, non- or non-timely delivery of suppliers, plant diseases, terror attacks, and extreme weather conditions and personal accidents.

9.3 In addition Force Majeure includes disruptions in a (telecommunications-) network or connection or utilized communication systems and / or the unavailability of the website at any time.

#### **Article 10: Intellectual property**

10.1 All rights (including copyright, trademarks, patents and other intellectual property rights) with regard to all information provided through this website (including all texts, graphic material and logos) belong to Bloem&VaasPimpernel. It is explicitly prohibited to copy, download or publicly disclose, distribute or duplicate information on this website in any way without prior written consent of the rightful claimant. You are allowed to print and / or download the information on this website for your own personal use.

#### **Article 11: Reclamation**

11.1 Reclamations concerning products delivered by Bloem&VaasPimpernel need to be submitted to Bloem&VaasPimpernel within reasonable time, however at the latest within 5 days after delivery, in writing or per e-mail, failing of which will lead to a forfeit of claims.

11.2 Returned articles are not accepted unless prior written acceptance by Bloem&VaasPimpernel. In case of damage to articles due to damage or other reasons, digital photo material needs to be included with the complaint for clarification.

11.3 If a complaint that was submitted in a timely manner of that was accepted by Bloem&VaasPimpernel is found valid, Bloem&VaasPimpernel is, at best, only required to reimburse the value of the products originally delivered or to replace them with articles of similar quality and price.

11.4 Exceedence of the delivery time does not give right to compensation of damages. Exceedence of the delivery time only gives right to cancellation or dissolution of the agreement if it is longer than thirty days.

## **Article 12: Rejection of applicability**

12.1 Bloem&VaasPimperl accepts no applicability in respect of direct, indirect, special, incidental, immaterial or consequential damage (including loss of profit) regardless whether or not Bloem&VaasPimperl was informed about the possibility of this damage occurring that in any way arises from, but is not necessarily limited to (i) defects, viruses or other imperfections of equipment and other software in connection with the access to or the use of this website, (ii) the information offered on or through this website, (iii) the interception, change or unlawful use of information sent to Bloem&VaasPimperl or you, (iv) the operation or the unavailability of this website, (v) abuse of this website, (vi) loss of data, (vii) downloading or using software that is provided through this website or (viii) third party claims in connection to the use of this website.

## **Article 13: Applicable Law**

13.1 To all offers and agreements to which these conditions apply, Dutch Law exclusively applies.

13.2 All disputes connected to or arising from offers or agreements entered into with Bloem&VaasPimperl, are subject to the competent court in Amsterdam.

## **Article 14: Personal information and information management**

14.1 If you place an order with Bloem&VaasPimperl, your details are included into the customer file of Bloem&VaasPimperl, in order to process your order. Bloem&VaasPimperl complies with the Privacy Act (Wet Bescherming Persoonsgegevens, WPB).

5.2 Bloem&VaasPimperl respects the privacy of the users of the website and takes care of a confidential and discrete handling of your personal information.

5.3 Unless the buyer has indicated that he/she does not appreciate this, the information of the buyer will be included in a central file of Bloem&VaasPimperl. This information will be used to keep the buyer completely up to date concerning the business and services of Bloem&VaasPimperl. The processing of the buyer information will occur in compliance with the applicable legislation and regulation.

5.4 If desired, the buyer can gain access to the information stored about the buyer in the Bloem&VaasPimperl file. The buyer is authorized to demand changes made to the information, if the information is not correct.

## **Article 15: Miscellaneous**

15.1 Bloem&VaasPimperl processes the personal information of the buyer exclusively for her own purposes. The personal information is not provided to third parties.

15.2 Agreements are entered into in the Dutch language and English if required.

15.3 Bloem&VaasPimperl makes the greatest possible effort to ensure topical and correct information on her website. Nevertheless, the buyer cannot make any claims based on any incorrect information and / or mistakes in article descriptions and prizes.

15.4 Efforts are made to have the images reflect reality as accurately as possible.

15.5 Bloem&VaasPimperl reserves the right to change the information offered on or through this website, including the text of these general conditions, at all times, without notification. It is recommended to verify regularly if the information provided on or through this website, including these general conditions, has changed.

15.6 If any provision from these conditions turns out to be ineffective, this provision is interpreted in line with the agreement to the extent possible and the other provision remain in full effect.