

General Terms and Conditions

§ 1 Fundamental Provisions

(1) The following General Terms and Conditions govern the contractual relationship between FlowerArt GmbH, Ständlerstraße 35, 81549 Munich, Germany – in the following "supplier" – and its customers who enter into a contract with the supplier via the website www.stylegreen.de/en. Insofar as no agreed otherwise, any inclusion of the customer's own conditions is excluded.

(2) For the purpose of these regulations, the term "customer" shall mean any natural person who concludes a legal transaction with an objective, which can be attributed neither to his/her commercial activities nor to his/her work as self-employed person. An "entrepreneur" is defined as any legal or natural person or any partnership with legal capacity which execute their commercial or self-employed profession upon conclusion of the legal transaction.

(3) The contractual language is English. The full wording of the contract will not be stored by the supplier. Prior to sending off the order via the online shopping cart, the customer has the occasion to electronically save or print out the contractual data using the browser's print function. After receipt of the order the customer receives an e-mail that lists the order details, the statutory information concerning distance contracts as well as the General Terms and Conditions.

After requesting a quotation via phone call, e-mail, fax, in writing or via the request form (contact form), the customer receives an e-mail with all contractual data as part of a binding quotation which can be electronically saved and printed out.

§ 2 Object of the contract

The object of the contractual agreement is the sale of goods. Further details, in particular the essential characteristics of the product are resulting from the particular product description and the additional information on the supplier's website.

§ 3 Contract conclusion

(1) The supplier's product descriptions provided on the internet are of a non-binding nature and do not constitute a binding offer to conclude a contract.

(2) The customer can submit a binding purchase offer (order) via the online shopping cart.

The intended purchase products are added to the "shopping cart". By using the according button from the navigation bar, the customer can visualize to the "shopping cart" and make any changes. After proceeding to checkout and entering the requested personal data as well as payment- and shipping conditions, all order details are displayed in the order-summary-page.

Prior to sending off the order, the customer has occasion to review the data, modify it (also by using the function "back" of the browser) or cancel the order if necessary.

By sending the order using the button "purchase", the customer submits a binding purchase offer.

The customer then receives an automatic order confirmation by e-mail which does not yet lead to the conclusion of the contract.

(3) The acceptance of the offer (and thus the contract conclusion) takes place either through confirmation in writing (e.g. e-mail), by means of which the customer receives a confirmation concerning the order processing or delivery, or through delivery of the order. In the event the customer does not receive any order confirmation, notification of the delivery or products, his/her order is no longer binding. Any already rendered services will be immediately reimbursed.

(4) Any customer`s requests concerning product purchase or individual enquiries, which are not sent to the supplier via the online shopping cart, but for example by phone call, e-mail, fax or in writing via the request form (contact form) on the website, are of a non-binding nature. The supplier then submits a quotation for the customer. The quotation is submitted in writing (e.g. via e-mail) and can be accepted by the customer within 5 days.

(5) The processing of the order and the submission of all information necessary for the contract conclusion, is effected by e-mail, partly automatically. The customer has to ensure that the e-mail address given by him/her to the supplier is valid and suitable to receive e-mails from the supplier and that the use of SPAM filters does not hinder the delivery of the e-mails.

§ 4 Prices, Shipping Costs

(1) The prices stated in the corresponding offer descriptions and the shipping costs reflect the final prices. They embody all price components including taxation.

(2) The shipping costs are not included in the purchase price and can be accessed on the page "Payment and Shipping". The shipping costs are indicated separately during the ordering process and are to be paid by the customer, unless an expense-free supply is granted.

(3) The customer receives an invoice including the value added tax.

§ 5 Payment and Shipping Terms

(1) The terms concerning payment and shipping are available by selecting the corresponding button from the navigation bar.

(2) Unless not otherwise stated for each type of payment, the payment entitlements resulting from the concluded contract, immediately become due for payment.

(3) Should a product ordered by the customer not be available in spite of reasonable conclusion of a covering transaction, due to reasons the supplier is not responsible for, the customer will be informed immediately about the non-availability and, in the event of a cancellation already effected payments will be reimbursed.

(4) It is laid down by law for the customer that the danger of accidental destruction or accidental deterioration of the sold goods is transferred to the customer at the time of handing over to the client, regardless whether the shipment is insured or uninsured. If the customer is an entrepreneur, then shipment and delivery are carried out at his/her own risk.

§ 6 Cost of returning good(s) in case of cancellation

In the event the customer exercises the right to withdraw in respect of contracts concluded at distance, it is agreed that the customer has to bear the regular costs of the return, if the delivered products match the ordered ones. In any other case, the costs of the return are carried by the supplier.

§ 7 Right of Retention, Reservation of Title

- (1) The customer may only exercise a retention right provided that it is based on the same contractual relation.
- (2) The goods remain property of the supplier until the purchase price has been paid in full.
- (3) If the customer is an entrepreneur, the following applies:
 - a) The supplier retains title in the goods until any claims resulting from the business relation have been completely settled. Prior to the passing of any title, the purchaser is forbidden to mortgage or transfer the ownership of the goods.
 - b) The customer is entitled to re-sell the goods in the ordinary course of business. The customer however returns to the supplier all demands at height of the invoice amount, which entitle to him/her from the re-sale. The customer is further entitled to collect the receivables assigned to the supplier. In case the customer does not properly fulfill the payment obligations, the supplier reserves the right to collect the account receivable on themselves.
 - c) With the combination and commingling of reserved goods, the supplier acquired co-ownership of the resulting products in proportion to the ratio of the invoicing value of the reserved goods under retention of title by the value of the other processed objects at the time of the processing.
 - d) The supplier is obligated to approve the owing securities on demand of the customer in as far as their value exceeds the accounts receivable secured by more than 10%. The selection of the securities to release are incumbent upon the supplier.

§ 8 Warranty

- (1) Legal requirements apply.
- (2) The customer as a consumer is requested to immediately check the goods for completeness, obvious defects and transport damage after the delivery and to inform the supplier and the forwarding agent about any reclamation. In case the customer does not comply with these obligations, this has no impact on legal liability for defects.
- (3) If the customer is an entrepreneur, the following applies, deviating from paragraph 1:
 - a) Only the supplier's own information and product descriptions of the manufacturer, but not other advertising, public promotions or statements by the manufacturer, are deemed as agreed with respect to the characteristics of the goods.
 - b) The customer is obliged to immediately check the goods with all due care for deviations of quality and quantity and to inform the supplier in writing of any obvious deficiencies within 7 days from receipt of goods, whereby punctual sending shall be sufficient for observance of the deadline. The same notification period applies to latent defects after they have been discovered. In case of non-compliance with the obligation for inspection and reclamation, the assertion of any warranty claim shall be excluded.
 - c) In case of defects the supplier shall be liable in such way that he will repair or replace at his own option the product. If the remedy of the defects fails twice, the customer may claim a reduction of the purchase price or withdraw from the contract. In the event of a rectification, the supplier is not obliged to bear the increased costs incurred by the transport of the goods to a location other than the place of performance, if the transport does not correspond to intended use of the goods.

d) The warranty period amounts to one year starting from delivery of the goods. The shortened warranty period does not apply to damages culpably attributable to the supplier arising from any injury to life, body or health or damages caused intentionally or with gross negligence, or malice of the supplier, or rights of recourse in accordance with §§ 478, 479 BGB (German Civil Code).

§ 9 Liability

(1) The supplier is liable without any limitation for damages arising from any injury to life, body or health, in all cases of intentional acts or gross negligence, in the event of non-disclosure of a defect, of fraudulent concealment, of the assumption of a guarantee for the condition of the goods, upon damages under product liability law or to the extent otherwise legally mandated.

(2) To the extent that any contractual obligations are affected, the supplier's liability is restricted to foreseeable damage typical of this type of contract. Essential contractual obligations are duties which characterize the contract, the breach of which would jeopardize the attainment of the purpose of the contract, as well as duties that the contract imposes on the supplier according to its content and for the obtainment of the purpose of the contract, whose fulfilment enables the duly fulfillment of the contract in the first place and on whose observation the customer can regularly count.

(3) In case of breach of insignificant contractual obligation, liability for violations of obligations based on slight negligence is excluded.

(4) Data communication via internet at the current level of technology cannot be guaranteed to be without errors and/or available at all times. The supplier shall therefore not be liable for a permanent and uninterrupted availability of the website and the services offered in it.

§ 10 Choice of Law, Place of Fulfillment, Place of Jurisdiction

(1) German law applies, to the exclusion of the UN purchasing law. For any customers, this choice of law applies only to the extent that the protection granted by the mandatory regulations of the law of the country of the consumer's usual residence is not deprived (favorability principle).

(2) The place of fulfillment for all services from the existing business relationship with the supplier and the supplier's place of jurisdiction is established, to the extent that the customer is not a consumer, but a trader, a legal entity under public law or a special fund under public law. The same shall apply, if the customer's general place of jurisdiction is not in Germany or the European Union or if its residence or permanent address is not known at the time of commencement of an action. The capacity to appeal to another court of jurisdiction remains thereby unaffected.