

General Terms and Conditions of bloomon UK Ltd.

Latest update: January 2023

Article 1: About us

1. bloomon UK Ltd has its registered office at Covent Garden, 71-75, Shelton Street, London, WC2H 9JQ, United Kingdom, is listed in the trade register of the Chamber of Commerce under number 09730173 and will be referred to hereinafter as “bloomon” or “we”.
2. bloomon sells and delivers flowers on the basis of a flexible Subscription. In addition, various additional products (such as vases) can be ordered with the Subscription.
3. bloomon also sells individual bouquets, dried flowers and gift cards and offers discount codes.

Article 2: Definitions

1. In these General Terms and Conditions of bloomon, the terms below will have the following meanings, unless explicitly indicated otherwise:
 1. "Subscription": an Agreement between bloomon and the Customer for the agreed or indefinite number of periods in which bloomon will supply you with one or more different types of products, such as flowers, plants, related accessories, and any related services, as further agreed per individual Agreement;
 2. "One-time Order": the Agreement under which bloomon delivers a product to you, or on your behalf to another person designated by you (in that case referred to as a "gift"), once only;
 3. "Customer": the purchaser, being a consumer or a party acting in an occupational or business capacity which enters into an agreement with bloomon. The Customer is also referred to hereinafter as “you”;
 4. "Agreement": any offer or quotation from bloomon accepted by the Customer, any order placed by a Customer with bloomon or any other agreement between the Customer and bloomon;
 5. "Personal Data": all Personal Data within the meaning of EU Regulation 2016/679 (General Data Protection Regulation) relating to you and necessary for ensuring compliance with the Agreement, including payment details and contact details such as e-mail address;
 6. "Terms and Conditions": these general terms and conditions, including any future updated versions thereof;
 7. "Website": the Website www.bloomon.co.uk or any other Website through which bloomon remotely offers its services and/or products to the Customer.

Article 3: Applicability

1. Agreements bloomon concludes with Customers, and all bloomon services and/or products purchased by the Customer are subject to these Terms and Conditions. The Customer will also be referred to hereinafter as "you". These Terms and Conditions are available at all times on the bloomon Website, and are provided electronically before or at the time of entering into the Agreement. Capitalised terms have the meanings assigned to them in these Terms and Conditions. No distinction is made between singular and plural.

Article 4: Entering into an agreement with bloomon

1. An agreement with bloomon is only entered into remotely. An Agreement, whether or not a Subscription or a One-time Order, between you and bloomon is concluded via the Website when you make it known that you accept an offer or quotation from bloomon.
2. To be eligible for a Subscription, you must be resident in the United Kingdom.

Article 5: bloomon gift card.

1. The bloomon gift card is valid for 24 months from the time of issue, as further explained and stated on the Website, and can be redeemed at any time for products from the bloomon range.
2. The bloomon gift card cannot be exchanged for a subscription* or cash.
3. Credit or discount codes cannot be used to purchase gift cards.

** Not applicable to subscription gift cards issued before December 1, 2021.*

Article 6: Your obligations

1. All information you provide to bloomon at any time, for example during the order process, must be up to date and truthful. Your password may not be passed on to third parties. You may not provide us with (personal) data or information from or about others without their prior consent. You must keep the password secure and protected from unauthorised persons and notify us in writing of any loss or transmission. You are fully responsible for any misuse, e.g. any unlawful orders placed with your password by third parties and the resulting claims. You also bear full responsibility for making others' (personal) data or information available to us. bloomon is not liable for any damage resulting from incorrect information or unlawful disclosure of (personal) data or information provided by you, and/or loss of your password, and you indemnify bloomon against any claims by third parties in this regard.
2. Before using – for instance by filling with water – the products supplied by bloomon, such as vases and pots, you should check them for imperfections such as cracks, breaks and leaks.
3. You are obliged to carefully read and observe the product labels, product and user manuals and warnings accompanying the products delivered. bloomon is not liable for any damage resulting from any failure to

observe product labels, product and user manuals and warnings, and you will indemnify bloomon against any claims by third parties.

Article 7: Price

1. You will owe the price agreed in the Agreement at the times stipulated in the Agreement. All prices include delivery charges unless otherwise stated. All prices include VAT unless otherwise stated.
2. bloomon reserves the right to change the price of the products it offers in the form of a Subscription and will deliver during the term of the Subscription, for example with regard to the expansion of the variety in flowers and the services (such as the number of delivery days), in which respect bloomon will inform you of a change by no later than 14 days before the change enters into effect.
3. In the event of a change that results in a price increase, you will be entitled to terminate the Agreement within 10 days without being liable to pay any compensation for products that have not been delivered.
4. Sale prices and offers are valid while stocks last.

Article 8: Payment

1. Payment can only be made through the payment methods offered by bloomon on the website.
2. If you have a Subscription, you can prepay a number of periods at a discount, as further detailed on the Website.
3. If you wish to pay by direct debit, you can authorise the payment service provider listed on the Website (Adyen .V. or Stripe) to also collect future payments from the relevant account number on behalf of bloomon by means of an SEPA authorisation for each applicable period.
4. Payment for a One-time Order must be made within 14 days of the invoice date, at the latest. Payment for a Subscription must be made prior to each periodic delivery. It is your own responsibility to ensure that you have enough money in your bank account at the time of payment. If a payment order cannot be executed due to insufficient funds, incorrect or outdated payment details and/or other disputes, the delivery can still be sent. In such cases, bloomon will execute the payment order again. bloomon reserves the right to reclaim the outstanding amount by executing the payment order again via the specified payment method.
5. In the event of late payment, for example due to reversal of the amounts deducted or because of insufficient funds in the relevant account, bloomon will be entitled to charge statutory commercial interest. If you fail to pay the full amount due after having received a reminder, bloomon will be entitled to engage a collection agency and to suspend the bloomon services provided to you. In that case, you will bear the judicial and extrajudicial collection costs.

6. bloomon will only send you invoices and payment reminders electronically. The Personal Data provided by you are guiding in this respect.

If you create an account and enter your payment details, your card or Paypal details will be stored securely by Stripe so that you can check out on future visits without re-entering your card details. We never store or have access to your credit or debit card details.

1. The amount to be collected by bloomon will be equal to the prices of the products you ordered during the period to which the collection relates. In the event of periodic payment, the amount to be collected by bloomon will also be equal to the prices of the products you ordered during the period to which the collection relates and, consequently, the amount to be collected may differ from that of the previous period.

Article 9: Discount code

1. bloomon discount codes cannot be used for personal commercial purposes and/or purposes other than those for which they were issued. You are not permitted to share personal discount codes with third parties unknown to you.
2. You are not permitted to use the bloomon name and logo or any combination of incorrect spelling in any statement or for your own commercial purposes.
3. of discount codes being denied. bloomon reserves the right to set off the discount obtained and the accrued credit with retroactive effect.
4. bloomon discount codes have a maximum term of validity of 24 months from the time of issue, as further explained and stated on the Website.

Article 10: Pausing, terminating or changing your subscription.

1. You are entitled to temporarily pause, change or terminate the Agreement (meaning to temporarily postpone delivery of the agreed product(s)) subject to the agreed notice period, or to change the Personal Data relevant to an order, in accordance with the rules and instructions set out on the Website, in writing or through other channels supported by bloomon (including WhatsApp and telephone).
2. If, in the case of a Subscription, you have opted for prepayment for a number of periods at a discount in accordance with Clause 8.2 (prepayment), the Subscription cannot be terminated early for that number of periods.
3. Any changes or notifications within the meaning of Clause 10.1 (pause, change, and/or terminate) or Clause 12.1 (cancellation) regarding scheduled bloomon deliveries must be received and confirmed by bloomon no later than three working days prior to the day of delivery.

Article 11: Delivery, delivery times and execution

1. bloomon delivers everywhere in the United Kingdom.

2. Delivery takes place at the address you specified when placing the order.
3. Delivery is only possible on the days specified by bloomon. Delivery times are indicative. The delivery times specified in your account on the Website and in the confirmation e-mail are indicative. The day of delivery and/or timeframe chosen by you may vary due to unforeseen circumstances, force majeure or in connection with public holidays, among other things. If the delivery is delayed, or if an order cannot be executed or can only be executed in part, you will be given notice of this as soon as possible after you have placed your order.
4. You are obliged to ensure that the products can be delivered to you in person at the delivery address and during the timeframe specified by you, unless it concerns products which, according to bloomon, can also be deposited in the letterbox, such as Flowergrams. In the event that delivery cannot be made, you will be in default with regard to acceptance; you will bear any related expense and loss. In such case, bloomon may comply with the Agreement by (i) leaving the products with neighbours, or (ii) placing them in front of the door of your home, or (iii) delivering them to a third party you designate when you place your order. You agree to this in advance.

When using such alternative delivery method bloomon's delivery partner can take photos of the delivered package at the delivery location as proof of completed delivery. These photos are not stored with bloomon's delivery partner. They are only stored by bloomon and only for a period of 14 days. You agree in advance that such photos can be taken.
5. In accordance with Clause 11.4 (delivery), bloomon bears the risk of damage to and/or loss of products until the time of delivery.
6. If the products have not yet been paid for at the time of the personal transfer in accordance with the Agreement, bloomon will retain ownership until the purchase sum has been paid in full.
7. bloomon is entitled to engage third parties to execute an Agreement.

Article 12: Right to cancel and returns

1. In the case of a Subscription, you have the right to cancel the Agreement within a period of fourteen (14) days from the delivery of your first flowers, without stating reasons. In this case, you will only pay for the flowers already delivered during these fourteen (14) days.
2. You also have the right to cancel the order of this product within a period of fourteen (14) days from the delivery of One-time Orders, without stating reasons. One-time Orders with a limited shelf life (such as cut flowers) cannot be cancelled. The dispatch costs of returning the product will be borne by the Customer.
3. In order to cancel the agreement, you can use the model form in Appendix I (Model form for cancellation) to the General Terms and Conditions or you can download the model form in PDF format. You can use the model form for this purpose, but you are not obliged to do so.
4. During the Reflection Period, products received and their packaging are to be handled with care. Products may only be unpacked to the extent

necessary to assess whether you wish to keep a product. If you make use of your right to cancel, you must return the product, including all accessories and – in so far as reasonably possible – to bloomon in the original condition and packaging, within fourteen days after the expiry of the Reflection Period.

5. If you have already paid for products cancelled during the Reflection Period, bloomon will refund the payment to you after the products have been returned or after you have shown that you have returned the products, whichever comes first, without delay.

Article 13: Privacy

1. We process your Personal Data to prepare, execute and complete an Agreement, as well as for other purposes, such as direct marketing. bloomon has an online privacy policy in which information is provided about the processing of Personal Data and your rights in that respect, see also the Privacy Statement as included on the Website.

Article 14: Guarantee and liability

1. To the extent permitted by law, bloomon is not liable for any consequential damage, property damage, indirect damage, including lost profit, lost turnover and lost opportunities, due to a product delivered by it, including the putting into use of the product. In all other respects, bloomon is only liable for attributable failure up to a maximum of the amount that bloomon received from you in accordance with the Agreement up to the time the damage occurred.
2. bloomon guarantees that the products and/or services are in compliance with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usefulness and the statutory provisions and/or government regulations applicable on the day the Agreement is concluded. In so far as it has been agreed, bloomon also guarantees that the product is suitable for other than normal use.
3. You are liable for the reduction in value of a product that has arisen during the Reflection Period, if you have handled that product in a way that has gone beyond what was necessary to determine its nature, characteristics and the purpose for which it was intended.
4. You are liable for any use made of its login details.
5. bloomon is obliged by law to remind you that you are entitled to have a delivered product comply with the relevant Agreement.
6. If you opted for delivery to neighbours, at the door of your home or by any means other than personal delivery, this method of delivery will be entirely at your own risk. bloomon is not responsible for any spoilage or disappearance of products nor is bloomon liable for any damage suffered by the customer as a result.
7. bloomon is never liable for damage due to force majeure, which for example includes but is not limited to: strikes, illness, fire, disruptions at bloomon or its suppliers, transport problems, weather conditions, pandemics, violence, riots or police and/or fire brigade action. Force

majeure is also understood to mean such unforeseen circumstances at third parties of which bloomon makes use when executing the Agreement.

8. The liability regime in the previous paragraphs of this clause also applies with regard to third parties engaged by bloomon in the execution of an Agreement, as well as with regard to persons for whom bloomon or such third party is liable.

Article 15: Amendments to these terms and conditions

1. Without prejudice to the provisions of Clause 7.2 (price changes), bloomon reserves the right to amend these Terms and Conditions at any time. To the extent required by law, you will be informed of any amendments in advance.
2. If the amendment referred to in Clause 15.1 (amendments to terms and conditions) entails an essential amendment to the performance agreed by bloomon, you will be entitled to terminate the Agreement before the amendment in question takes effect in relation to you. Should you object to the amended Terms and Conditions, you have the option to terminate your Agreement in which case you may terminate your Agreement via your account or via one of our contact options available on our website <https://www.bloomon.co.uk/contact-us> subject to the deadline for amendments, pausing, termination and cancellation set out in Clause 10.3 (deadline for amendments, pausing, termination and cancellation). However, if you fail to terminate or give notice to terminate the agreement in good time, and you continue to use our products from the announced effective date of the amended General Terms and Conditions, the amended General Terms and Conditions will apply to your agreement from that time.
3. We recommend that you consult the Website regularly to ensure that you are aware of the most recent version of the Terms and Conditions.

Article 16: Termination

1. If you fail to fulfil your obligations under an Agreement, for example the payment obligation, then bloomon has the right to grant you – by means of a notice of default – the opportunity to fulfil your obligations within a period set by bloomon, and if you continue fail to comply with those obligations bloomon is entitled to terminate the Agreement out of court.
2. bloomon reserves the right to always claim full compensation for any loss or damage, including collection costs, from you, in addition to termination of the Agreement.

Article 17: Other provisions

1. Deviating and/or additional stipulations can only be invoked by you if and in so far as these have been explicitly accepted by bloomon.
2. General Terms and Conditions other than these Terms and Conditions do not apply. In so far as necessary, bloomon explicitly rejects the applicability of your general purchase or other terms and conditions.

3. Nothing in these Terms and Conditions is intended to transfer or license any intellectual property rights of bloomon for your benefit. bloomon expressly reserves all rights in this respect.
4. An Agreement, or any rights and obligations under the Agreement, may not be transferred by you to a third party without bloomon's explicit prior consent.
5. bloomon has the right to transfer its rights and obligations under an Agreement to a third party, either in full or in part. You consent to this, which also qualifies as cooperation to the extent required. Such transfer will not affect the validity of an Agreement.
6. If you choose to add a personalised gift card to your order and you are uploading an image you must ensure that you have obtained all relevant permissions to use the image from any persons that owns any rights (such as copyright) in the image and the image is otherwise appropriate to upload. By uploading or including any content or material (including but not limited to photographs, graphics, text and other material) (Your IP) in a personalised gift card, you grant us a non-exclusive, royalty-free, irrevocable licence (including the right to grant sub-licences through multiple tiers) to use, reproduce, adapt, distribute and communicate to the public that content or material solely for the purpose of performing our obligations under these Terms and Conditions and exercising any rights you may grant to us. Please note that we may modify content or material in order to conform it to Bloom & Wild or the requirements of the product you have ordered (such as by cropping images). The rights and ownership to Your IP will remain yours, or the person who gave you permission to use Your IP. If you use third party copyright in any personalised gift card, it is your responsibility to ensure that you seek permission from the copyright owner. We will not accept any liability whatsoever if any of Your IP infringes on third party copyright. You agree to indemnify, defend and hold us harmless against any third party claim of infringement for use of such third party's intellectual property on the personalised gift card. You will be held responsible for any fees and third party damages we may have to pay to a third party because of such infringement and you will be liable to reimburse these payments to us in full.

Article 18: Disputes and applicable law

1. We advise you to inform us of any complaints by contacting our Customer Service.
2. All Agreements and obligations arising therefrom, as well as these Terms and Conditions, are governed by the laws of the United Kingdom.
3. The London District Court has exclusive jurisdiction to hear any disputes between bloomon and the Customer, arising from or otherwise related to the Agreement, unless another court has jurisdiction on the basis of mandatory legal provisions.

ANNEX 1 - Model form for cancellation

You can use the form below to give notice that you wish to terminate the agreement with bloomon. Please complete and sign the form below in block letters. You can return the completed and signed form together with the product to:

bloomon Nederland BV Meerlandenweg 40 1187 ZR Amstelveen

I hereby inform you that I terminate our agreement concerning the delivery of the following product:

Reason for cancellation*:

----- * No answer required

Date of payment:

Payment reference*:

----- * The payment reference can be found on your bank statement at the bloomon transaction or via your digital banking environment of your own bank.

IBAN:

Name:

E-mail address:

Name consumer:

Address consumer:

Signature:

Signature date:

- Email ushere
-