

FloraPrima GmbH
Didderser Straße 32
38176 Wendeburg

Telephone: +49 (0) 5303-990980

You can reach us (often even outside of these times):

Monday to Friday 6:30 am to 10:00 pm

Saturday 6:30 am to 6:00 pm

Sunday 10:00 am to 6:00 pm

Fax: +49 (0) 5303-9709217

info@floraprima.de

www.floraprima.de

Commercial Register Braunschweig: HRB 101207

VAT number: DE 240733149

Tax number: 13/207/20800 Tax office Braunschweig-Altewiekring

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§ 1 Scope

These are the general terms and conditions, which will apply to your offer via your order.

§ 2 Conclusion of contract

The option of the goods on this homepage does not constitute a contract offer, but rather is only an invitation to you to make an offer on the conditions presented.

With your order, you submit a corresponding, legally binding offer, which may be accepted by us within two days via conclusive behaviour (direct debit, credit card charge, PayPal payment, immediate transfer or electronic bill of exchange). For PayPal payment and immediate transfer, the contract is concluded immediately after your order. For direct debit, credit card payment and payment by invoice, the conclusion of the contract depends on the selected payment within the aforementioned two days via direct debit, credit card debit or electronic billing.

Immediately after receiving your order, you will receive an order confirmation in text form, which is not an acceptance of your contract offer, but is primarily for information purposes.

The contract is concluded in the following languages: German, English

§ 3 Order process

1. At the shop

To order in our shop, you

- 1) Add the product to your shopping cart
- 2) Enter the order and recipient address data
- 3) Select delivery method and delivery date
- 4) Select payment method
- 5) Check the specified data
- 6) Click on the order button at the end

2. By telephone

You can order by phone on our order hotline at 01805 455 615 (14 ct / min. from a German landline; mobile maximum price 42ct / min), providing the above-listed information.

You can reach us (often even outside of these times):

Monday to Friday 6:30 am to 10:00 pm

Saturday 6:30 am to 6:00 pm

Sunday 10:00 am to 6:00 pm

3. By fax

You can order by fax under the fax number +49 (0) 5303-9709217, providing the above-listed information.

§ 4 Storage of the contract

Please note that the contract is not stored by us. However, you have the option of printing it yourself using the print function of your browser and saving it by on your computer by clicking on the right mouse button.

§ 5 Statutory warranty rights, service and guarantee

There are regulations regarding the statutory warranty right that apply to all products.

In addition to the statutory warranty rights, we ensure delivery in fresh and perfect quality on the requested delivery date. The customer bears the risk of a 1-2 business day delayed standard delivery.

We are also happy to accept your order by phone. Please note, however, that FloraPrima GmbH assumes no liability for damages incurred due to spelling mistakes. Please carefully read your confirmation e-mail, which will be automatically sent to you after your order within approx. 20 minutes. If inadvertent mistakes have arisen, please inform us immediately by phone or email.

Our floristry processes only fresh and first-class goods. Please be assured that we will stick as close as possible to the model and deliver the best quality bouquet to you.

7-day freshness guarantee

Please note that we have a 7-day freshness guarantee for bouquets from the "Flowers today" category and a 4-day guarantee for the "Flowers worldwide" category. Should you ever have any reason for complaint, we will promptly arrange a replacement delivery. If this occurs, please contact us by phone +49 (0) 5303 990980 or by e-mail info@floraprima.de. We will try to find a solution that will more than satisfy you.

Please take advantage of this offer in the event of a complaint, since unnecessary costs may arise with return debits and returns.

Please understand that we can only guarantee freshness if the recipient can be located on the delivery day.

Flowers worldwide

We are happy to deliver floral greetings to 120 countries worldwide. Our florists on site do their very best to fulfil your individual wishes. Please understand that the flower culture in other countries is often shaped differently than in Germany and therefore we cannot guarantee that the floral greeting will precisely match the picture on our homepage.

§ 6 Prices, shipping conditions

1. Prices

All prices shown on our website include the applicable VAT. The shipping costs are not included in the price.

2. Shipping Conditions for "Flowers Today" and "Flowers Worldwide"

In addition to the price of the bouquet, for deliveries from the "Flowers today" category, we charge flat-rate delivery fees of 9.99 € and 14.99 € to 24.99 € for the "Flowers worldwide" category. Please note that deliveries abroad can only come from this category. Please understand that the flower culture is often regionally different and therefore we cannot guarantee that the floral greeting will precisely match the picture on our homepage. Our local florist partner will provide flowers of higher value and quality if not all flowers shown in the picture are available. If this occurs, we will inform you and give you the opportunity to change your floral greeting or, if you wish, to cancel the order.

Our flower greetings from these categories are delivered directly by our floristry partners. The delivery takes place at the shop's usual business hours. Delivery on Sundays and public holidays is not possible. Nevertheless, we try to make this possible for you and request that you to contact us, if necessary, directly by phone: 05303 99098 0 or by email info@floraprima.de. Please note that for delivery to some countries, we require your order 2-3 days before the requested delivery date.

3. Other shipping conditions

In the event that the shipment cannot be delivered due to incorrect address information, missing recipient name on the doorbell or letterbox or a refusal of acceptance by the recipient, the purchase price must still be paid plus shipping costs. Losses in quality due to late pick-up at the neighbours or deposit facility are also charged to the customer. If this occurs, the customer must also pay the purchase price plus shipping costs.

Our terms and conditions are based on the terms and conditions of our delivery service.

You have the choice: guaranteed delivery or standard delivery.

Either way, we deliver your shipment punctually. Since flowers are fresh, each shipment will be delivered to our delivery service one business day before the requested delivery date. During the ordering process, the desired shipping method is displayed to the customer with the incurred shipping costs.

Standard delivery – 4.99 €

The standard delivery is from Monday to Saturday from approx. 8:00 am to approx. 7:00 pm with our delivery service. Please note, however, that 95% of the packages reach the recipient on the desired date with standard delivery. In exceptional cases (2-5%) the delivery may be delayed by 1 to 2 business days. We have no influence on that.

Guaranteed delivery on the requested delivery date – 11.99 € (incl. refund warranty)

Guaranteed delivery takes place from Monday to Saturday with our delivery service and is guaranteed on the requested delivery date. If the delivery is not made during this period, we will refund the full shipping costs.

The guaranteed delivery for premium bouquets, premium roses and certain other products costs 19.99 EUR (incl. refund warranty)

Standard delivery in Austria and Denmark 11.99 €; Belgium, France, Luxembourg, Netherlands, Poland and the Czech Republic 14.99 €

The delivery takes place from Wednesday to Friday (between approx. 8 am to approx. 7 pm) with our delivery service.

The desired date is achieved with a probability of approx. 95%. In other cases, delivery may be delayed by one business day. If the recipient is not there, the driver will try to leave the shipment with neighbours.

Note for deliveries to France: the delivery to islands (e. g. Corsica) and French overseas departments is not possible.

Local florist delivery: Germany and Austria 9.99 €

Flowers in Switzerland: 14.99 €

Flowers in all other countries: 14.99 € (Spanish Islands 24.99 €)

Flowers in US and Canada: 14.99 €, Saturday 32.99 €

Voucher shipping 2.00 €

The delivery takes place from Monday to Friday (between approx. 8 am to approx. 7 pm) and Saturday (between approx. 8 am to approx. 4 pm) with our delivery service (Deutsche Post).

Standard delivery of cakes, gift baskets & wine 5.99 €

When specifying your desired delivery date, please take into account that the standard delivery time with our delivery service for a package is approx. 2 to 4 business days.

Delivery is from Monday to Saturday approx. 8:00 am - 7:00 pm (for cakes only Tuesday to Saturday) with our delivery service. In case of non-arrival, the driver is entitled to deliver the package to a neighbour or to leave a notification so that the recipient can pick up the package at the post office the following business day.

4. Redemption of vouchers and 15% discount

You will receive a 15% discount on the purchase price of your second order, which you can place immediately after your first order (within one internet session).

The combination of different discount offers is not possible.

§ 7 Delivery

1. General

The flower greetings are delivered by FloraPrima GmbH to the recipient's address given by the customer, unless otherwise agreed. The customer is responsible for providing complete and correct address information.

Please read the confirmation email carefully. Inform us of any change requests immediately by email info@floraprima.de or by phone at 05303 99098 0. Note regarding changes: We strive to implement your change requests to the best of our abilities. However, once the order is in processing for shipment, we can NOT make any changes. This may also be a short time after your order. Thank you for your understanding.

The delivery requires a mailable address. If the delivery is to be made to an undeliverable address (e. g. ship, terminal, railway station, foreign military base, prison, etc.), please contact FloraPrima for prior consent.

Delivery to an island generally requires an additional day for delivery. The delivery guarantee (warranty delivery) cannot be given for deliveries to an island. Delivery is usually one day after the desired date.

Attention: At peak times such as Valentine's Day, Mother's Day and Christmas, we must submit your orders to our logistics department 2 to 3 days before the requested delivery date due to the large order volume. A change can be considered no later than 5 working days before the requested delivery date. The order may also be delivered at peak times one day earlier than the desired date.

We deliver to every complete and correct postal address within Germany.

For hospital delivery addresses, please note that some hospitals will not accept parcel shipments on Saturdays. The driver does not have the authority to deliver the shipment directly to the recipient. The same applies to company and hotel addresses.

2. Delivery times and delivery instructions

Standard delivery 4.99 €

The standard delivery is from Monday to Saturday from approx. 8:00 am to approx. 7:00 pm with our delivery service. Either way, we deliver your shipment punctually. Since flowers are fresh, each shipment will be delivered to our delivery service one working day before the requested delivery date. In terms of delivery probability, it is therefore irrelevant whether the customer has already placed the order several days before. Please note, however, that 95% of the packages reach the recipient on the desired date with standard delivery. In exceptional cases, the delivery may be delayed by 1 to 2 business days. We have no influence on that.

If the recipient is not at home at the time of delivery, FloraPrima GmbH reserves the right to deliver the shipment to a neighbour. If no delivery is possible in the neighbourhood, our delivery service will store the package in the post office for collection by the recipient. The maximum storage time is 7 days. A new delivery is not provided in case of a standard delivery.

A delivery at a certain time of day or time is not possible!

Guaranteed delivery on the requested delivery date 11.99 € (incl. refund warranty)

Guaranteed delivery takes place from Monday to Saturday with our delivery service and is guaranteed on the requested delivery date. Either way, we deliver your shipment punctually. Since flowers are fresh, each shipment will be delivered to our delivery service one working day before the requested delivery date.

The guaranteed delivery for premium bouquets, premium roses and some other products costs 19,99 € (incl. refund warranty)

If the recipient is not at home at the time of delivery, FloraPrima GmbH reserves the right to deliver the shipment to a neighbour.

When entering the recipient data, the customer has the option to enter an address in the field "alt. address" where the delivery service may be able to deliver, or to note whether the parcel may be placed in front of the door.

Guaranteed delivery ensures that the requested delivery date will be met by the delivery service. If, contrary to expectations, the delivery date is not met, you will receive a refund for the shipping costs. Please

understand that the delivery guarantee only applies if no delivery attempt has been made. If the delivery service was on time and no one opened the door, the warranty does not apply.

A delivery at a certain time of day or time is not possible!

Standard delivery in Austria and Denmark 11.99 €; Belgium, France, Luxembourg, Netherlands, Poland and the Czech Republic 14.99 €

The delivery takes place from Wednesday to Friday (between approx. 8 am to approx. 7 pm) with our delivery service.

The desired date is achieved with a probability of approx. 95%. In other cases, delivery may be delayed by one business day. If the recipient is not there, the driver will try to leave the shipment with neighbours.

Note for deliveries to France: the delivery to islands (e. g. Corsica) and French overseas departments is not possible.

Voucher shipping 2.00 €

The delivery takes place from Monday to Friday (between approx. 8 am to approx. 7 pm) and Saturday (between approx. 8 am to approx. 4 pm) with our delivery service.

Standard delivery of cakes, gift baskets & wine 5.99 €

When specifying your desired delivery date, please take into account that the standard delivery time with our delivery service for a package is approx. 2 to 4 business days.

Delivery is from Monday to Saturday approx. 8:00 am - 7:00 pm (for cakes only Tuesday to Saturday) with our delivery service. In case of non-arrival, the driver is entitled to deliver the package to a neighbour or to leave a notification so that the recipient can pick up the package at the post office the following working day.

Flowers Today (Last Minute) Delivery and Flowers Worldwide

Our floral greetings from the categories "Flowers Today" and "Flowers Worldwide" are delivered by our floristry partners directly on site. The delivery takes place at the shop's usual business hours. Delivery on Sundays and public holidays is not possible. Nevertheless, we try to make this possible for you and request that you to contact us directly by phone: 05303 99098 0 or by email at info@floraprima.de.

Please note that we must receive your order at least one business day before the requested delivery date for delivery to countries outside Europe. Delivery in Asia and Australia can take up to 2 business days.

Delivery to the US is not possible on Sundays.

Please always provide the recipient's phone number for orders abroad. Our floristry partners will call to determine the exact delivery time and to confirm the recipient's address before the delivery.

3. Delivery Time Table

Next day table

Order on	to	Delivery mostly on
Monday	5:00 pm	Tuesday
Tuesday	5:00 pm	Wednesday
Wednesday	5:00 pm	Thursday

Thursday	5:00 pm	Friday
Friday	5:00 pm	Saturday
Saturday	11:00 am	Monday
Sunday		Tuesday

Even with a guaranteed delivery, delivery on Sundays and public holidays is not possible. We can certainly take your desired date on Saturday into account. If the delivery service has not delivered the shipment on the requested delivery date or has attempted to deliver the shipment in individual cases (for reasons that remain solely with the delivery service), we will of course replace the shipping costs. This does not apply in the event that acceptance is denied, the recipient has not been found or the delivery address is incorrect.

"Flowers today and worldwide" table

Order on	to	Delivery mostly on
Monday	4:30 pm	Monday
Tuesday	4:30 pm	Tuesday
Wednesday	4:30 pm	Wednesday
Thursday	4:30 pm	Thursday
Friday	4:30 pm	Friday
Saturday	12:00 pm	Saturday
Sunday		Monday

Orders after 4:30 pm will not be delivered until the next working day. Delivery on Sundays and public holidays is not possible. We can certainly take your desired date on Saturday into account.

§ 8 Protection of minors

1. FloraPrima will only enter into contractual relationships with persons of legal age. Purchasers must ensure that the delivery of goods is accepted exclusively by them or by an adult person authorised by them to receive the delivery. The delivery of spirits and alcoholic beverages as well as tobacco products is made exclusively to persons over 18 years!

2. The purchaser releases FloraPrima from claims of third parties, which arise from the violation of the obligation of the purchaser in accordance with section 1.

§ 9 Reservation of changes

Flowers are seasonal. Due to the possibility that orders may be placed with us for deliveries that shall take place only after weeks or months, it is possible in some cases that certain flowers are not available on the delivery date.

If this occurs, we will inform you and give you the opportunity to change your floral greeting or, if you wish, to cancel the order.

If we cannot reach you using your specified contact details or not in time, we reserve the right to unilaterally change the delivery item in such cases. However, we will stick as close as possible to the model of the ordered bouquet and, if necessary, deliver flowers of higher value and quality.

§ 10 Cancellation policy

Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the consignor, has taken possession of the goods.

In order to exercise your right of withdrawal, you must contact us (FloraPrima GmbH, Didderser Straße 32, 38176 Wendeburg, Tel. : +49 (0) 5303-990980, Fax: + 49 (0) 5303-9709217 E-Mail: info@floraprima.de) with a clear explanation (e. g. a letter sent by post, fax or email) regarding your decision to withdraw from this contract. You can use the attached [standard withdrawal form](#), though this is not required.

To meet the cancellation deadline, it is sufficient that you send notice of exercising the right of withdrawal before the expiry of the withdrawal period.

Consequences of cancellation

If you withdraw from this Agreement, we must repay all payments we have received from you, including delivery charges (except for the additional costs arising from choosing a different delivery method beyond the most favourable standard delivery we offer), immediately and at the latest within fourteen days from the date on which the notification of your revocation of this contract reached us. For this repayment, we use the same means of payment that you used in the original transaction, unless otherwise agreed with you; in no case will you be charged repayment fees. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return the goods to us immediately and not later than fourteen days from the date on which you inform us of the cancellation of this contract. The deadline is met if you return the goods before the fourteen-day deadline has passed. You bear the immediate costs of returning the goods.

You only have to pay for any loss of value of the goods if this loss of value is due to handling that is not relevant to checking the nature, characteristics and functioning of the goods.

Legal exclusion of the right of withdrawal

The right of revocation does not exist in contracts for the delivery of goods that can spoil quickly or for which the expiration date would be quickly exceeded.

§ 11 Returns

Please send us your return request in text form. We will then immediately send you a return slip, by means of which you can return the goods to us without having to pay shipping costs.

§ 12 Payment in advance / payment terms / default consequences / credit check / reservation of ownership / exclusion of set-off

Due date

The customer must pre-pay, and the purchase price plus shipping costs is due immediately after order.

Payment terms

Payment can only be made by credit card (VISA, MasterCard, AMERICAN EXPRESS - the credit card charge is charged one day after order), direct debit (the payment is automatically made one day after the order), PayPal, immediate transfer or by bank transfer on invoice. In individual cases, FloraPrima GmbH may demand from the purchaser the execution of a return debit note as well as a transfer. In this case FloraPrima GmbH bears the costs of the return debit note.

Consequences of default

The customer is responsible for the costs of the return as well as the non-payment of a direct debit. Further claims for damages of FloraPrima GmbH are not affected. In the event that a reminder from FloraPrima GmbH remains in vain, FloraPrima GmbH **will transfer** the claim to a collection company. After submitting the claim for both sale and servicing, the customer agrees that the information regarding the payment of the claim will be returned to FloraPrima.

Credit check

For orders on invoice or by direct debit, we will check your credit. For this purpose, we use information regarding your previous payment history from infoscore Consumer Data GmbH, Rheinstraße 99, 76532 Baden-Baden and CRIF GmbH, Dessauerstraße 9, 80992 Munich and SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden. In addition, we obtain credit information based on mathematical-statistical methods using your address data CRIF GmbH, Dessauerstraße 9, 80992 Munich and infoscore Consumer Data GmbH, Rheinstraße 99, 76532 Baden-Baden and SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden.

Retention of ownership

The delivered goods will remain the property of FloraPrima GmbH until the final payment of the purchase price plus shipping costs is received.

Exclusion of set-off

Offsetting by the purchaser is only permitted if the purchaser's alleged counter-claim is undisputed, legally established or if a legal dispute over this claim is ready for ruling.

§ 13 Jurisdiction and applicable law

Jurisdiction for registered traders, legal persons under public law, is Braunschweig. Mutual claims between FloraPrima GmbH and persons acting within the framework of their commercial or independent professional activity are subject to the law of the Federal Republic of Germany.

§ 14 Liability

A liability of FloraPrima GmbH, its representatives and vicarious agents, is excluded, as far as damages are not based on a grossly negligent or intentional breach of duty. This does not apply to the negligent breach of obligations, the fulfilment of which enables the proper execution of the contract, the breach of which jeopardises the achievement of the purpose of the contract and on the compliance of which you as a customer regularly rely. For commercial transactions, liability is also limited to the damage typically incurred in transactions of this kind.

The above paragraph does not apply to damage resulting from injury to life, body or health. Any liability arising from the Product Liability Act remains unaffected.

§ 15 Complaints / dispute resolution

Since 15 February 2016, the EU Commission has provided a platform for out-of-court settlement. This gives consumers the opportunity to settle disputes in connection with their online order without the intervention of a court. The dispute resolution platform can be found with the external link <https://ec.europa.eu/consumers/odr/>. However, we are not obligated to participate in a dispute resolution procedure before a consumer arbitration board nor are we, in principle, prepared to do so.

[Print Terms and Conditions](#)

Our terms and conditions can be downloaded here as a PDF document. For viewing the file you need the free [Acrobat Reader](#),

[Download GTC as a PDF](#)

[Print cancellation form](#)

Our withdrawal form can be downloaded here as a PDF document. For viewing the file you need the free [Acrobat Reader](#),

[Download cancellation form as PDF](#)