

Fleuriot fleurs

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General conditions Fleuriot – On-line shop

Article 1 – Application of the conditions

The present conditions of sale are contracted between the company Fleuriot Fleurs, whose headquarters is situated at 26, rue de la Corraterie and any individual or legal entity wishing to make a purchase through our Internet site: www.fleuriot.ch

The present conditions of sale define the contractual relationship between Fleuriot and the buyer, as well as all conditions applicable to any purchase made through the commercial site of Fleuriot, whether the buyer be an individual or a business person.

Acquiring goods or services through this site means that the buyer accepts the present sales conditions without reserve.

These conditions of sale will prevail over any other general or particular conditions not expressly agreed to by Fleuriot.

Fleuriot reserves the right to modify its conditions of sale at any time. In this case, the conditions which apply will be those in force at the date of the buyer's order.

Article 2 – Products and services

Generalities

The products and services offered are those figuring in the offer presented in the Fleuriot on-line shop. The pictures and descriptions are indications and information. Their aim is to show the buyer examples of the general aspect, the harmony of colours of bouquets, arrangements, plants, flowers or other floral creations. The client chooses a product which corresponds the most to his/her requirements. All the flowers presented are not necessarily available the whole year round. Therefore Fleuriot reserves the right to modify the floral composition in function of arrivals of merchandise. Our florists will respect the image chosen by the buyer as far as possible.

We consider that our clients agree with this way of working and cannot accept any complaints concerning modifications of the kind of flower chosen or a small aesthetic change in the composition.

If we are unable to propose a similar product because of a lack of supply at a certain point in time, we will contact the client by E-mail or by telephone in order to propose an alternative. If we cannot reach him/her, we will put the order on hold. If we have no news from the client within 30 days, we will cancel the order.

No extra charges will apply.

In case of very precise wishes or special requests, we advise clients to make their order 3 to 4 days before delivery is needed, so that we can order the necessary products in order to create your floral message.

The bouquets ordered with Fleuriot are exclusive creations, developed by highly qualified florists, which guarantees a very high level of creativity. Our choice is regularly upgraded in function of the seasons, tendencies and/or events.

Everything we propose is of the highest quality and utmost freshness. We make daily purchases, both in this country and abroad.

Article 3 – Prices

Generalities

The prices shown in our on-line shop vary according to the seasons, the market prices and rates of exchange. The rate of exchange used is that valid at the moment of payment, effected through Saferpay.

Prices shown on our site are exclusive of taxes (H.T.) and in Swiss Francs.

The VAT rate applied is that which is valid in Switzerland on the day of the order.

At this date, 2 rates are applied: bouquets, roses and bereavement arrangements are taxed at 2.4%. Other arrangements, vases and material are taxed at 7.6%.

As far as VAT is concerned, the costs of delivery are linked to the product ordered.

Any changes in the rate of VAT will be applied.

Deliveries abroad, made through our partners, are not subject to VAT.

We offer our clients the possibility to choose and display prices in Swiss Francs (CHF), in Euros (€) and in American Dollars (\$), thanks to our exchange convertor.

Fleuriot reserves the right to modify its prices with the understanding that the price shown in the catalogue on the day of an order will be the only prices charged.

Concerning the service "Other places in Switzerland" we will invoice the sum of CHF 25.-.

For deliveries abroad, given that minimum prices vary according to the products and the addressee country, we ask you to request an estimate before making your final order.

Article 4 – Orders

Generalities

The buyer who wishes to acquire a product or a service must:

- indicate the quantity desired and a price equal to at least the minimum cost
- define the date of delivery and at least sign the message, to guarantee that he is not questioned by the recipient
- choose the place of delivery and the identity of the recipient
- give at least his/her E-mail address, and telephone number in case there is any difficulty with the order
- validate his/her order after checking it
- effect payment through one of the options proposed.

It is possible to choose to ask for an estimate in order to obtain confirmation from the sales department. It is then necessary to return to the option >order confirmation> to finalise the order with secured payment.

It is also possible to give credit card details by telephone.

Order confirmation means that the present sales conditions are accepted, that they have been read and understood and that the buyer renounces the possibility of applying other conditions.

Confirmation is equal to a signature and acceptance of the operation effected.

All orders are checked. They may be the object of a request for extra information. In this case, the order may be suspended.

Acknowledgement of receipt

For each order, an acknowledgement of receipt will be sent as soon as possible, by E-mail, during the working hours of our main shop. The number of the order will be given as well as detailed information on the article(s) purchased, the price, the date of delivery and the addresses of both the sender and the recipient.

If you should not receive confirmation of your order, please contact our client service number: +41 (0)22 310 36 55.

Cancellation and the right to revoke an order

All orders may be cancelled up to 48 hours before the required date of delivery. It is absolutely necessary to indicate the number of the order concerned.

After this time, cancellations of orders will only be accepted in exceptional circumstances. We cannot automatically guarantee total reimbursement of the order.

All cancellations of orders must be sent to us by E-mail to: boutiqueonline@fleuriot.ch or by telephone: +41 (0)22 310 36 55 (sales department) during the opening hours of our main shop.

Archives –Proof

Fleuriot will archive order forms and invoices on a reliable and lasting support which constitutes a faithful copy according to the provisions currently applicable.

Fleuriot's computerised records will be considered by both parties proof of communication, orders, payments and all transactions undertaken by both parties.

Article 5 – Payment

Methods of payment

Payment is required at the time of ordering, in the chosen currency: CHF, € or \$.

Payment will be made by debiting bank cards thanks to the "Saferpay" security system which uses SSL (Secure Socket layer) protocol, so that the information transmitted is coded by software. No outside person can reach the information transported on this network.

Article 6 – Delivery in and around Geneva

Generalities

Deliveries are made to the addresses indicated on the order form.

Deliveries are made in rounds.

If the recipient is absent when our delivery man arrives, he will leave a note. He will then try to reach the recipient by phone. If it proves impossible to deliver the flowers on the required day, we will inform you by E-mail or telephone as soon as possible.

Concerning weddings and funerals, we promise to respect the details given by the client: place and time.

For special orders, please note your wishes in the "Remarks" section and contact our main shop: +41 (0)22 310 36 55 (sales department).

Geographic coverage

Main shop: FLEURIOT, 26, Corratierie, 1204 Geneva

Others: Cornavin, platform 1
Airport – Arrivals.

In and around Geneva

The areas covered can be found within the details concerning the costs of our deliveries. Certain places, especially in the Canton of Vaud, can be delivered more economically by one of our partners, especially for orders under CHF 100.-.

We make deliveries ourselves and guarantee to respect the delivery date. Our delivery service respects your wishes very carefully, except in cases of force majeure. We sometimes have problems with traffic. If the address given is incorrect or incomplete, we do our best to find the right place. Or we will contact you by E-mail or telephone and will suspend delivery.

We reserve the right to invoice delivery charges twice if we have to go back because of a mistake on your part.

Elsewhere in Switzerland

We transmit your order to a good affiliated florist, near to the place of delivery. We pass on your chosen instructions. The flowers, bouquets, arrangements and compositions delivered will not be identical to ours. Each florist has its own style and creates according to the flowers he/she has at his/her disposal.

Abroad

First of all, your order reaches us in the form of a request for an estimate. We will then inform you if the price is below the minimum or if we need any important further information, according to our opening times and official holidays in each country. It is necessary to respect the different time zones: we require between 24 and 48 hours to make a delivery abroad.

Affiliated florists in each country have their own styles. We guarantee high quality service but different from Fleuriot's own.

Calendar of deliveries

7/7 throughout the year, except for:

- Sundays and official holidays: by special request between 10 a.m. and noon
- Saint Valentine's Day – 14th February: given the large quantity of orders we receive for this day, we may exceptionally deliver on the 13th, especially for office deliveries.
- On Mother's Day, our delivery service works until noon. Later orders will be delivered on the Monday following this day.
- During the Christmas period, we guarantee normal service.

Article 7 – Precision of information

Exactness of the delivery address

Please make sure that the delivery address and the local phone number which figure in your order are correct and complete. We can assume no responsibility in case of delays or non delivery because of an incorrect or incomplete address. So that your order may be processed as fast as possible, the following details may also be useful:

- deliveries to hospitals: giving the name of the service and the room number will help. We guarantee delivery as far as the reception desk of the hospital or clinic
- deliveries to hotels: please indicate the room number and the name under which the recipient is registered at the reception (couple, group, etc.). We guarantee delivery as far as the reception desk of the hotel.

Article 8 – Complaints/Disputes

For orders carried out and delivered directly by Fleuriot, in and around Geneva, if the quality of our service should not be completely satisfactory, please inform us of your complaint, also giving a photo, by E-mail to: boutiqueonline@fleuriot.ch within the 3 days following the delivery. We will transmit it to our affiliated partner. The answer should reach us within 15 days and we will then contact you.

Article 9 – Sales service

This service is open:

Monday to Friday: 8 a.m. to noon and 2 p.m. to 6 p.m. Saturdays: 8 a.m. to noon. GMT+1.

For all information concerning your order, we are at your disposal by E-mail at: boutiqueonline@fleuriot.ch or by phone at: + 41 22 310 36 55.

Article 10 – Confidentiality

Personal details

According to laws concerning data processing, data bases and freedom, nominative personal details concerning the buyer may be the object of automated treatment.

In no case do we give your information to third parties and use them only to process your order. We will not use them so that other companies send you advertising. If you so wish, we reserve the possibility of sending you a newsletter or information concerning the evolution of our on-line shop and our activities. You have the possibility, at any point in time, of refusing our newsletters through your Privilege Account.

You also have the possibility of cancelling your Privilege Account by sending a message to our sales service.

If you forget your password, our file server will automatically send you another.

Of course, all details used to process your order will remain confidential and will never be passed on to a third party.

Article 11 – Security and data protection

Data protection

For Fleuriot.ch, the integrity of your private sphere is absolutely top priority. We undertake to guarantee to protect data with maximum security. Fleuriot.ch only uses your data to process your orders. Your E-mail address and your personal details are treated confidentially and never given to third parties. The passwords are checked by the system to match your user code and your E-mail address. You will only obtain a connection if they all correspond.

Information concerning your credit card is secured by <Saferpay> - see Article 5.
At the end of the ordering process, data will be transmitted directly through a coded circuit to the credit card office and validated by Fleuriot.

Article 12 – Intellectual Property

All parts of the web site www.fleuriot.ch are and will remain the exclusive intellectual property of Fleuriot Fleurs SA. Nobody is authorised to reproduce, exploit, diffuse or even use for whatever purpose, even partially, any element of the web site, be it software, visual or sound elements. Any simple or hypertext link is strictly forbidden without express written agreement from the management of Fleuriot Fleurs.

Article 13 – Jurisdiction

We respect Swiss law and apply it in the management of our company.
The courts of Geneva are judged competent.

Geneva, 11th December 2006