

INTRODUCTION

Acceptance of this contractual document, which will govern the contracting of products through the website, <https://www.florespana.es/>, implies that the user has read and understands what is set out herein. Likewise, he/she has the necessary capacity to contract, assuming all the obligations contained in this document. Likewise, the provider reserves the right to modify the conditions of use of the website without this affecting the goods or promotions that were acquired prior to the modification. For this reason it is your responsibility to read them periodically as the conditions in force at the time of use of the website or the conclusion of the contract will be those that apply to you.

IDENTITY OF THE PARTIES

On the one hand is the company FLORESPAÑA (brand: FLORESPAÑA and website www.florespana.es) with registered office at Calle de Vivons 21-7, 46006 in Valencia, Spain. The personal data provided by the visitor will be treated in accordance with the Privacy Policy which can be found on the website <https://www.florespana.es>. Likewise, by using our website you are responsible for the accuracy of the information provided about you.

OBJECT O CONTRACT

This document will regulate the contractual relationship of purchase and sale born between the provider (florespana.es) and the user (You) at the moment in which the user accepts during the online contracting process the corresponding box. The contractual relationship of purchase and sale entails the delivery, in exchange for a determined price and publicly exposed through the web site, of a specific product or service.

CONTRACTING PROCEDURE

The contracting procedure may only be carried out in English and/or Spanish. In the event that it can be carried out in any other language, this will be indicated before starting the contracting procedure. Placing an order implies full and unconditional acceptance of the general terms and conditions of sale. Therefore, the buyer shall not impose contrary conditions on the seller, unless they have been expressly accepted, regardless of when they are sent to his attention. We inform you that in accordance with article 27 of Law 34/2002 on Information Society Services and Electronic Commerce, the contracting procedure will follow the following steps:

1. Processing of the order. Once the article selection process has been completed, the order confirmation section will follow. Here the customer is asked to identify himself/herself. This confirmation makes the agreement between the parties effective.
2. Customer registration. The customer registers by filling in a form with his personal and payment details, registering in the system with a user name and a specific password. The user must undertake to make diligent use of the same and not to make them available to third parties, as well as to notify the provider of the loss, theft or possible unauthorised access by a third party, so that the platform can be blocked immediately.
3. Shopping basket. The items to be purchased must be selected and added to the shopping cart by clicking on the corresponding icon. In any case, the provider's contracting platform will inform the user, once the contracting procedure has been completed, by e-mail regarding all the characteristics, price, forms of transport, contracting date and estimated delivery of the product or service contracted.

The products appearing on the website are offered in real time, i.e. all products are available in our warehouses. In case of lack of stock of any product, the customer may place a reservation order by sending us a Whatsapp message or writing to info@florespana.es. If the customer has already made the payment and there is no stock to be able to make the delivery within 5 working days and we will refund the amount.

DELIVERY OF ORDERS/GOODS

- Once the Shipping Confirmation has been sent, the product will be delivered to the address indicated by the user when placing the Order within approximately one to six (1-6) working days from when they leave FLORESPAÑA's warehouses (partners).
- There will be a total of 2 attempts to deliver the product to the address indicated by the transport company contracted by FLORESPAÑA (third party). The shipment will be deposited for a maximum of 8 working days at a collection point or office until it is returned to the sender.
- FLORESPAÑA assumes no responsibility when the delivery of the product does not take place as a result of the data provided by the user being false, inaccurate or incomplete or when the delivery cannot be made for reasons beyond the control of the shipping company assigned for this purpose, such as the absence of the user or the retention of the product in Customs.
- Delivery times are always approximate, although FLORESPAÑA always tries to comply with them.
- FLORESPAÑA does not arrange (with the recipient or client) a specific and exact date before or during the placement of the order.
- All the products offered on the website enjoy the commercial guarantee (15 days for outdoor plants and 30 days for indoor plants) of the supplier of the product. FLORESPAÑA has an after-sales service, while the guarantee is in force, the customer can execute it by sending an e-mail to info@florespana.es.

DIMENSIONS AND SPECIFICATIONS OF THE PLANTS ON THE WEBSITE

- The dimensions of our plants are always approximate to those indicated in the product description. As these are natural products, no two are identical. The measurements in centimetres (cm) of the height are taken from the bottom of the pot to the highest point of the plant. In the case of hanging plants, Calatheas, Strelitzias, Aglaonemas, and others that may vary in height depending on the opening of their leaves, we measure from the base to the longest leaf or stem.
- The terms mentioned in "the name of the product URL link" are not definitive or binding; only the specifications in the summary of the order confirmation are binding.
- If the specifications of the item do not match what is presented on the online product page, and an agreement has been reached regarding the alternative offered by FlorEspaña, then only the details of that agreed alternative will be considered valid.

PRICE AND PERIOD OF VALIDITY OF THE OFFER

- The prices indicated for each product are in euros and include the legally established VAT. However, these costs, unless expressly stated otherwise, include the costs of shipping, handling, packaging, shipping insurance or any other additional services and annexes to the product or service purchased.
- The prices applicable to each product will be those published on the website and automatically applied by the contracting process in the last phase of the same. The client assumes that in any case the economic valuation of some products may vary in real time. In any case this will always be communicated in advance to users. If an error is discovered in the purchase price of a product that you ordered, we will inform you as soon as possible so that you can reconfirm the order or cancel it.

FORMS OF PAYMENT AND EXECUTION OF THE ORDER

- Only payments made by credit or debit card (Visa, Visa Electron, MasterCard), Klarna, PayPal or Bank Transfer will be accepted.
- All payments made by the Provider shall be subject to the issuance of an invoice in the name of the registered user. This invoice will be automatically sent to the e-mail address provided by the

user, as well as sent together with the purchased product. For any information about the order, the user will be provided with an e-mail address info@florespana.es.

- The availability of the products offered by FLORESPAÑA may vary depending on customer demand. Although FLORESPAÑA updates its stock periodically, the product requested by the client may be out of stock at that moment.
- In the event of non-execution due to unavailability, FLORESPAÑA will notify the client by e-mail as soon as it becomes aware of this situation. The period of this communication will in no case exceed a maximum period of 7 days.
- In any case, the subject of the message must include the order number assigned, indicating in the e-mail the confirmation of the purchase.

RIGHT OF WITHDRAWAL

- According to the provisions of article 103 of Law 3/2014, of 27 March, which amends the revised text of the General Law for the Defence of Consumers and Users (Spain), the supply of services or goods made according to the specifications of the consumer or clearly personalised, or which, by their nature, cannot be returned or may deteriorate or expire rapidly, are exempt from the right of withdrawal.

RETURNS & REPLACEMENTS NATURAL PLANTS

If the delivery of the item(s) ordered does not meet expectations, FLORESPAÑA undertakes to return the product for a new one in the following cases:

- The product sent is wrong and does not correspond to what was ordered.
- The quantity of items is not matching to what was ordered.
- If the product arrives damaged and the damage is minor, an amount related to the case will be offered to the buyer of the product.
- If the product is damaged and the decision is made to replace the damaged item, FLORESPAÑA will bear the cost of the new shipment.
- Contact us within 48 hours from the date of receipt of the order at the delivery address. You must send an email to the address: info@florespana.es or a message by WhatsApp to +34 603 30 45 11, attaching one or more photographs where damage, inconsistency, or the incorrect product is evident and clear. Always provide the order number.
- If natural plants are deposited at a parcel shop, logistics centre, or pick-up point and are not collected within 48 hours of delivery, FLORESPAÑA is not responsible for any damage or loss.
- After 48 hours from the time of delivery, FLORESPAÑA is not responsible for any damage to the natural plants delivered to the specified delivery address.
- The right of withdrawal doesn't exist for natural plants.
- FLORESPAÑA reserves the right to assess each case based on the circumstances and to request additional information and evidence from the carrier, supplier, and/or receiving party. This investigation may take up to 7 business days.

RETURNS OF ARTIFICIAL PLANTS, POTS, TOOLS AND FERTILISERS

The customer will have a period of up to fourteen (14) calendar days from receipt of the order to exercise their right of withdrawal, without giving any reason. The direct costs incurred by the return will be paid by the customer, not being refunded the amount paid by the customer for shipping costs (round trip). Returns will not be accepted if the packaging of the product and all its components are not the original ones or if they are not in perfect condition. Before returning the product (or products), the Client must ensure that it is properly protected and sealed so that it does not suffer any damage during transport. FLORESPAÑA may withhold reimbursement until the products are returned, as well as reduce the amount to be reimbursed when the products are returned in poor condition, in accordance with the provisions of article 108.2 of Royal Legislative

Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws. Once the goods have been received and checked by FLORESPAÑA, the amount of the purchase will be refunded within a maximum period of 15 (fifteen) days from receipt of the returned goods.

- FLORESPAÑA reserves the right to assess each case based on the circumstances and to request additional information and evidence from the carrier, supplier, and/or receiving party. This investigation may take up to 7 business days.

QUALITY GUARANTEE 30 DAYS / 15 DAYS

- FLORESPAÑA's natural houseplants have a 30-day growth guarantee and natural outdoor plants 15 days from the moment of succeeded delivery to recipient or delivery point.
- The customer must always give FLORESPAÑA the opportunity to investigate recourse to the 30-day growth guarantee.
- If the customer successfully claims the growth guarantee, we will first of all send him a new plant or refund the amount paid for the respective plant or a part of the amount related to the type of incidence.
- The customer may not invoke the growth guarantee if a defect and/or damage to the product or plant is the result of: a. careless use; b. incorrect or non-performed maintenance; c. excess or lack of water; d. damage caused by fire, lightning, floods, natural disasters, explosions, frost or extreme weather conditions; e. improper planting, pruning or care of the delivered plant.
- If the customer wishes to enforce his warranty, please let us know by email: info@florespana.es

COOKIE POLICY

Florespana, on its own account or that of a third party contracted to provide measurement services, may use cookies when the user browses the website. Cookies are files sent to the browser by means of a web service for the purpose of recording the user's activities during their browsing time. The cookies used are only associated with an anonymous user and their computer, and do not in themselves provide the user's personal data. Through the use of cookies it is possible for the server where the website is located to recognise the web browser used by the user in order to make browsing easier. They are also used to measure the audience and traffic parameters, control the process and number of entries. The user has the possibility of configuring their browser to be notified of the reception of cookies and to prevent their installation on their computer. Please consult the instructions and manuals of your browser for further information. In any case, cookies are of a temporary nature with the sole purpose of making their subsequent transmission more efficient. Under no circumstances will cookies be used to collect personal information.

APPLICABLE LAW AND JURISDICTION

This contract is governed by the applicable Spanish law. The parties agree to submit to the courts and tribunals of Spain for the resolution of any controversy, dispute or claim arising from this contract, as the place of conclusion of the contract and the provision of the services covered by this contract.