

General Terms and Conditions Florisgifts

Section I General provisions

Florisgifts uses WOW Cadeau for the sale of property rights in the form of a voucher to Customers. With the voucher the Gift-entitled designated by the Customer can order products, packages, gift vouchers or gift cards or donations to a charity against redemption of the login details on customername.wowcadeau.nl.

Article 1. Definitions

In these terms and conditions, the following definitions apply:

Acceptor:

the actual (underlying) provider of packages, gift vouchers, products and/or digital or physical gift cards;

Assortment(s)

the approved assortment selected by the Customer

products/arrangements/gift vouchers/gift cards and/or donations to a good cause as shown in the Webshop;

Order period

The period within which the Gift-entitled is offered the opportunity to redeem a WOW Gift voucher;

Code file:

Excel file with Login details;

Giving moment:

the Giving moment contains the Login details with which the Gift-entitled can make a choice from the assortment as shown in the Webshop;

Gift(s):

the product/arrangement/gift voucher/gift card or donation to a charity from the Assortment;

Gift-entitled:

the employee and/or relation designated as such by the Customer;

Login credentials:

unique combination of a login code and a password that entitles you to order product(s), package(s), gift voucher(s) or gift card(s) or donation(s) to a charity via the Webshop or by telephone via customer service;

Customer:

the company or institution that enters into an agreement with Florisgifts to provide WOW Cadeau (or have it provided);

Customer service:

telephone service where Gift-entitleds can place an order and/or share questions or comments;

Customer variables:

the texts, logo and colors supplied by the Customer, which Florisgifts uses to shape the giving moment, and the webshop;

Unreleased login details:

a combination of a login code and a password that has been ordered by and delivered to the customer but which has not been issued by the customer to a Gift-entitled;

Unredeemed login details:

a combination of a login code and a password that has been issued by the customer to the Gift-entitled, but with which a gift recipient has not placed an actual order;

WOW Gift:

the WOW Gift concept;

Owner of WOW Cadeau established in Rotterdam and registered in the trade register under number 58119191;

Webshop:

the online shop specially built for the Customer in which the Assortment can be found and from which the Gift-entitled can make a choice against redemption of the login details;

Article 2. Applicability

1. These General Terms and Conditions only apply to all legal relationships between Florisgifts, Customer and Gift-entitled and they are an unconditional part of the obligation between them. These General Terms and Conditions expressly do not apply to the relationship between Customer and Gift-entitled – Acceptor.
2. Deviating specific contracts provisions that have been agreed in writing between Florisgifts and the Customer take precedence over these General Terms and Conditions.
3. Impairment of the validity of any article or provision in an article of these terms and conditions of sale does not affect the validity of other articles or provisions.
4. The applicability of general terms and conditions or stipulations of the Customer are expressly rejected by Florisgifts and therefore do not apply to the obligation between the Customer and Florisgifts.
5. Changes or additions to one or more provisions in these General Terms and Conditions only apply if they have been expressly agreed in writing by the parties. Such changes and/or additions only relate to the agreement.

Article 3. Customer service

1. Florisgifts provides a telephone Customer Service where Gift-entitled can go with questions, telephone orders and / or comments. This Customer Service will be available from Monday to Friday from 08:30 to 22:00 and on Saturday from 09:00 to 17:00. Florisgifts is free to change the opening hours of the Customer Service based on the need.
2. The telephone number of the Customer Service ((inter)local rate) will be communicated to the Gift-entitled.
3. In addition to telephone support, the Gift-entitled can also send an e-mail to WOW Cadeau Customer Service via a fill-in screen on the WOW Cadeau website. Florisgifts strives to answer every e-mail within two working days.
4. Gift-entitled who have not yet received their order 30 days after the order date must inform the Customer Service within 1 month after the end of the order period. After this date Florisgifts can no longer deliver the order.

Article 4. Description Assortment in the Webshop

1. At the time of publishing the Assortment on customername.wowcadeau.nl the description of the Assortment is correct. However, the Assortment may be subject to (minor) changes in terms of content. Florisgifts strives to immediately change the description of the Assortment on customername.wowcadeau.nl accordingly.
2. Photos published on customername.wowcadeau.nl of experiences and/or products serve exclusively to illustrate the service or product in question. Florisgifts tries to paint as clear a picture as possible of what the Gift-entitled receives from the WOW Gift.
3. It is possible that the delivery period of a Gift from the Assortment, indicated on customername.wowcadeau.nl, differs from the actual delivery duration. This is due to any waiting times. Florisgifts can therefore not guarantee that the alleged delivery period will be complied with. The stated times are therefore without obligation and can vary. Florisgifts cannot guarantee the quality and error-free nature of data published online, for example directions or product information.

Article 5. Use customername.wowcadeau.nl

The use of customername.wowcadeau.nl is the risk of the Customer. Downloading or otherwise obtaining content from or in connection with customername.wowcadeau.nl is done for the Customer at his/her own risk. The Customer is solely responsible for damage to the Customer's computer system or other technical devices used for this purpose, the loss of data or other damage caused by downloading content or other transactions of Florisgifts. Any liability under the product liability legislation remains unaffected. Advice or information received by the Customer in the context of the use of customername.wowcadeau.nl, either in writing or orally, do not constitute guarantees from Florisgifts, unless this has been expressly agreed.

Article 6. Notice

WOW Cadeau is a brand of Florisgifts. Without the prior consent of Florisgifts, this trademark may not be published or used in any other way. The customer grants permission to Florisgifts to use its name and logo as a reference on Florisgifts' publications, such as on the Florisgifts website and brochures. This only after consultation with the Customer. The Customer acknowledges that all content on customername.wowcadeau.nl, as well as all required software ("Florisgifts Software") that is used for the benefit of customername.wowcadeau.nl, content of the advertisements of Florisgifts and its partners /acceptors or other third parties on customername.wowcadeau.nl, as well as information of which the Customer WOWCadeau.nl or customername.wowcadeau.nl or via a posted on it takes note of copyrights, trademarks, patent rights or other protection rights or laws respectively are protected.

Article 7a. Right of withdrawal upon delivery of Gift(s)

1. In the event of withdrawal when purchasing a Gift on customername.wowcadeau.nl, the Gift-entitled who is also a consumer has the possibility to terminate the agreement without giving reasons during fourteen days. This period starts on the day after receipt of the order by or on behalf of the Gift-entitled.
2. During this period, the Gift-entitled must handle the order and the packaging(s) with care. He will only unpack or use the order to the extent necessary to assess whether he wishes to keep the Gift. If the Gift-entitled wishes to exercise his right of withdrawal, he will return the Gift(s) with all accessories and, if possible, in the

original condition and packaging to the seller. If the Gift-entitled exercises his right of withdrawal, at most the costs of return will be borne by him.

Article 7b. Exclusion of the right of withdrawal

1. If the Gift-entitled does not have a right of withdrawal, Florisgifts will clearly state this in the offer, at least before the conclusion of the agreement;
2. Exclusion of the right of withdrawal is only possible for products:
 - that have been established by Florisgifts in accordance with the Customer's specifications;
 - which are clearly personal in nature;
 - which, by their nature, cannot be returned;
 - that can spoil or age quickly;
 - the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
 - for individual newspapers and magazines;
 - for audio and video recordings and computer software of which the consumer has broken the seal;
3. Exclusion of the right of withdrawal is only possible for services:
 - concerning accommodation, transport, restaurant business or leisure activities to be carried out on a certain date or during a certain period;
 - the delivery of which has started with the express consent of the consumer before the cooling-off period has expired;
 - concerning betting and lotteries.

Article 8. Resale

1. Commercial resale of WOW Cadeau is strictly prohibited, unless otherwise agreed in writing. In the event of violation of these provisions in Article 8, Florisgifts reserves all rights and claims, in particular the right to compensation.
2. For any violation against the provisions of article 8 and with the exclusion of the objection of continued action, the user undertakes to determine a contractual penalty of €1000 for each prohibited act of resale of WOW Cadeau. Florisgifts expressly reserves the right to claim any further damage.

Article 9. Dissolution

1. The agreement will be dissolved without judicial intervention after a written statement by Florisgifts at the time when the Customer is declared in a state of bankruptcy or applies for (provisional) suspension of payment.
2. As a result of the dissolution, existing claims become immediately due and payable. The customer is liable for the damage suffered by Florisgifts, including loss of profit.
3. If the Customer has returned a signed order confirmation and the Customer still wants to cancel the order, Florisgifts will charge 25% of the principal sum to the Customer.

Article 10. Liability

1. The total liability of Florisgifts due to an attributable shortcoming in the fulfillment of the agreement with the Customer is limited to compensation of direct damage up to a maximum of 10% of the invoice amount excluding VAT. The liability is at all times limited to a maximum of the amount of the payment to be provided by the insurer of Florisgifts in the appropriate case.
2. Direct damage is exclusively understood to mean:
 - the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
 - any reasonable costs incurred to have the defective performance of Florisgifts comply with the agreement, unless this defect cannot be attributed to Florisgifts;
 - reasonable costs incurred to prevent or limit damage, insofar as the Customer demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.
3. Florisgifts is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.
4. The limitations of liability for direct damage included in these terms and conditions do not apply if the damage is due to intent or gross negligence of the user or his subordinates.
5. Florisgifts is furthermore not liable for actions and/or behaviour of the Acceptor and/or third parties engaged by it, nor liable for acts or behaviour of the Customer. Florisgifts is not liable for the payment by the Acceptor of the services mediated by Florisgifts, but only for the careful selection of the relevant Acceptor, the correct mediation of the arrangement(s), gift voucher(s) or gift card(s) and demonstrable transmission of information, communications, declarations of intent and payments between the Customer and the Acceptor.
6. Florisgifts accepts no ultimate liability in the event of non-performance, not timely, incomplete, or not proper performance, including, but not limited to, bankruptcy of the Acceptor, including the inability to redeem a gift voucher or gift voucher with the Acceptor, without prejudice to it in art. 3.4. certain and without prejudice to our right to still comply with what has been stipulated by the other party, insofar as the law allows this and with due observance of the provisions of art. 14.2. and Article 19.1.
7. Florisgifts is not liable for the correctness, quality or completeness of content made available by the Customer or Acceptor.
8. Descriptions and images in our prospects, catalogues or other advertisements are not a promise of Florisgifts towards the Customer/Acceptant and do not form part of the content of any mediation agreement with the Acceptor.

Article 11. Force majeure

1. The parties are not obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault, and is not for their account under the law, a legal act or generally accepted views.
2. In these General Terms and Conditions, force majeure is understood to mean, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, on which Florisgifts cannot exert any influence, but as a result of which Florisgifts is unable to fulfil its obligations. Strikes in the Florisgifts also has the right to invoke force majeure if the circumstance that prevents (further) performance occurs after Florisgifts should have fulfilled its obligation.
3. The parties may suspend the obligations under the contract during the period during which the force majeure continues. If this period lasts longer than four weeks, each of the parties is entitled to dissolve the agreement, without obligation to pay compensation for damage to the other party.
4. For as many Florisgifts at the time of the occurrence of force majeure has now partially fulfilled its obligations under the agreement or will be able to fulfill them, and the fulfilled or to be fulfilled part has independent value, Florisgifts is entitled to the goods or to invoice a part to be fulfilled separately. The customer is obliged to pay this invoice as if it were a separate agreement.

Article 12. Remaining

1. The conditions set here remain in force in the event that Florisgifts change name, legal form or owner in whole or in part.
2. These General Terms and Conditions, all offers, agreements and the execution thereof, are exclusively governed by the Dutch law. Any disputes arising from or related to the agreement to which these general terms and conditions apply or concerning these general terms and conditions themselves and their interpretation or execution, both of a factual and legal nature, and which cannot be settled amicably by the parties, will be submitted exclusively to the competent court in Rotterdam. These general terms and conditions are leading and the previous general terms and conditions can therefore not be invoked.

Section II further provisions regarding the ordering and delivery of WOW Gift

Article 13. WOW Gift

1. The order period runs from opening webshop to closing webshop, according to the period that the customer in the order system of Florisgifts has chosen.
2. The Gift(s) is/will be selected by means of the login details via the Internet or with the help of the Customer Service. The personal data of the Gift-entitled will only be used for sending order confirmations, sending information regarding the order and after explicit permission of the Gift-entitled possibly for the satisfaction survey. The privacy of the Gift-entitled is guaranteed in accordance with the Personal Data Protection Act.
3. Florisgifts cannot guarantee that all Gifts are and remain always available. In exceptional cases, for example if a Gift is chosen much more often than expected or if the suppliers of Florisgifts cannot deliver or deliver the agreed quantities, Florisgifts are permitted to place such a Gift in backorder and send it later. In this case, the Gift in the Webshop will contain the message 'not orderable'. Furthermore, Florisgifts are permitted to replace a Gift with a minimum equivalent or better alternative. In both cases, this will be clearly stated with the Gift in the Webshop. Finally, there is the possibility that a Gift will be sold out and will therefore no longer be available while Florisgifts can also not offer a replacement Gift. In that case, the Gift will be removed from the website and an alternative will be shown. During the term, notifications will appear in the Webshop with the Gifts about their stock status.
4. At the time of the conclusion of the agreement between Florisgifts and the Customer, the Gifts all represent on average a consumer price equal to the chosen budget of Klant. Consumer prices can be changed by retail chains themselves and Florisgifts can therefore not guarantee that the value of the Gifts will still be equal to the consumer price during the order period when the agreement is concluded. Florisgifts accepts no liability for the consequences of this.
5. Acceptance of the gift card(s) and/or gift voucher(s) takes place according to the conditions of the issuer/acceptor of the relevant gift card and/or gift voucher. Florisgifts accepts no liability for the consequences of this.

Article 14. Delivery Gift(s) WOW Gift

1. After ordering, the Gift(s) will be delivered to the Gift-entitled within 5 working days at the delivery address specified by him/her and delivered by the carrier. In busier periods, the delivery of the Gift may take a few days longer.
2. If the Gift(s) cannot be delivered, the carrier will try to offer the order to one of the neighbors; the addressee will receive a notification in the mailbox. Should the

Neither the gift-entitled nor the neighbors are present, then a message will be left and the

Gift-entitled to collect the order at the post office or DHL Service Point for a period of seven days. After this period, the order will be returned to Florisgifts. Florisgifts will then take care of the necessary checks of and contacts with the Gift-entitled in order to still be able to deliver the order.

Article 15. Payment and settlement WOW Gift

1. The customer pays Florisgifts a fee per Giving moment.
2. All prices are inclusive of VAT, unless otherwise indicated.
3. The total compensation must be paid by the Customer to Florisgifts as follows:
4. After signing the agreement or after placing the order, the customer receives the invoicehour in the amount of 25% of the order placed by the customer which must be paid within 14 days after the invoice date, 50% must be paid for the opening of the Webshop. Florisgifts reserves the right not to open the Webshopand if the payment obligation has not been met. Florisgifts will inform the Customer in good time about a payment that has not yet been received.
5. If a Gift-entitled chooses to have his selected Gift(s) shipped to Belgium and/or Germany, additional postage costs will be charged to the Customer. Shipping to other countries, besides Belgium and Germany, is only possible in consultation. Magazine subscriptions can only be ordered for Dutch addresses. Shipping costs to Belgium and Germany will be charged separately after closing the Webshop on the basis of subsequent calculation.
6. No later than 6 weeks after closing the Webshop Florisgifts will submit a final invoice of 25%, in which any credits and the charities are settledin accordance with the provisions of paragraph 10 and paragraph 11. Payment must be made within 14 days of the invoice date, in a manner to be indicated by Florisgifts in the currency in which the invoice was made.
8. If the Customer has not paid within the period set out in paragraph 6, Florisgifts has the right to charge interest from the due date, without prejudice to our further rights such as charging (extra)judicial (collection) costs. The method of calculation is in accordancewith that of the statutory commercial interest rate. The percentage will be equal to that of the statutory commercial interest rate, increased by 4%. 9. Payments received by Florisgifts shall first of all be deducted from the amounts provided for in paragraph 7. (legal and extrajudicial) costs, then on the interest due and finally on the longest due invoice or claim, even if the other party indicates otherwise.
10. The Customer can order additional login details up to one week before the end of the OrderPeriod.
11. Even if the Customer (very) shortly after the initial order increases the number, this is seen as an additional order. Additional orders are delivered separately from the initial order. The additional orders willbe invoiced separately and directly from 100%. Florisgifts reserves the right to deliver additional orders via letters in WOW Cadeau house style or via digital codes that must be printed out by the Customer.
12. It is not possible to cancel ordered Giving Moments. Over-ordered Giving Moments will be settled under paragraph 12 in accordance with the provisions of this contract.
13. A maximum of 5% of the number of Giving Moments ordered by the Customer can be credited by Florisgifts, if and insofar as the Giving Moments have not been issued. The Unreleased Giving Moments must be returned no later than 31 January and in the possession of Florisgifts. Unspent Giving moments will be credited at the same time as the final settlement. This condition only applies to initial orders from 201 Giving moments. Per credited Giving moment, € 5.00 in administration costs will be charged.
14. 14. The amount due to the charities at the end of the ordering period is transferred in full (100%) by Florisgifts. The amount that benefits the charities will be transferred (within 60 days after the expiry of the Order Period) by Florisgifts on behalf of Gift-entitled of the Customer.

Section IV further provisions regarding the construction of a Webshop and delivery of Customer variables

Article 16 Webshop

1. Florisgifts takes care of the construction of a Webshop in the corporate identity of the Customer. All this within the possibilities that the template developed by Florisgifts offers for this. This flexibility consists of a word of welcome when entering the shop on behalf of the Customer and the customer's logo and colours. In addition, there is the possibility to show a video message on the Webshop.
2. The Webshop is built in such a way (platform) that at least 95% of all internet browsers can be logged in and ordered. Currently, the following browsers are supported.
 - Internet Explorer 7.0 or higher;
 - Firefox 3.0 or higher for Windows;
 - Google Chrome 5.0 or higher;
 - Safari / Firefox for Mac;
 - Opera 10.0 or higher.
4. Other browsers are supported as long as they adhere to the W3C standards.
5. In addition, the Webshop has been made suitable for mobile devices (smartphone, tablets), such as an iPhone and iPad and Android systems.
6. Due to individual settings on PCs and/or network/firewall/cookie restrictions, it may happen that some Gift-entitled have problems ordering. They can then adjust their settings or pass on the order in another way (other computer or via customer service). In addition, it has been found that 1% of the Gift-entitled do not complete the ordering process properly and therefore do not place an order while they are under the impression that they have completed the order

correctly. Florisgifts accepts no liability if, due to one of the above reasons, Gift-entitled cannot order via the internet or have not placed a correct order.

7. Florisgifts ensures that the Gift-entitled can go to a special internet page with information with their questions. Florisgifts also makes a Customer Service available for questions regarding orders.