

CUSTOMER TERMS AND CONDITIONS

1. General

1.1 Terms and Conditions: These T&Cs (hereinafter referred to as "Terms and Conditions") govern all orders placed with DM Flowers (hereinafter referred to as "the Company") by any customer or entity (hereinafter referred to as "the Customer"). These Terms and Conditions constitute a legally binding agreement between the Company and the Customer. By placing an order with the Company, the Customer agrees to these Terms and Conditions in their entirety.

2. Quotations

2.1 Quotation Validity: All quotations provided by the Company are valid for a period of **7 days** from the date of issuance unless otherwise specified in writing. The validity period of a quotation is established to ensure that the Customer is provided with accurate pricing and terms for a reasonable timeframe. After the specified validity period has expired, the Company reserves the right to revise the quotation as deemed necessary.

2.2 Revision of Quotations: Quotations are subject to availability and may be revised at any time at the discretion of the Company, with prior written notice to the Customer. The Company understands that market conditions, availability of specific flower varieties, and other factors may change over time. Therefore, the Company may revise a quotation to reflect these changes while maintaining transparency and providing the Customer with reasonable notice.

2.3 Binding Nature of Quotations: Quotations provided by the Company are estimates and are not binding until a formal order is placed and accepted by the Company. Quotations serve as a guideline to provide the Customer with a cost estimate based on the information available at the time of issuance. The Company shall not be bound by the quotation until the Customer formally confirms an order and the Company subsequently accepts that order in writing.

2.4 Acceptance of Quotations: The Customer acknowledges that the acceptance of a quotation by the Company is contingent upon the Company's ability to fulfill the order based on the availability of flowers and other logistical considerations. The Company reserves the right to accept or reject any order, in whole or in part, at its sole discretion, without any obligation to provide justification for such acceptance or rejection.

2.5 Order Confirmation: No quotation shall be deemed accepted until confirmed in writing by the Company. To initiate the formal order process, the Customer must provide written confirmation to the Company, including agreement to the terms and conditions associated with the quotation. The Company's written acceptance of the order serves as the binding agreement between the parties.

2.6 Customer Responsibility: The Customer is responsible for ensuring the accuracy of all order details, including quantity, specifications, and delivery information, at the time of confirming the order. Any discrepancies or inaccuracies in the order details are the sole responsibility of the Customer, and the Company shall not be held liable for errors or omissions in the order resulting from inaccurate information provided by the Customer.

2.7 Modification of Quotations: Once a quotation is accepted by the Customer and an order is confirmed, modifications to the order may only be made with the written consent of the Company, and any associated changes in cost, terms, or delivery schedule will be determined at the Company's sole discretion.

2.8 Non-Disclosure Obligation: The Customer acknowledges and agrees that any quotations, price lists, or pricing information provided by The Company are confidential and proprietary. The Customer shall not

disclose, share, or disseminate any such information to any third party without the prior written consent of The Company.

2.9 Use for Evaluation: The Customer may use the provided quotations, price lists, or pricing information solely for the purpose of evaluating potential business transactions with The Company. Any other use or disclosure to third parties, including competitors or potential competitors of The Company, is strictly prohibited.

2.10 Confidentiality Undertaking: The Customer shall take all reasonable measures to protect the confidentiality of the provided quotations, price lists, and pricing information, including but not limited to restricting access to authorized personnel only.

2.11 Survival of Confidentiality Obligation: The confidentiality obligation under this section shall survive and remain in effect even after the termination, cancellation, or expiration of any business discussions or agreements between the parties.

3. Orders

3.1 Order Placement: Orders placed by the Customer must be submitted in writing, whether through electronic means or otherwise. The written order is necessary to ensure clarity and transparency in the transaction process and to maintain a formal record of the order.

3.2 Order Acceptance: The Company reserves the right to accept or reject any order, in whole or in part, at its sole discretion. The acceptance of an order is contingent upon the Company's ability to fulfill the order based on various factors, including flower availability, logistical considerations, and adherence to these Terms and Conditions. The Company shall not be bound to provide flowers until it has accepted the order in writing.

3.3 Accuracy of Order Details: The Customer is responsible for ensuring the accuracy of all order details provided at the time of confirming the order. These details include, but are not limited to, the quantity of flowers, specifications of the flowers, delivery address, and requested delivery date. It is the Customer's responsibility to thoroughly review the order details and notify the Company of any discrepancies or inaccuracies prior to the order's acceptance.

3.4 Modification of Orders: Modifications to orders, whether in terms of quantity, specifications, or delivery details, may only be made with the written consent of the Company. Any changes to the order may result in adjustments to the order's cost, terms, or delivery schedule. The Company retains the right to determine the acceptability of requested modifications at its sole discretion.

3.5 Cancellation of Orders: In the event the Customer wishes to cancel an order, the Company's written consent is required. The Customer shall be responsible for any associated costs and expenses incurred by the Company as a result of such termination or cancellation. Cancellation terms will be determined by the Company's assessment of the situation, taking into account the order's stage of fulfillment and any losses incurred.

3.6 Order Confirmation: No order shall be deemed accepted until confirmed in writing by the Company. To initiate the formal order process, the Customer must provide written confirmation to the Company, acknowledging agreement to the terms and conditions associated with the order. The Company's written acceptance of the order serves as the binding agreement between the parties.

3.7 Customer Responsibility: The Customer acknowledges that it is their responsibility to communicate any specific requirements, including flower specifications and delivery instructions, at the time of order confirmation. Failure to do so may result in additional costs or complications in order fulfillment. The

Company shall not be held liable for any issues resulting from incomplete or inaccurate order details provided by the Customer.

3.8 Delivery Date and Time: The Customer is responsible for specifying the requested delivery date and time. While the Company shall make reasonable efforts to accommodate such requests, it does not guarantee exact delivery times. Delivery times are estimates, and the Customer acknowledges that the Company may face logistical challenges that can affect the delivery schedule. Delivery times should not be considered of the essence unless otherwise agreed in writing.

3.9 Precedence of Company's Terms and Conditions: In the event that the Customer or the order is subject to separate terms and conditions, whether specified by the Customer or any third party, the Terms and Conditions presented on the Company's website shall always prevail. These Terms and Conditions constitute the primary and overarching agreement between the Company and the Customer in all matters related to quotations, orders, quality assurance, delivery, and any other transaction. Any conflicting or supplementary terms and conditions, whether attached to a Customer's order or provided by any third party, shall be considered subordinate to these Terms and Conditions, and the provisions within these Terms and Conditions shall take precedence.

3.10 Non-Disclosure Obligation: The Customer acknowledges and agrees that the details and specifics of orders placed with The Company, including order quantities, delivery schedules, and any related documentation, are confidential and proprietary. The Customer shall not disclose, share, or disseminate any such order-related information to any third party without the prior written consent of The Company.

3.11 Use for Fulfillment: The Customer may use the provided order-related information solely for the purpose of fulfilling their obligations under the order and for coordinating with The Company. Any other use or disclosure to third parties, including other customers, competitors or potential competitors of The Company, is strictly prohibited.

3.12 Confidentiality Undertaking: The Customer shall take all reasonable measures to protect the confidentiality of order-related information, including but not limited to restricting access to authorized personnel only.

3.13 Survival of Confidentiality Obligation: The confidentiality obligation under this section shall survive and remain in effect even after the fulfillment, termination, cancellation, or expiration of any orders or agreements between the parties.

4. Quality Assurance

4.1 Quality Commitment: The Company is committed to providing flowers of the highest quality in accordance with industry standards. The Company recognizes that its reputation for excellence is based on the quality of the flowers it supplies. It strives to deliver flowers that meet or exceed customer expectations. While the Company strives to meet customer expectations, it cannot guarantee that flowers will be free from natural variations inherent to their nature.

4.2 Variations in Natural Products: The Customer acknowledges that flowers are natural products and, as such, may exhibit natural variations in colour, size, and appearance. These variations are inherent to the nature of flowers and are not considered defects. The Company cannot guarantee that each flower will be identical in all aspects, but it is committed to ensuring that the flowers conform to the highest standards of quality and freshness. The Company does not guarantee the exact uniformity of each flower and cannot be held liable for these natural variations.

4.3 Quality-Related Claims: In the event that the Customer has concerns or claims related to the quality of the flowers delivered, such claims must be submitted in writing within **24 hours** of receipt. To support such

claims, the Customer may be required to provide photographic evidence, as requested by the Company, to assist in assessing the nature of the quality issue.

4.4 Responsibility for Handling and Storage: The Company shall not be held liable for any quality-related claims if the flowers have been subjected to improper handling, storage, or environmental conditions by the Customer. It is the responsibility of the Customer to ensure that the flowers are handled and stored in a manner consistent with industry best practices to maintain their quality.

4.5 Resolution of Quality Claims: Upon receiving a quality-related claim, the Company will conduct a thorough investigation to determine the validity of the claim. The Company's decision regarding the resolution of such claims shall be final. Possible resolutions may include replacement, credit, or refund, as determined by the Company, based on the specific circumstances of the claim.

4.6 Farms Accountability: The Company is committed to working with its flower farms to ensure that the flowers supplied meet the highest quality standards. The Company maintains stringent quality control measures throughout the supply chain to minimize the occurrence of quality issues. However, the Company shall not be held liable for issues originating from the flower farms, and any recourse against the flower farms shall be pursued solely by the Company.

4.7 Compliance with Industry Standards: The Company strives to adhere to industry best practices and standards in terms of post-harvest care, handling, and quality assurance. However, the Customer acknowledges that, due to the nature of the floral industry, achieving a specific quality level is not always guaranteed.

4.8 Continual Improvement: The Company aims to improve its flowers and services. It appreciates feedback from customers and suppliers to enhance its quality control processes and provide better products. However, the Company cannot commit to specific quality levels beyond industry norms.

4.9 Notification of Quality Claims: Any quality-related claims must be made in writing and submitted to the Company's designated point of contact as specified in the "Notices" section of these Terms and Conditions.

5. Airfreight and Delivery

5.1 Delivery Commitment: The Company is committed to delivering flowers in a timely and efficient manner. While the Company will make reasonable efforts to meet agreed-upon delivery dates and times, it cannot guarantee exact delivery times. Delivery times provided are estimated and are not to be considered binding, unless otherwise explicitly agreed upon in writing.

5.2 Risk of Delay: The Customer acknowledges that factors beyond the Company's control, including but not limited to adverse weather conditions, customs delays, or logistical challenges, may impact the timely delivery of flowers. The Company shall not be held liable for any such delays, and the Customer accepts any associated risks.

5.3 Delivery Address: The Customer is responsible for providing accurate and complete delivery addresses for the flowers. The Company shall not be responsible for issues arising from inaccuracies or omissions in the delivery address provided by the Customer.

5.4 Acceptance of Delivery: The Customer or its authorized representative must be available to accept the delivery of flowers at the specified delivery address. If the Customer or its representative is not available at the time of delivery, the Company may leave the flowers at the delivery location, and the risk of loss or damage thereafter shall be borne by the Customer.

5.5 Alternative Delivery Arrangements: In the event that the Customer or its representative is not available to accept the delivery, alternative delivery arrangements may be made, subject to the Company's discretion. Additional fees may apply for such arrangements, and the Customer shall be responsible for these costs.

5.6 Inspection of Delivered Flowers: The Customer is responsible for inspecting the delivered flowers upon receipt and notifying the Company of any issues related to the quality or quantity of the delivered flowers within **24 hours**. The Company shall not be held liable for any issues that are not reported within this specified timeframe.

5.7 Loss or Damage in Transit: The Company is committed to ensuring that flowers are adequately packaged for airfreight to minimize the risk of damage during transit. However, the Customer acknowledges that there may be instances of loss or damage during transit. The Company will work with the Customer to investigate such issues and may provide replacement flowers, credit, or refund, at its sole discretion.

5.8 Title and Risk: Title to the flowers and risk of loss or damage shall pass to the Customer upon the delivery of flowers to the specified delivery address, whether accepted by the Customer or its representative.

5.9 Airfreight and Shipping Charges: Airfreight and shipping charges associated with the delivery of flowers shall be determined by the Company based on the specified delivery location, volume of flowers, and other logistical considerations. The Customer shall be responsible for these charges unless otherwise agreed upon in writing.

5.10 Customs and Import Regulations: The Customer acknowledges that the importation of flowers may be subject to customs and import regulations of the destination country. The Customer also acknowledges that there might be further controls imposed by customs upon arrival to Australia, which might affect delivery dates and also the quality of flowers.

5.11 Incoterms: The parties agree that the delivery terms shall be governed by the applicable Incoterms as specified in the quotation or order confirmation, and the interpretation of the chosen Incoterms shall prevail in the event of any dispute or ambiguity regarding delivery terms.

6. Lead Times

6.1 Lead Time Commitment: The Company is committed to providing customers with estimates of lead times for the preparation, packing, and delivery of flowers. These estimates are provided for planning purposes and may vary based on factors beyond the Company's control, including but not limited to seasonal variations, flower availability, and logistical considerations. Customers should consult with the Company for specific lead time estimates for their orders.

6.2 Customer Planning: Customers are encouraged to plan their orders well in advance to allow for sufficient lead time, especially for time-sensitive events. The Company shall not be held responsible for any issues arising from inadequate lead times.

6.3 Expedited Services: The Company may offer expedited services at the Customer's request, subject to additional charges. Such services may be subject to availability and may not be feasible for all orders. The Customer shall consult with the Company regarding the availability and terms of expedited services.

6.4 Seasonal Variations: The availability of certain flower varieties may be subject to seasonal variations. The Company shall not be held liable for delays resulting from the seasonal availability of specific flowers.

6.5 Changes to Lead Times: The Company reserves the right to make changes to lead times provided to the Customer, especially in circumstances beyond its control. Such changes will be communicated to the Customer as soon as practicable. The Company will make reasonable efforts to minimize the impact of any changes on the Customer's order.

6.6 Customer Notification: In the event of changes to lead times, the Company will notify the Customer of the revised estimates. The Customer may have the option to accept the revised lead times or request alternative arrangements. The Company will work with the Customer to address any issues arising from changes to lead times.

6.7 Acceptance of Lead Times: By placing an order, the Customer acknowledges and accepts the lead times provided by the Company. The Customer agrees not to hold the Company responsible for any issues arising from lead time variations, provided the Company has made reasonable efforts to meet the agreed-upon delivery dates.

6.8 Unforeseen Circumstances: The Company shall not be held liable for any delays arising from unforeseen circumstances, including but not limited to adverse weather conditions, labour strikes, or transportation disruptions, which may impact lead times.

7. Liability and Limitations

7.1 General Limitation of Liability: To the fullest extent permitted by applicable law, the Company shall not be liable for any direct, indirect, special, incidental, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, arising out of or in connection with the use of the Company's services, including but not limited to the purchase, handling, or delivery of flowers.

7.2 Force Majeure: The Company shall not be liable for any failure or delay in the performance of its obligations, including but not limited to the preparation, packing, and delivery of flowers, if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of nature, strikes, labour disputes, civil unrest, war, government actions, fire, or other unforeseeable events.

7.3 Quality-Related Claims: As detailed in Section 4, the Company's liability for quality-related claims is limited to the remedies specified therein, including possible replacement, credit, or refund. The Company reserves the sole discretion to determine the appropriate remedy based on the specific circumstances of each quality-related claim.

7.4 Customer's Responsibilities: The Customer acknowledges that its responsibilities, as outlined in Sections 5 (Airfreight and Delivery) and 6 (Lead Times), play a critical role in the success of the order. The Company shall not be held liable for issues arising from the Customer's failure to adhere to its responsibilities, including inadequate lead times or issues related to delivery.

7.5 Customer's Indemnity: The Customer agrees to indemnify and hold the Company, its employees, suppliers, and agents harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses, including legal fees, arising from or in connection with the use of the Company's services, the purchase of flowers, or any breach of these Terms and Conditions.

7.6 Maximum Liability: In no event shall the Company's maximum liability for any claim, whether in contract, tort, or otherwise, exceed the total amount paid by the Customer for the specific order that is the subject of the claim.

7.7 No Warranty: The Company provides flowers and services on an "as is" and "as available" basis. The Company does not make any warranties, representations, or guarantees, whether express or implied, regarding the quality, freshness, suitability, or fitness for a particular purpose of the flowers. The Customer accepts that flowers are natural products and may vary in colour, size, and appearance.

7.8 Non-Excludable Rights: Nothing in these Terms and Conditions is intended to exclude, restrict, or modify any rights that cannot be excluded, restricted, or modified under applicable law. To the extent that any provision in these Terms and Conditions conflicts with such rights, the non-excludable rights shall prevail.

7.9 Jurisdictional Limitations: Some jurisdictions may not permit certain limitations of liability or exclusions of warranties. To the extent that the laws of a particular jurisdiction prohibit any of the limitations or exclusions contained herein, such limitations or exclusions shall apply only to the extent permitted by law in that jurisdiction.

8. Termination and Cancellation

8.1 Termination by the Company: The Company reserves the right to terminate or suspend any agreement or order with the Customer if the Customer breaches these Terms and Conditions, fails to make payment for orders, engages in fraudulent activities, or if the Company has a reasonable basis to believe that the Customer's actions may cause harm or financial loss to the Company.

8.2 Termination by the Customer: The Customer may request the termination or cancellation of an order. Such requests should be submitted in writing to the Company. The acceptance of such requests is at the sole discretion of the Company. In cases where the Company accepts a cancellation request, the Customer may be subject to fees or charges as determined by the Company to cover costs incurred up to the point of cancellation.

8.3 Force Majeure: In cases of force majeure events, as outlined in Section 7.2 (Force Majeure), the Company may be entitled to terminate or suspend an agreement or order. In such cases, the Company will make reasonable efforts to notify the Customer as soon as practicable.

8.4 Effect of Termination: Upon termination or cancellation of an agreement or order, the Company shall have the right to recover any outstanding payments, fees, or charges owed by the Customer. The Customer acknowledges that the Company is not liable for any losses or damages resulting from such termination or cancellation, except as expressly provided in these Terms and Conditions.

8.5 Return of Funds: In the event of a termination or cancellation, the Company will make reasonable efforts to return any unused funds to the Customer within a reasonable timeframe. Any fees or charges incurred as a result of the termination or cancellation may be deducted from the funds to be returned to the Customer.

8.6 Pending Obligations: Termination or cancellation of an order or agreement does not relieve the Customer of any pending obligations, including but not limited to payment for delivered or partially prepared flowers, or compliance with any applicable laws or regulations.

8.7 No Waiver of Rights: The termination or cancellation of an order or agreement by the Company does not constitute a waiver of its rights to enforce these Terms and Conditions or seek remedies for any breaches or liabilities.

8.8 Survival of Provisions: Sections of these Terms and Conditions that, by their nature, should survive termination or cancellation, including but not limited to Sections 4 (Quality Assurance), 5 (Airfreight and Delivery), 6 (Lead Times), 7 (Liability and Limitations), and 9 (Governing Law and Dispute Resolution), shall continue to be in effect after termination or cancellation.

9. Dispute Resolution

9.1 Good Faith Negotiation: In the event of a dispute or disagreement arising from these Terms and Conditions, the Company and the Customer commit to engaging in good faith negotiations to resolve the matter amicably. The Company reserves the right to choose the location and method of negotiation that best suits its interests.

9.2 Mediation: If a dispute cannot be resolved through good faith negotiation, the parties agree to submit the matter to mediation. The Company shall have the exclusive right to select a qualified mediator. The costs

associated with the mediation process shall be borne by the Customer, unless the mediator determines otherwise.

9.3 Arbitration: If mediation does not result in a resolution, the parties agree to submit the dispute to binding arbitration. The arbitration shall be conducted in accordance with the rules and procedures of an arbitration body selected by the Company. The decision of the arbitrator shall be final and binding on both parties.

9.4 No Litigation: The parties agree not to initiate litigation or legal proceedings in a court of law unless arbitration has been completed and the arbitrator's decision has not been complied with by one of the parties. The parties further agree to waive any right to a trial by jury.

9.5 Costs of Resolution (Customer's Responsibility): The Customer shall bear all costs associated with dispute resolution, including legal fees and the costs of the arbitration process. The Company shall not be responsible for any of the Customer's costs, unless otherwise determined by the arbitrator.

9.6 Enforcement of Decision: The parties agree to abide by the decision of the arbitrator and undertake to implement any remedies or actions directed by the arbitrator. Failure to comply with the decision may result in enforcement through a court of competent jurisdiction, with the Customer being responsible for any legal costs incurred by the Company.

9.7 Confidentiality (Company's Right to Waive): All discussions, negotiations, and proceedings related to dispute resolution shall be treated as confidential. However, the Company reserves the right to waive confidentiality if it deems it necessary to protect its interests.

9.8 Exclusion of Injunctive Relief: The parties acknowledge that disputes arising from these Terms and Conditions are generally capable of being resolved through monetary damages. Therefore, the parties waive any right to seek injunctive or equitable relief, including but not limited to court orders, injunctions, or specific performance, except as may be required by law.

9.9 Governing Law (Company's Jurisdiction): The laws of the jurisdiction specified in Section 9.10 (Governing Law) shall govern this Dispute Resolution section. The Company reserves the right to choose the governing law that best serves its interests.

9.10 Governing Law and Jurisdiction (Company's Selection): This Dispute Resolution section shall be governed by and construed in accordance with the laws of the jurisdiction selected by the Company. Any disputes arising from or in connection with this section shall be subject to the exclusive jurisdiction of the courts of that jurisdiction, as chosen by the Company.

10. Governing Law

10.1 Choice of Governing Law: These Terms and Conditions and any agreements or orders arising from them shall be governed by and construed in accordance with the laws of the jurisdiction chosen by the Company. The Company reserves the exclusive right to select the governing law that best serves its interests.

10.2 Exclusion of Conflicting Laws: To the fullest extent permitted by applicable law, the parties expressly exclude the application of any law, statute, regulation, or jurisdiction that would render the provisions of these Terms and Conditions, agreements, or orders unenforceable or invalid. The Company's choice of governing law shall prevail.

10.3 Jurisdiction Selection (Company's Right): Any disputes or legal proceedings arising from or in connection with these Terms and Conditions, agreements, or orders shall be subject to the exclusive jurisdiction of the courts of the jurisdiction selected by the Company. The Company retains the exclusive right to choose the jurisdiction that best aligns with its interests.

10.4 Waiver of Conflicting Jurisdictions: The parties expressly waive any objection to the chosen jurisdiction as well as to the convenience of the forum. They further waive any right to assert that the chosen jurisdiction is an inconvenient or inappropriate forum for resolving disputes.

10.5 Exemption from Foreign Laws: The parties expressly agree that any foreign laws, regulations, or rules that may otherwise apply to the interpretation or enforcement of these Terms and Conditions, agreements, or orders shall not be applicable, and the parties waive any rights that might otherwise be conferred by such foreign laws.

10.6 Language of Legal Proceedings: Any legal proceedings, including but not limited to litigation, arbitration, or mediation, shall be conducted in the official language of the jurisdiction selected by the Company for governing law.

10.7 Dispute Resolution (Company's Jurisdiction): In the event of any dispute or legal proceedings related to these Terms and Conditions, agreements, or orders, the dispute resolution process, as outlined in Section 9 (Dispute Resolution), shall be conducted in accordance with the laws and procedures of the jurisdiction selected by the Company.

10.8 Protection of Company's Interests: The selection of governing law and jurisdiction by the Company is intended to provide protection and a fair resolution process that aligns with its interests. The Company's choice is final and binding upon the parties, and any objections to such choice are expressly waived.

11. Entire Agreement

11.1 Comprehensive Understanding: These Terms and Conditions, together with any written agreements, invoices, purchase orders, or contracts issued by the Company, constitute the entire agreement between the Customer and the Company. This comprehensive agreement supersedes any prior understandings, representations, or agreements, whether oral or written, regarding the subject matter herein.

11.2 Modifications and Amendments: Any modifications, amendments, or alterations to these Terms and Conditions or to any written agreements or contracts between the parties shall be in writing and signed by both the Customer and an authorized representative of the Company. No other modification or amendment shall be valid or enforceable unless it meets these criteria.

11.3 Non-Reliance: The Customer acknowledges that, in entering into these Terms and Conditions and any written agreement with the Company, it has not relied on any representation, warranty, statement, or promise made by the Company or its representatives, unless such representation, warranty, statement, or promise is expressly set forth in these documents.

11.5 Independent Review: The Customer further acknowledges that it has had the opportunity to seek independent legal or professional advice before entering into these Terms and Conditions or any written agreement with the Company. The Customer confirms that it has not been pressured, coerced, or unduly influenced into agreeing to these terms and has done so of its own free will and with full understanding.

11.6 Waiver of Oral Agreements: The parties expressly waive any right to assert the existence of any oral agreements or representations not expressly incorporated into these written documents. The written terms and conditions of the Company shall take precedence over any prior oral agreements or representations.

11.7 Counterparts: These Terms and Conditions and any written agreements may be executed in multiple counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

11.8 Electronic Signatures: The parties agree that electronic signatures, when provided in compliance with applicable laws and regulations, shall be deemed to have the same legal effect as physical signatures. The use of electronic signatures is accepted and valid for executing these documents.

12. Modification and Waiver

12.1 Written Modifications: These Terms and Conditions may be modified, amended, or altered only by a written agreement executed by both the Customer and an authorized representative of the Company. The written agreement must expressly state the modifications and the intention to amend these terms. No oral modifications shall be valid or enforceable.

12.2 Waiver of Rights (Company's Right): The failure of the Company to exercise any right or enforce any provision of these Terms and Conditions shall not constitute a waiver of such right or provision. Any waiver by the Company must be in writing and signed by an authorized representative. The waiver of any right or provision in a specific instance shall not imply a waiver of such right or provision in future instances.

12.3 No Implied Waivers: No act or course of conduct by the Company shall constitute a waiver of any right or provision unless explicitly stated in writing. The Company's rights under these Terms and Conditions are cumulative and may be exercised at any time and in any order.

12.4 Continued Performance: The continued performance of any obligations by the Customer shall not constitute a waiver of any rights or claims the Company may have under these Terms and Conditions. The Customer is not relieved of its obligations under these terms by the Company's acceptance of performance.

12.5 Interpretation and Effect: This section shall be interpreted in accordance with the principle that any waiver or modification must be clear and unequivocal. Any ambiguity or uncertainty regarding a waiver or modification shall be construed against the party asserting the waiver or modification.

12.6 No Reliance on Oral Agreements: The parties acknowledge that no oral agreements or representations, whether made before or after the execution of these Terms and Conditions, shall modify or waive any provision herein unless reduced to writing and executed in accordance with Section 12.1.

12.7 No Prejudice to Rights: The exercise or non-exercise of any right or remedy by the Company shall not prejudice or affect its other rights or remedies. The Company retains the full right to enforce these Terms and Conditions to the fullest extent of the law.

13. Severability

13.1 Enforceability of Provisions: In the event that any provision of these Terms and Conditions is found to be unenforceable, invalid, or illegal under applicable law or is deemed to conflict with such law, that provision shall be severed from these terms without affecting the enforceability, legality, or validity of the remaining provisions. The remaining provisions shall continue to be in full force and effect.

13.2 Modification to Preserve Intent: In the event of a provision's unenforceability, the Company shall seek to modify the provision in question to preserve its original intent to the fullest extent permitted by applicable law. The modified provision shall be enforceable to the extent of such law's allowance.

13.3 Reformation by Court: In the event a court of competent jurisdiction determines a provision to be unenforceable, invalid, or illegal and modification is not feasible under the law, the court may reform the provision to reflect the original intent of the parties. Any reformed provision shall be binding and enforceable as if it had been originally written in that manner.

13.4 Severability of Clauses: The severability of any specific provision shall not affect the validity or enforceability of entire clauses or sections within these Terms and Conditions. If a clause or section is deemed unenforceable, the remainder of the clauses and sections shall remain in full force and effect.

13.5 Continued Agreement: The severability of any provision shall not render these Terms and Conditions invalid or unenforceable as a whole. The parties intend for these terms to remain in effect, and any severed provision shall not impair the overall enforceability of the agreement between the parties.

13.6 Interpretation in Accordance with Intent: In interpreting the severability of any provision, the principle of preserving the original intent of the parties shall guide the analysis. The severance of a provision shall be considered as a last resort, with the preference being to modify or reform the provision as needed to align with that intent.

14. Notices

14.1 Written Notices: All notices, communications, requests, or demands under these Terms and Conditions, including any modifications or amendments, shall be in writing. Such written notices may be delivered by personal delivery, registered mail, or reputable courier service.

14.2 Recipient's Address: Notices to the Company shall be addressed to the Company's principal place of business, as specified in the Company's official correspondence or invoices, or to any other address as the Company may specify in writing.

14.3 Customer's Address: Notices to the Customer shall be addressed to the address provided by the Customer in their order or any other address subsequently provided in writing.

14.4 Effective Date: Notices shall be deemed effective upon actual receipt, as evidenced by a confirmation of receipt from the receiving party. If the notice is sent by registered mail, it shall be deemed received on the date of delivery, as indicated on the postal receipt.

14.5 Electronic Notices: The parties may agree to accept notices via electronic communication, such as email or facsimile. Any electronic notices shall be considered effective when they are transmitted, provided that the sender has confirmation of successful transmission.

14.6 Notice of Change: In the event of a change of address or contact information, the sending party shall promptly notify the receiving party of such changes in writing. Until such notice is provided, the most recent contact information on record shall be used for sending notices.

14.7 Notice Delivery Receipt: If a party sends a notice but does not receive confirmation of receipt within a reasonable period, it shall take reasonable steps to verify that the notice has been delivered to the intended recipient.

14.8 Language of Notices: Unless otherwise agreed by the parties, all notices shall be written in the language of these Terms and Conditions, which is the official language of the jurisdiction specified as the governing law.

15. Survival

15.1 Survival of Obligations: Notwithstanding any termination, cancellation, or expiration of these Terms and Conditions, the following provisions shall survive and continue to be in effect:

15.1.1 Payment Obligations: Any provisions related to payment obligations and the settling of outstanding invoices or charges shall survive and remain in effect until all such payments have been made in full.

15.1.2 Intellectual Property Rights: Provisions related to intellectual property rights, including restrictions on the use of the Company's intellectual property, confidentiality obligations, and any licenses or permissions granted by the Company, shall continue in force.

15.1.3 Liability and Limitations: Provisions pertaining to liability and limitations, including disclaimers, exclusions, and indemnification obligations, shall persist and be applicable.

15.1.4 Confidentiality: Provisions regarding the protection of confidential information and trade secrets shall remain in full effect.

15.1.5 Governing Law and Jurisdiction: The provisions specifying the governing law, jurisdiction for disputes, and the dispute resolution process, as outlined in Sections 10 and 9, shall survive and govern any disputes arising from these terms.

15.2 Termination of Rights: Any termination, cancellation, or expiration of these Terms and Conditions shall result in the termination of any rights, licenses, or permissions granted under these terms, unless otherwise expressly provided for in these terms or in a separate written agreement.

15.3 Continued Liability: The survival of these provisions shall not relieve the parties of any obligations or liabilities incurred before the termination or expiration of these terms, and the parties shall remain liable for any breaches of these terms occurring prior to such termination or expiration.

15.4 Interpretation of Surviving Provisions: The provisions that survive under this section shall be interpreted and enforced as if they are standalone agreements, irrespective of any termination or expiration of the main terms.

16. Invoices

16.1 Issuance of Invoices: The Company shall issue invoices to the Customer for the products or services provided under these Terms and Conditions. The format and content of the invoices shall comply with applicable legal and regulatory requirements.

16.2 Payment Terms: The Customer agrees to adhere to the payment terms specified in the invoices. Unless otherwise expressly agreed in writing, payment is due within 1 day from the date of the invoice. Payment shall be made in the currency specified in the invoice.

16.3 Late Payment: In the event that the Customer fails to make payment within the specified payment terms, The Company reserves the right to charge interest on the outstanding amount at a rate of 10% per month.

16.4 Currency Conversion: If payment is made in a currency different from that specified in the invoice, the Customer shall bear any currency conversion fees or charges incurred. The Customer is responsible for ensuring that the full invoiced amount is received by The Company.

16.5 Disputes: In the event of a dispute or disagreement regarding any charges on an invoice, the Customer shall promptly notify The Company in writing, specifying the nature of the dispute. Both parties agree to work in good faith to resolve the dispute.

16.6 Taxes and Duties: The Customer is responsible for any applicable taxes, duties, or other government-imposed charges related to the products or services provided under these terms, unless otherwise explicitly stated in the invoice. The Company shall clearly indicate any such charges in the invoice.

16.7 Invoice Corrections: If an invoice contains errors or inaccuracies, the Customer shall promptly inform The Company in writing, specifying the details of the correction required. The Company shall make reasonable efforts to correct any legitimate errors in a timely manner.



16.8 Record Keeping: Both The Company and the Customer shall maintain accurate records of all invoices, payments, and related documentation for a period specified by applicable law or regulation. These records shall be made available for inspection upon request by the other party or relevant authorities.

16.9 No Set-Off: The Customer may not set off or deduct any amounts from invoices, except with the express written consent of The Company. The Company reserves the right to set off any amounts due to it against any amounts owed by The Company to the Customer.

16.10 Past Due Invoices: In the event of a persistent failure by the Customer to settle invoices, The Company may suspend the provision of products or services, terminate the agreement, or take legal action to recover outstanding amounts, as permitted by applicable law.

16.11 Collection Costs: The Customer shall be responsible for all costs, including legal fees, associated with the collection of past due amounts or the enforcement of payment obligations.

16.12 Survival of Payment Obligations: The payment obligations set forth in these Terms and Conditions shall survive and remain in effect beyond the termination, cancellation, or expiration of any agreements between the parties.

By placing an order with DM Flowers, the Customer acknowledges that they have read, understood, and agreed to these Terms and Conditions in their entirety.