



Agreement For Supply – Terms and Conditions

This agreement is for the supply of flowers, hampers and/or other gift items between Ready Flowers Limited (CR 1285542 - Office 701, 7th Floor, Hua Fu Commercial Building 101 - 113 Queens Road West, Sheung Wan, Hong Kong, "Ready Flowers") and you, the supplier of flowers and gift items, for delivery to the **recipient** in your locality.

The Recipient is defined as the receiver of the gifts; the person to whom the bouquet, basket, gift and associated items is addressed at the address described on the Ready Flowers Order Summary.

The Purchaser is defined as the person who placed the order with Ready Flowers for the benefit of the Recipient.

This agreement is made for the purposes of this transaction and future transactions. Ready Flowers reserves the right to modify the terms of this agreement in future orders. Where those changes are of substance, a notice of change will be posted at the point of order acceptance on our web site.

Service Standards

Ready Flowers contracts your services to fulfill the order described in the Order Summary:

1. Supply the items described in the Bill of Materials listed in the Order Summary
2. Arrange those items in an attractive professional manner
3. Wrap flowers in wrapping paper and Ready Flowers branded sticker with a small water reservoir at the base
4. Attach and decorate gifts with a matching coloured ribbon
5. Attach a Ready Flowers branded card and envelope with the salutation and message neatly hand-written or typed
6. Arrange delivery for those items to the address and on the delivery date specified
7. Promptly notify and forward to Ready Flowers any and all customer complaints and concerns; and apply your best endeavour to solve the problem
8. Keep a proof of delivery (POD) from the delivery agent for up to 6 months from the final delivery date of each order.
9. Communicate the final delivery time to Ready Flowers and provide a proof of delivery within 1 business days when requested by the Purchaser
10. Take photos of the products set out in the Order as they leave your floral shop for delivery and when the products are delivered

The Ready Flowers Bill of Materials is a concise specification of the floral bouquet to be prepared and presented to the recipient. The Bill of Materials sets out the number of flowers, associated foliage, the minimum length of the stems and the presentation style. The order specifies a preferred delivery time. This may be presented as either a time range eg. between 1pm to 3pm, after a specified time (eg. please deliver after 5pm when she is home from work or before a specified time OR please deliver before the recipient leaves at 4:30pm). As a qualified professional you are contracted and expected to produce floral arrangements and gift hampers to a high professional standard. That standard includes:

1. Fresh, unblemished flowers that will last at least seven days with daily watering
Or
2. Fresh fruit and properly sealed and preserved foods and beverages
3. Fresh water in a small reservoir at the base of the flower stems
4. Fresh clean wrapping paper, ribbon and or baskets to complement the bouquet colours
5. Ensure that all products sent to customers pursuant to orders are sent with Ready Flowers' stationery, which is provided at no cost to your florist shop upon request
6. A small card with Ready Flowers branding with the customer's message neatly written or typed
7. Timely delivery of the item to the specified recipient address

By clicking on the "Accept" button you agree to the terms defined in this Agreement for Supply and you agree to supply, prepare and deliver the flowers specified in the Bill of Materials to the address specified at the price specified in the Order Summary. If you are unable or unwilling to supply the flowers at the specified price then please click on reject and state the amount needed to complete the order. Your request will be considered before the order is passed to the next available florist.

Unapproved substitution of flowers or sub-standard flowers is considered a breach of agreement. You must report to Ready Flowers any substitution of flowers which substantially change the theme or meaning of the products. Unless otherwise approved by Ready Flowers in writing and then in accordance with Ready Flowers' directions, you shall not charge a customer any fee, charge or other payment in relation to the fulfilment of an order. All consideration for such services provided by your business are included in the service fee paid by the Purchaser.

Should the recipient be unavailable to receive your delivery, you are responsible for the care and condition of the product(s) until you notify Ready Flowers and further instruction can be provided. If the order states that the delivery can be left on recipient's premises *as approved by customer*, you are to leave the delivery as instructed at a secured place sheltered from prevailing rain, wind and sunlight. It is up to you to take a picture of the product on recipient's premises which may be accepted as proof of delivery. When a correct recipient address has been given, Ready Flowers is not responsible for any additional delivery charges or payment should you need to re-deliver an order due to location not found, order sent to the wrong location, or theft of order when left unattended.

Payment is issued on a monthly statement basis and paid between the 15th day and the last day of the following calendar month for each monthly statement is issued by the end of the following month. For immediate payment, please charge the tabled cost on the Order Summary to the Ready Flowers credit card number provided. You may close your account at any time by alerting us by phone. Upon closure of an account, any pending transactions will be cancelled. Any funds relating to orders you have completed prior to the closing of your account, less any applicable fees, will be paid to you. You may not use closure of your account as a means of evading investigation - if an investigation is pending at the time you close your account, Ready Flowers may continue to hold your funds for up to 180 days as appropriate to protect Ready Flowers against the risk of customer refunds. If you are later determined to be entitled to some or all of the funds in dispute, Ready Flowers will make an additional payment of those funds to the bank account on record. You will remain liable for all obligations related to your account even after such account is closed. Any of the following events may lead to the holding of payment to your store:

- Reports of unauthorized or unusual bank account provided for your account;
- Reports of unauthorized or unusual credit card use associated with the account;
- Complaints received regarding non-delivery, product not as described, or problems with product

delivered;

- Receipt of potentially fraudulent funds;
- Excessive disputes or reversals, or attempts to "double dip" by receiving payment for orders you have already been paid for;
- Refusal to cooperate in an investigation or provide confirmation of delivery when requested;
- Contacting the customer or recipient for the purpose of requesting for any amount of money;
- Providing referrals to your own store with our orders;
- Providing information relating to the cost paid to your store, context of conversations between Ready Flowers and your store, or payment information to your store to the customer or other businesses, including via online websites, emails or forums;
- Opening multiple accounts under the same store name or location;
- The account has been used in or to facilitate fraudulent activity;
- Violations of this Agreement;
- Inaccurate or questionable bank account information;
- Receipt by Ready Flowers of excessive complaints regarding your account, business or service;

Disputed orders without a proof-of-delivery (POD) provided within 1 business day when requested is considered as no delivery, the full amount paid to you is deducted back on future statement. A proof-of-delivery (POD) must include the order number, date of delivery, name of recipient, delivery address and a signature of recipient. In cases of no recipient available, a photo of the order placed in a safe location at the delivery address may be accepted as proof. If a dispute is not in your favor, Ready Flowers may return funds to the customer and a determined amount may be debited from your account. Should you decide to close your account, Ready Flowers may continue to hold onto your final payment for up to 180 days as necessary to protect Ready Flowers against the risk of customer refunds.

Ready Flowers acknowledges that flowers, gourmet foods, containers and accessories may vary according to regional and seasonal availability. In some cases, substitutions of equivalent value and quality may be necessary to fulfill the customer's requirements. Please see our Substitution Policy and seek permission from our Call Centre staff for significant variations from the Bill of Materials. In the event of a dispute in regards to the flower / gift order, the local supplier agrees to bear full responsibility and legal liability regarding the flowers / gift basket delivered as part of the arranging service. This includes any damage or delivery issues that may occur. For your convenience, Ready Flowers Limited provides a worldwide 24 x 7 call centre service which assists in the dispute resolution process and is dedicated to resolving issues as soon as possible. For more detail please see the Dispute Resolution Policy.

Copyright and Trademark Notices:

All contents of Ready Flowers Limited Web Sites, such as text, graphics, logos, button icons, images, downloads, and software, is the property of Ready Flowers Limited Copyright 2012. The compilation of all content on this site is the exclusive property of Ready Flowers Limited. All software used on this site is the property of Ready Flowers Limited.

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Ready Flowers Limited web site may contain links to other web sites ("Linked Sites"). The linked sites are not under the control of Ready Flowers and Ready Flowers is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Ready Flowers is not responsible for webcasting or any other form of transmission received from any Linked Site. Ready Flowers is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Ready Flowers of the site or any association with its operators.

As a condition of your use of Ready Flowers Limited web site, you warrant to Ready Flowers that you will not use the Ready Flowers Limited web site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use Ready Flowers Limited web site in any manner which could damage, disable, overburden, or impair Ready Flowers Limited web site or interfere with any other party's use and enjoyment of Ready Flowers Limited web site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through Ready Flowers Limited web site(s).

Liability disclaimer

The information, software, products, and services included in or available through Ready Flowers Limited web site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Ready Flowers may make improvements and/or changes to the Ready Flowers Limited web site at any time. Advice received via the Ready Flowers Limited web site should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

To the maximum extent permitted by applicable law, in no event shall Ready Flowers and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of Ready Flowers Limited web site(s), with the delay or inability to use Ready Flowers Limited web site(s) or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through Ready Flowers Limited web site(s), or otherwise arising out of the use of Ready Flowers Limited web site(s), whether based on contract, tort, negligence, strict liability or otherwise, even if Ready Flowers or any of its suppliers has been advised of the possibility of damages. Because some Countries/States /Jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of Ready Flowers Limited web site(s), or with any of these terms of use, your sole and exclusive remedy is to discontinue using Ready Flowers Limited web site(s).

You shall not, except as authorised or required by law, reveal to any person whatsoever any of the confidential information, trade secrets, processes or dealings or any information concerning the organisation, business, finances, transactions, or affairs of Ready Flowers or any associated entities of Ready Flowers which may come to the knowledge of your business or its employees and agents. You shall keep confidential all confidential information regarding Ready Flowers and shall not use or attempt to use any such information in any manner which injures or causes loss, or is likely to injure or cause loss, either directly or indirectly to Ready Flowers or its business. All customer information is confidential to Ready Flowers and Ready Flowers owns all customer information.

Use of communication services

Ready Flowers Limited web site(s) may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Obtain personal or account details of a customer or contact any customer to discuss the customer's account with Ready Flowers
- Not to defraud or attempt to defraud Ready Flowers or any customer;
- Must not mislead or deceive, or make any false statements or representations to customers or any

other person in relation to Ready Flowers's products and services

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages
- Conduct or forward surveys, contests, pyramid schemes or chain letters
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded
- Restrict or inhibit any other user from using and enjoying the Communication Services
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent
- Violate any applicable laws or regulations

Ready Flowers Limited has no obligation to monitor the Communication Services. However, Ready Flowers reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Ready Flowers reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Ready Flowers reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Ready Flowers sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Ready Flowers does not control or endorse the content, messages or information found in any Communication Service and, therefore, Ready Flowers specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Ready Flowers spokespersons, and their views do not necessarily reflect those of Ready Flowers. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Materials provided to Ready Flowers Limited or posted at any Ready Flowers Limited web site

Ready Flowers does not claim ownership of the materials you provide to Ready Flowers (including feedback and suggestions) or post, upload, input or submit to any Ready Flowers Limited web site or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Ready Flowers, its affiliated companies and necessary sub licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. Ready Flowers is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Ready Flowers Limited's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

This agreement is subject to the laws governing the Special Administrative Region of Hong Kong, China. Actions for Breach of Agreement will be adjudicated in the courts of Hong Kong. Ready Flowers makes every effort to abide by the consumer laws of each territory and country within which we do business.

Relevant Documents

This agreement should be read and interpreted in conjunction with Ready Flowers policy commitment to the customer:

- [Customer Terms & Conditions](#)
- [Customer's Privacy](#)

These documents are binding between Ready Flowers and the customer and define the standards by which we conduct business in your country.