#### 1. Definitions

#### FleuraMetz

FleuraMetz B.V. and subsidiaries

### **Flower Points**

Virtual points, attributed by FleuraMetz to Card Holders based on their purchases.

## **Flower Point Program**

The loyalty program of FleuraMetz

#### **Flower Point Web Shop**

The web shop of FleuraMetz, where rewards may be purchased in exchange for Flower Points.

#### **Flower Point Program Card**

Card issued by FleuraMetz, reflecting the Flower Point Status of the Card Holder.

#### **Flower Point Status**

Defines the rate of Flower Point collection by Card Holder, based on monthly purchase figures. There are 3 (three) categories: Tulip, Rose, Orchid. Each category has its own rate of Flower Point collection, see <a href="http://www.fleurametz.com/flowerpoints">www.fleurametz.com/flowerpoints</a> for more details.

# **Card Holder**

Holder of a Flower Point Program Card.

# Client

Customer that purchases goods from FleuraMetz. One Client can consist of several Card Holders, i.e. if one Client has several shops that purchase from FleuraMetz.

#### Account

Electronic Flower Point wallet within the system of FleuraMetz. This is where earned Flower Points are collected and registered. When a Card Holder makes a purchase from the Flower Point Web Shop, the corresponding amount of Flower Points is subtracted from the Account.

# 2. Clause 1

## **Flower Points**

1.1 For the entire duration of the Flower Point Program, each recipient of a Flower Point Program Card (Card Holder) earns electronic Flower Points for every eligible purchase of flowers, plants or hard goods they make with FleuraMetz through our webshop. The rate with which Flower Points are collected is at the full and sole discretion of FleuraMetz. FleuraMetz will credit the Flower Points to the Account of the Card Holder.

1.2 The Flower Point Card is issued by FleuraMetz. It is a personal, numbered, non-transferrable card, representing the current Flower Point Status of the Card Holder that remains the property of FleuraMetz. When changes occur in the Card Holders details as provided to FleuraMetz, the Card Holder is to notify FleuraMetz as soon as possible. If and when a Card Holder reaches a different Flower Point Status, a new Flower Point Card is issued accordingly and the old card is to be destroyed or returned by the Card Holder.

1.3 The Flower Point Program and his terms & conditions can be modified or terminated by FleuraMetz at any time, and without prior notice. Changes and/or termination will be clearly communicated to the Card Holders.

1.4 Flower Points will remain valid up to 28 days after termination of the program. After this period Flower Points will expire and the Card Holders will lose all rights to any form of compensation or rewards.

1.5 If Card Holder does not purchase any goods from FleuraMetz over a period of 28 days, all accumulated Flower Points expire.

1.6 Customer is allowed to redeem points up to the value of £2000 or €2000 per quarter.

1.7 Flower Points are attributed to Card Holder when the Card Holder places an order with FleuraMetz. However, these points can only be used to purchase rewards after payment of the relevant invoice by Card Holder (should the invoice not be paid within the set payment term, all Flower Points earned with the order expire).

- 1.8 FleuraMetz reserves the right to deny or cancel the participation of any Card Holder from its Flower Point Program at all times and without justification thereof. This clause is subject to the terms stated in clause 1.4.
- 1.9 By agreeing to the terms and conditions of the Flower Point Program the Card Holder excludes the right to participate in any other FleuraMetz bonus scheme.

# 3. Clause 2 Rewards

1. Flower Points cannot be exchanged or transferred between Card Holders. A Card Holder can only make a purchase in the Flower Point Web Shop with the Flower Points in its own Account.

2. There are three ways to exchange Flower Points for rewards:

a. Exchange Flower Points for goods or services:

Exchanging Flower Points for goods or services is only possible at the Flower Point Web Shop of FleuraMetz: http://www.fleurametz.com/en/United-Kingdom/flowerpoints/Webshop/

The Card Holder chooses a product or service from the Flower Point Web Shop. FleuraMetz will deduct the corresponding number of Flower Points from the Card Holders Account. The nominal value of 1 Flower Point may differ per product or service. After the number of Flower Points is deducted, Card Holder receives the ordered product or service. When Card Holder has chosen a certain product or service to be purchased with their accumulated Flower Points, this choice is final.

# b. Exchanging Flower Points for cash:

Card Holder can exchange its earned Flower Points for cash, only when the Card Holders status has an orchid status. FleuraMetz will arrange payment of the relevant amount within a reasonable term. When Card Holder has chosen to exchange their Flower Points for cash, this choice is final.

c. Exchanging Flower Points for virtual coupons

Card Holder may choose to exchange the accumulated Flower Points for coupons, providing discounts for future orders placed with FleuraMetz. These coupons can be found at the Flower Point Web Shop. The corresponding value of a coupon is deducted from the next invoice/invoices. The value of a coupon, as well as the remaining value of a coupon after deduction from the last invoice, cannot be cashed or exchanged for any other products, services or points from the Flower Point Web Shop. Once the Card Holder has chosen to exchange its Flower Points for coupons, this choice is final.

# The terms and conditions as provided above were drafted under Dutch law, and and governed by Dutch law.

The terms and condition of the Flower Point Program are subject to the general terms and conditions of FleuraMetz. Should there be any contradictions between the two, the general terms and conditions of FleuraMetz will always supercede the terms and conditions of the Flower Point Program.