

Terms and Conditions

§ 1 Offer and contract conclusion

All our prices are without obligation. Due to seasonal availability of flowers variations of flower arrangement are possible. The order signed by the purchaser is binding.

§ 2 Prices and Payment

All prices are shown in Euros. Additional costs for delivery will appear as well as additional costs for greeting cards and possibly for additional items such as sparkling wine, wine, chocolates etc. The payment of the purchase price has to be paid exclusively to the bank account named on the purchase order.

Because of the differing prices at seasonal times the purchaser agrees that for the delivery only the paid value of goods is authoritative and not the possibly mentioned quantity. For a definite quantity delivery a binding co-ordinated price agreement is necessary beforehand. The purchaser also agrees that if the desired goods are not available at Robert Richert (Art of Flowers) other similar goods of the same value will be delivered.

§ 3 Delivery

Flower arrangements are delivered during our opening times (Monday to Friday from 08.00 to 18.30, Saturday from 08.00 to 13.00 and Sunday from 09.00 to 12.00). In cases of an 'Act of God,' deliveries cannot be guaranteed in due time. This applies to strikes, natural disasters, snow, black ice, riots etc. Generally orders will be personally delivered. If the addressee is not available the delivery will be handed to a suitable neighbour. Written details of where the delivery has been left will be in the addressee's mailbox.

§ 4 Retention of title

We reserve the right of property of the delivered good until full payment is received.

§ 5 Guarantee / Defects liability

We assure that the ordered goods are in a fresh and perfect condition at the time of the delivery. Complaints are only possible for 48 hours after delivery. This requires that the recipient takes the goods in question to our shop, Robert Richert, Art of Flowers, Frühlingsstraße 34, 85221 Dachau, to check it for deficiencies.

§ 6 Cancellation of Orders

With the distribution of the order signed by the purchaser the contract is considered binding. A possible cancellation of the order needs to be effected 3 days before the delivery date (by fax, letter or email). For cancellations which reach us too late an administrative charge for 10% of the order value will arise. The purchaser is responsible for the correctness of the recipient's address. For this purpose the purchaser is responsible for possible arising costs. This applies also if the addressee is not at home at the requested delivery date and the order cannot be delivered.

§ 7 Data protection

According to §§ 11–15 German Broadcast Media Act (TMG) we would like to point out that within the framework of order processing, necessary data will be processed and stored with the help of electronic data processing system. The data will be kept in confidence.

§ 8 Jurisdiction

Place of fulfilment and jurisdiction for both contracting parties is the place of business Robert Richert (Art of Flowers).

§ 9 Other

This contract and the whole privacy of the parties' contract are liable to the law of the Federal Republic of Germany to the exclusion of the United Nation Convention on Contracts for the International Sale of Goods (CISG). If some regulations of this contract are effect less or become effect less or contain a gap, the other regulations remain unaffected.