

GENERAL TERMS AND CONDITIONS

Article 1 – Definitions

In these General Terms and Conditions, the following definitions shall apply:

1. **Forrest Tasebo**, trading under the name **Handmade to Bloom**, established at Tasebo Sörtomten 1, 67195 Klässbol, Sweden, hereinafter referred to as: *Handmade to Bloom*.
2. Registered with the Swedish Tax Agency (Skatteverket) under organisation number 934011-9628 and legally represented by Mr. Maarten Meijer and Mrs. Johanna van Velzen.
3. **Customer**: the natural person or legal entity who has commissioned Handmade to Bloom to supply products and/or services.
4. **Consumer**: the natural person not acting in the exercise of a profession or business who has commissioned Handmade to Bloom to supply products and/or services.
5. **Products and/or services**: all products and/or services relating to the design, production, sale and delivery of (patterns of) paper and chenille wire flowers, the provision of workshops, and related (digital) products or services, in the broadest sense of the word.
6. **Documents**: all items made available by the parties to one another, including documents or digital data carriers, as well as all documents or digital data carriers produced by Handmade to Bloom in the performance of the agreement.
7. **Agreement**: any written agreement between the Customer and Handmade to Bloom for the supply of products and/or services by Handmade to Bloom to the Customer.
8. **Parties**: the Customer and Handmade to Bloom jointly.

Article 2 – Applicability

1. These General Terms and Conditions apply to all offers, quotations and/or agreements made or entered into by Handmade to Bloom in connection with the supply of products and/or services.
2. Deviations from these General Terms and Conditions shall only be valid if agreed in writing between the Customer and Handmade to Bloom.
3. If the Customer uses general terms and conditions and refers thereto, the applicability thereof is hereby expressly rejected. Any general terms and conditions conflicting with these Terms and Conditions shall not be accepted by Handmade to Bloom.
4. If any provision forming part of these General Terms and Conditions or of an Agreement is null and void or is annulled, only that provision shall be excluded. All other provisions shall remain in full force and effect.
5. The relevant provision shall, in consultation between the Parties, be replaced without delay by a provision that corresponds as closely as possible to the original intent.

6. These General Terms and Conditions shall also apply to the services of any third parties engaged by Handmade to Bloom.

Article 2 – Applicability

7. Handmade to Bloom reserves the right to unilaterally amend these General Terms and Conditions. Amendments shall also apply to agreements already concluded. Handmade to Bloom shall notify the Customer of any amendments to the General Terms and Conditions by email.
8. Amendments to the General Terms and Conditions shall enter into force thirty (30) days after the Customer has been notified. Consumers only shall have the right, within these thirty (30) days, to terminate the Agreement if they do not agree with the amended terms.
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Article 3 – Offers and Quotations

1. All offers and/or quotations made by Handmade to Bloom are non-binding, unless expressly stated otherwise, meaning that Handmade to Bloom has the right to revoke an offer up to five (5) days after receipt of acceptance thereof. Quotations are valid for the period stated in the quotation. If no period is specified, a period of fourteen (14) days shall apply.
2. Offers may be based on the wishes, data, information, or documents provided by the Customer. If, after the quotation has been issued, it appears that the information provided deviates from the actual circumstances, no rights may be derived from the offers made by Handmade to Bloom. Handmade to Bloom is not obliged to verify the accuracy of data, information, or documents received from the Customer or third parties.
3. Offers and/or quotations shall be made in writing and/or digitally, unless urgent circumstances make this impossible, and are subject to availability.
4. Handmade to Bloom cannot be held to its offers and/or quotations if the Customer, according to standards of reasonableness and fairness and generally accepted practices in commercial transactions, could have understood that the offer and/or quotation or part thereof contains an obvious mistake, clerical error, printing error, typesetting error, or typographical error.
5. All samples, models, or images displayed are for illustrative purposes only. Colours of actual products may differ from images and illustrations and may depend on the device on which the image is viewed. No rights may be derived from such images.

6. A composite quotation does not oblige Handmade to Bloom to deliver part of the products included in the offer and/or quotation or to perform part of the assignment at a corresponding portion of the stated price.
7. Offers and/or quotations do not automatically apply to future assignments or repeat orders.

Article 4 – Agreement

1. The Agreement shall be concluded once the Customer has accepted the offer made by Handmade to Bloom. If the Customer's acceptance deviates in any respect from the offer, the Agreement shall only be concluded if Handmade to Bloom has expressly agreed in writing to such deviations.
2. If the Customer places an assignment or order with Handmade to Bloom without a prior offer having been made, Handmade to Bloom shall only be bound by such assignment or order after it has confirmed it in writing to the other party.
3. Agreements shall only be binding upon Handmade to Bloom after written confirmation or once Handmade to Bloom has commenced performance without objection from the Customer.
4. Amendments to the Agreement shall only be valid if agreed in writing between the Customer and Handmade to Bloom. Handmade to Bloom shall implement the requested amendments, if these are reasonably possible. Amendments may result in the agreed delivery period being exceeded by Handmade to Bloom, which shall be considered force majeure. Amendment may also give rise to additional costs.

Article 5 – Customer Obligations

1. The Customer is obliged to provide Handmade to Bloom, in a timely manner and in the requested form and manner, with all data, documents, and information that Handmade to Bloom deems necessary for the proper performance of the Agreement.
2. Where applicable, the Customer shall grant Handmade to Bloom access to the premises, space, site, building, etc. where the work is to be carried out, including the necessary facilities and any auxiliary equipment, unless expressly agreed otherwise.
3. Handmade to Bloom shall have the right to suspend the performance of the Agreement until the Customer has fulfilled the obligations.

4. The Customer is obliged to immediately inform Handmade to Bloom of any facts and circumstances that may be relevant to the conclusion and further performance of the Agreement.
5. Any additional costs and/or additional fees resulting from delays in the performance of the Agreement caused by the Customer's failure to provide the requested data and information in a timely, proper, or agreed manner shall be borne by the Customer. Upon request of the Customer, the documents provided shall be returned to the Customer.
6. The Customer may set high standards for the services of Handmade to Bloom, but shall be responsible for the accuracy, completeness, and reliability of the data and documents made available to Handmade to Bloom by or on behalf of the Customer, including those originating from third parties.

The Customer shall always remain fully responsible and liable for the possible consequences of providing incorrect, incomplete, or unreliable data and documents.

7. The Customer shall at all times be responsible for:
 - a. the timely review and approval of any designs, concepts, patterns and/or previews of handmade and/or personalized products provided by Handmade to Bloom. If the Customer fails to respond within the specified period, or fails to respond at all, the concepts shall be deemed final and Handmade to Bloom shall be entitled to continue execution;
 - b. applying the sales price determined by Handmade to Bloom when reselling the products through retailers and/or wholesalers. Such retailers and/or wholesalers must adhere to the established minimum and/or maximum retail prices;
 - c. complying with the laws and regulations applicable in other countries in the event of export (by retailers and/or wholesalers) of the products, if the Customer wishes to export the products supplied by Handmade to Bloom or if the Customer is located outside Sweden.
 - d. securely storing the login details for any account created on the Handmade to Bloom website or for the online learning environment. Handmade to Bloom shall not be responsible or liable if such account or passwords are hacked, nor for any consequences thereof.
8. Any patterns obtained from Handmade to Bloom may not be used for commercial purposes unless the Customer has purchased a licence from Handmade to Bloom. This includes, but is not limited to, the resale of patterns and the production and sale of flowers based on such patterns without a valid licence. Patterns obtained without a licence may be used exclusively for personal purposes.

In the event of non-compliance, any access to a workshop or the online learning environment shall be terminated immediately, without the Customer being entitled to any refund or compensation.

Article 6 – Performance of the Agreement

1. Handmade to Bloom shall determine the manner in which and by which person(s) the Agreement is performed. Handmade to Bloom shall, where possible, take into account timely and reasonable instructions provided by the Customer regarding the performance of the Agreement.
2. Handmade to Bloom shall perform its craft services to the best of its ability and as a careful and professional contractor. However, with regard to the design of flowers or the creation of a custom-made pattern for the Customer, Handmade to Bloom shall have an obligation of best efforts. For delivery of products, Handmade to Bloom shall have an obligation of result.
3. Handmade to Bloom shall treat any (personal) data provided by the Customer confidentially and shall not disclose or make such data available to third parties without the Customer's consent, unless this is necessary for the performance of the Agreement or required by law.
4. Handmade to Bloom shall be entitled to have (part of) the delivery and/or performance of products and/or services carried out by a person or third party designated by Handmade to Bloom, without prior notice to or explicit consent from the Customer, if Handmade to Bloom deems this desirable.
5. If, during the term of the Agreement, services are provided for the Customer's profession or business that fall outside the scope of the services covered by the Agreement, such services shall be deemed to have been performed under separate agreements.
6. Handmade to Bloom shall be entitled to perform the Agreement in phases. If the Agreement is performed in phases, Handmade to Bloom shall be entitled to invoice each completed phase separately and to demand payment thereof. If and as long as such invoice has not been paid by the Customer, Handmade to Bloom shall not be obliged to perform the next phase and shall be entitled to suspend the Agreement.
7. If the Agreement is performed in phases, Handmade to Bloom shall be entitled to suspend the execution of parts belonging to a subsequent phase until the Customer has approved in writing the results of the preceding phase.
8. Handmade to Bloom reserves the right to use the Customer's name, the project, and the services performed as a reference or example for commercial purposes, without being liable to pay any compensation to the Customer. Prior consent shall always be requested from the Customer for the use of the Customer's name.

Article 7 – Delivery / Delivery or Performance Terms

1. Agreed delivery and/or performance periods shall never be considered fatal deadlines. If Handmade to Bloom fails to fulfil its obligations under the Agreement, or fails to do so on time, the Customer shall notify Handmade to Bloom in writing of such failure, granting a reasonable period for Handmade to Bloom to perform its obligations.
2. Handmade to Bloom shall be entitled to deliver and/or perform in parts and may invoice each partial delivery or phase separately.
3. The risk relating to the delivered products shall pass to the Customer at the time of delivery. For the purposes of these General Terms and Conditions, “delivery” shall mean the moment when the goods to be delivered leave the premises or warehouse of Handmade to Bloom or its supplier, or the moment at which Handmade to Bloom has informed the Customer that the goods may be collected by the Customer.
4. Packaging and shipment of the ordered products shall be carried out in a manner determined by Handmade to Bloom, but at the Customer’s expense and risk. Handmade to Bloom shall not be liable for any damage of any kind — whether to the products themselves — related to shipment. Provisions included in the carrier’s general terms and conditions shall not affect the provisions of this clause. If the Customer requires additional transport insurance, the costs shall be borne by the Customer.
5. Handmade to Bloom shall only be obliged to commence delivery or performance of the products and/or services after it has received any agreed (advanced) payment or otherwise obtained sufficient security, without prejudice against mandatory provisions for consumers. Any delays arising as a result shall proportionally extend the stated delivery periods.
6. For products that Handmade to Bloom must deliver at a later date or on demand, and for products that are not or only partially in stock at the time the order is received and which Handmade to Bloom records as soon as possible, Handmade to Bloom reserves the right to charge the prices and costs applicable at the time of delivery without prior notice, regardless of any previous confirmation, without prejudice to consumers.

Article 8 – Force Majeure

1. If Handmade to Bloom is unable to fulfil its obligations under the Agreement, or is unable to do so on time or properly, due to a cause beyond its control, including but not limited to: illness of employees, failures in computer networks, delays from suppliers, strikes by carriers, epidemics or pandemics, governmental measures, and other disruptions in the normal course of business within its own company or that of the Customer, such obligations shall be suspended until Handmade to Bloom is able to fulfil them in accordance with the Agreement.

2. Force majeure shall be understood to mean circumstances not attributable to the fault of Handmade to Bloom, which are not for its account under law, a legal act, or generally accepted principles in commerce. In addition, force majeure includes all external causes, whether foreseen or unforeseen, over which Handmade to Bloom has no influence, but which prevent it from fulfilling its obligations.
3. If a force majeure situation occurs after the Agreement has already been partially performed, the Customer shall remain obliged to fulfil its obligations towards Handmade to Bloom up to that point, without any right to compensation.
4. Handmade to Bloom reserves the right to suspend performance of the Agreement during the period of force majeure or to terminate the Agreement with immediate effect, by means of written notification and without judicial intervention, without the Customer being entitled to any compensation.

Article 9 – Rates and Price Changes

1. All rates and prices are expressed in Swedish Krona (SEK) and include VAT for consumers, but exclude VAT for business Customers. Rates are exclusive of other government levies and any additional costs, such as, but not limited to, travel, insurance, and shipping costs, unless otherwise stated.
2. If, after the conclusion of the Agreement, circumstances arise that increase the cost price, such as increases in raw material prices, wages, exchange rates, or import duties, Handmade to Bloom shall be entitled to adjust its prices accordingly. The Customer shall be notified and is obliged to pay the increased price. Cancellation is only possible with the written consent of Handmade to Bloom.
3. If Handmade to Bloom has agreed a fixed rate with the Customer, it shall be entitled to increase this rate if, during the performance of the services, it appears that the originally agreed or expected amount of work was underestimated at the time of entering into the Agreement, and this cannot reasonably be attributed to Handmade to Bloom, such that it cannot reasonably be expected to perform the agreed services at the originally agreed rate. Handmade to Bloom shall immediately notify the Customer. In that case, the Customer may decide to withdraw the assignment. If Handmade to Bloom has informed the Customer of the likelihood of unforeseen additional services, the Customer shall be obliged to pay the resulting additional costs and fees.
4. Rates for products and/or services of Handmade to Bloom, including any applicable VAT and other costs, shall be invoiced partly prior to delivery or performance and partly afterwards, unless expressly agreed otherwise. Handmade to Bloom shall be entitled, before commencing delivery or performance and during the process, to suspend its obligations until the Customer has paid the communicated advance payment. For consumers, no more than 50% of the total amount needs to be paid in advance for product purchases.

5. If the Agreement terminates before the assignment is completed or before the agreed period has elapsed, and payment depends on completion or the expiry of that period, Handmade to Bloom shall be entitled to a reasonably determined portion of the agreed price. In determining this, account shall be taken of the work already performed by Handmade to Bloom, the benefit derived by the Customer therefrom, and the reason for the termination of the Agreement.

Article 10 – Payment

Customers shall place orders through the web shop and shall pay in full for the products and/or services at the time of ordering.

- Payments in the web shop are exclusively card payments and are made via Stripe.

Article 11 – Warranty's

1. Handmade to Bloom shall ensure that the agreed services are performed properly and in accordance with the standards prevailing in its industry but shall never provide any further warranty than expressly agreed between the parties or provided by the supplier of the products or materials. For services, an obligation of best efforts applies; no obligation of result is assumed.
2. Handmade to Bloom guarantees the usual, normal quality and functionality of the delivered products or services during the warranty period.
3. Handmade to Bloom shall not be obliged to provide any further compensation for damages, direct or indirect, suffered by the Customer or third parties due to delivered goods or products, except as provided in these General Terms and Conditions.
4. The warranty provided by Handmade to Bloom shall not apply to:
 - a. defects resulting from the inadequacy of materials and/or components supplied or specified by the Customer;
 - b. defects resulting from improper use or negligence by the Customer or third parties; the Customer must use the products according to the provided instructions and maintain them properly;
 - c. normal wear and tear, improper handling, extraordinary stress, or use of unsuitable tools or materials;
 - d. defects occurring during or after processing of products delivered by Handmade to Bloom.
5. Warranties are granted solely to the Customer and are not transferable to third parties.
6. The enforcement of warranties shall be suspended until the Customer has fulfilled all payment obligations with respect to the relevant products and/or services.

7. Handmade to Bloom does not guarantee that the delivered services or products are suitable for the purpose for which the Customer intends to use them, unless explicitly confirmed in writing.
8. If the Customer rightfully invokes the warranty due to a defective product, Handmade to Bloom shall, during the warranty period, at no cost to the Customer, either repair or replace the defective product, or grant a reduction of the agreed price, at Handmade to Bloom's discretion. For any consequential damages, the provisions of the liability article shall apply.

Article 12 – Right of Withdrawal

1. The right of withdrawal applies exclusively to consumers and not to business Customers.
2. The right of withdrawal does not apply to custom-made or specially tailored products and/or services intended for a specific Customer, such as personalized products containing personal data or products with a composition chosen by the Customer.
3. In the case of a distance contract — i.e., the purchase of a product or service by a consumer without having been able to inspect it beforehand — the consumer may withdraw from the Agreement within a 14-day reflection period without giving any reason.
4. Handmade to Bloom may ask the consumer for the reason for withdrawal, but the consumer is not obliged to provide it.
5. The 14-day reflection period starts on the day after the consumer, or a third party designated by the consumer other than the carrier, receives the product.
 - a. If multiple products are ordered in a single order, the reflection period starts on the day the last product is received. Handmade to Bloom may refuse an order containing multiple products with different delivery times, provided this has been clearly communicated in advance.
 - b. If delivery of a product consists of multiple shipments or components, the period starts on the day the last component is received.
 - c. In the case of a service: the day on which the Agreement for the provision of the service is concluded.
6. During the reflection period, the consumer must handle the product and its packaging with care. The product may only be unpacked to the extent necessary to inspect its nature, characteristics, and functioning. The consumer may only use the product as would be possible in a physical store.
7. Products containing patterns may only be returned if the packaging has not been opened, as the patterns may otherwise have been used or copied.

8. Only returned products with unopened packaging that are returned within the 14-day reflection period shall be refunded to the consumer.
9. If the consumer does not comply with the obligations in paragraph 6, the consumer shall be liable for any diminished value of the product.
10. The consumer must notify Handmade to Bloom of the exercise of the right of withdrawal in writing or by email within 14 days of receiving the product.
11. The consumer shall return the product as soon as possible, no later than 14 days after notifying Handmade to Bloom of the withdrawal. The product must be returned in its original condition and packaging, where reasonably possible, and in accordance with the instructions provided by Handmade to Bloom.
12. The risk and burden of proof for correct and timely exercise of the right of withdrawal lies with the consumer.
13. The costs of returning the product shall be borne by the consumer.
14. Upon exercise of the right of withdrawal, all additional agreements between the consumer and Handmade to Bloom shall be automatically terminated.
15. If withdrawal is made by email, the consumer shall receive an acknowledgment of receipt from Handmade to Bloom.
16. Handmade to Bloom shall refund all payments, including any paid shipping costs, except for the return shipping costs, no later than 14 days after receiving the notice of withdrawal.
17. Refunds shall be made free of charge and using the same payment method, unless the consumer agrees to a different method.
18. Any additional costs for a more expensive method of delivery than the standard delivery shall not be reimbursed by Handmade to Bloom.

Article 13 – Exclusion of the Right of Withdrawal

1. When entering into an (online) service agreement with Handmade to Bloom, the consumer expressly agrees that the performance of the service may commence within 14 days after conclusion of the agreement and declares that they waive their right of withdrawal once the service has been fully performed.
2. If a service has been partially performed or used within the 14-day withdrawal period, the consumer shall be liable to pay for the portion of the service already performed and shall receive a refund for the remaining part, provided that all legal conditions are met.
3. In the case of the purchase of digital products, the consumer expressly agrees to delivery within 14 days after purchase and declares that they waive their right of withdrawal.

4. Handmade to Bloom excludes the right of withdrawal for the following products and services:
 - a. Products and/or services made to the consumer's specifications, which are not prefabricated and are clearly intended for a specific person.
 - b. Products that, after delivery, are by their nature irrevocably mixed or incorporated with other products.
 - c. Services provided on a specific date or during a specific period, such as workshops and other events.

Article 14 – Complaints and Returns Outside the Right of Withdrawal

1. Upon receipt of the delivered products, the customer must immediately verify whether the products are correct and complete. Any visible defects, errors, imperfections, damage and/or discrepancies in quantities must be reported to Handmade to Bloom within 3 working days after receipt.
2. Any other complaints, including complaints regarding services performed, must be submitted in writing to Handmade to Bloom within 7 days after discovery. Failure to report in a timely manner shall result in the products being deemed to have been delivered correctly and the services having been performed properly.
3. Complaints do not suspend the customer's payment obligation, subject to mandatory statutory provisions applicable to consumers.
4. Handmade to Bloom must be given the opportunity to investigate the complaint. If return shipment is necessary, this shall take place at the expense and risk of Handmade to Bloom, provided prior explicit approval has been given.
5. Returns must be made in the original packaging and in accordance with the instructions provided by Handmade to Bloom.
6. If products are returned by the consumer at their own initiative and risk, Handmade to Bloom may charge 15% of the invoice value as handling costs.
7. Consumers within the European Union may also submit complaints via the Online Dispute Resolution platform of the European Commission (ODR platform):
<http://ec.europa.eu/odr>.

Article 15 – Liability and Indemnification

1. If the customer demonstrates that they have suffered direct damage as a result of an attributable failure arising from or related to the performance of an assignment or the delivery of products by Handmade to Bloom, the liability of Handmade to Bloom shall be limited exclusively to direct damage and, subject to mandatory statutory provisions,

shall be limited to a maximum of the amount invoiced or to be invoiced by Handmade to Bloom under the agreement from which the damage arises (excluding VAT for business customers).

2. Handmade to Bloom shall never be liable for business losses, indirect damage or consequential damage suffered by the customer or third parties, including but not limited to loss of profit, loss of revenue, business interruption, personal injury, or non-material damage.
3. In the event of consequential damage caused by a defective product (product liability), the customer must address their claim directly to the producer or manufacturer of the product. This may be Handmade to Bloom or an external producer or manufacturer. If necessary, Handmade to Bloom shall provide the required contact details of the relevant producer or manufacturer.
4. Handmade to Bloom shall never be liable for any damage suffered by third parties. The customer indemnifies and holds Handmade to Bloom harmless against all claims by third parties. If Handmade to Bloom is held liable by third parties, the customer is obliged to assist Handmade to Bloom both out of court and in court. All related costs and damages on the part of Handmade to Bloom and third parties shall be borne by the customer.
5. Handmade to Bloom shall never be liable for damage suffered by the customer or third parties resulting from acts or omissions of auxiliary persons or third parties engaged by Handmade to Bloom, even if these are affiliated with Handmade to Bloom, subject to mandatory statutory provisions applicable to consumers. In such cases, the customer must address their claim directly to the relevant auxiliary person or engaged third party (manufacturer, producer or supplier).
6. Handmade to Bloom shall not be liable for damage suffered by the customer or third parties resulting from:
 - a. Failure by the customer to comply with the obligations set out in Article 5 or elsewhere in these general terms and conditions.
 - b. The provision of incorrect or incomplete information or data by the customer, or otherwise resulting from an act or omission by the customer.
 - c. Failure by the customer to review the aforementioned documents, data and information or concepts provided by Handmade to Bloom prior to delivery.
 - d. Improper, incorrect or inappropriate use of, or insufficient or poor maintenance of, products and/or services supplied by Handmade to Bloom, including failure to clean properly and in time, discoloration due to exposure to sunlight, or placement under the influence of water or moisture.
 - e. Use of products and/or services for purposes other than those for which they are intended.

- f. Use of a glue gun, scissors, tape, or iron wire.
 - g. A longer execution or delivery period than originally anticipated, regardless of the cause thereof.
 - h. Necessary intervention by Handmade to Bloom during the performance of services that is unavoidable for the execution of the services as such.
 - i. Errors or malfunctions in equipment or software used, such as the website or machines and devices used for the production of handmade and personalized products.
 - j. Infringement of intellectual property rights, trademark rights or copyrights of third parties due to information or materials provided by the customer.
 - k. Failure to securely store login credentials for any account on the Handmade to Bloom website, the online learning environment, or hacking thereof.
7. Handmade to Bloom shall at all times have the right, insofar as possible, to remedy or limit the customer's damage by repairing or improving the assignment.
8. A claim for compensation must, subject to mandatory statutory provisions, be submitted to Handmade to Bloom no later than 14 days after the customer has discovered or reasonably could have discovered the damage, failing which the right to compensation shall lapse. In deviation from statutory limitation periods, any liability shall expire one year after the damage has arisen.
9. If Handmade to Bloom makes an apparent error during the performance of services, the customer is obliged to notify Handmade to Bloom immediately after discovering or reasonably being able to discover such error. Failure to notify Handmade to Bloom shall result in the exclusion of liability for the resulting damage.
10. The limitations of liability set out in this Article shall not apply if the damage is the result of intent or gross negligence on the part of Handmade to Bloom or its managerial staff, or if mandatory statutory provisions applicable to consumers prevent such limitation.

Article 16 – Suspension and Termination

1. Handmade to Bloom shall be entitled to suspend the fulfilment of all its obligations, including but not limited to the delivery of products, the performance of services, and the provision of documents or other items to the customer or third parties, until all due and payable claims against the customer have been fully satisfied, if:
- a. The customer fails to fulfil their obligations under the agreement, or fails to do so in full.
 - b. After the conclusion of the agreement, circumstances come to the attention of Handmade to Bloom that give good reason to fear that the customer will not fulfil their obligations. If there is good reason to fear that the customer will only partially or improperly fulfil their obligations, suspension shall only be permitted insofar as the failure justifies it.

- c. The customer was requested, at the time of concluding the agreement, to provide security for the fulfilment of their obligations under the agreement, and such security is not provided or is insufficient.
2. Handmade to Bloom shall also be entitled to terminate (or have terminated) the agreement if circumstances arise which are of such a nature that performance of the agreement is impossible, or can no longer reasonably be required according to standards of reasonableness and fairness, or if other circumstances arise which are of such a nature that the unmodified continuation of the agreement cannot reasonably be expected from Handmade to Bloom.
3. If the agreement is terminated, all claims of Handmade to Bloom against the customer shall become immediately due and payable in full. If Handmade to Bloom suspends the fulfilment of its obligations, it shall retain its rights under the law and the agreement. Upon termination, access to digital products and/or services, such as the online learning environment, shall be immediately terminated and any licences granted to the customer shall be immediately revoked.
4. Handmade to Bloom shall at all times retain the right to claim compensation for damages.

Article 17 – Termination / Cancellation

1. The agreement concluded between the customer and Handmade to Bloom shall terminate upon the death of the owner of Handmade to Bloom or the customer, or upon liquidation or dissolution of the business of Handmade to Bloom.
2. If, at the time the agreement ends, the products and/or services to be delivered or performed by Handmade to Bloom have not yet been delivered or completed, the heirs shall not be obliged to complete such delivery or performance, even if the business of Handmade to Bloom is continued in any form. In such case, the customer shall pay the total agreed amount, reduced by a reasonable amount, to be determined in consultation with the heirs, for the unperformed part of the agreement.
3. If the customer wishes to cancel the agreement prior to or during its execution, the customer shall owe Handmade to Bloom compensation to be determined by Handmade to Bloom. This compensation shall include all costs already incurred by Handmade to Bloom in relation to non-returnable materials and the damage suffered as a result of the cancellation, including loss of profit. Handmade to Bloom is entitled to fix this compensation as follows:

Custom-made products (both consumers and business customers)

- a. In the event of cancellation of a custom-made order, no refund shall be granted

Business customers (all products and/or services)

- a. In the event of cancellation from the day after the conclusion of the agreement up to the moment of delivery or performance, the cancellation costs shall equal the deposit paid, increased by any costs already incurred by Handmade to Bloom.
- b. From the moment the products have been shipped or the services have been performed, the cancellation costs shall amount to 100% of the agreed total amount.

Consumers – Physical products

- a. No cancellation costs shall apply if cancellation takes place up to the day of shipment of the products or delivery of the services.
- b. From the moment the products have been shipped or the services have been delivered until the expiry of the 14-day withdrawal period, the consumer shall only bear the return costs.
- c. After expiry of the 14-day withdrawal period, cancellation shall no longer be possible and the cancellation costs shall amount to 100% of the agreed total amount relating to purchased physical products or digital services.
- d. Other services may be terminated by the consumer. In that case, the unperformed part of the agreement shall be calculated and deducted from the total agreed amount. The difference shall be payable by the customer, possibly after deduction of any deposit already paid.

Digital products, digital services and events on a specific date

- a. Cancellation of digital products and services is not possible, as these are delivered immediately within the 14-day withdrawal period and can be used immediately. Upon purchase, the customer agrees to delivery within the 14-day withdrawal period and waives the right of withdrawal. For services, this applies if they have been fully performed within 14 days. If a service has only been partially performed within 14 days and the customer invokes the right of withdrawal, the unperformed part shall be deducted from the total amount payable.
 - b. For events on a specific date, such as workshops or other events, no right of withdrawal applies. The ticket price is based on the costs to be incurred by Handmade to Bloom and the number of participants. Therefore, cancellation costs amount to 100%. However, the customer is permitted, in consultation with Handmade to Bloom, to transfer the purchased ticket to a third party.
4. The customer shall be liable towards third parties for the consequences of the cancellation and shall indemnify Handmade to Bloom against any claims arising therefrom.
 5. Handmade to Bloom is entitled to offset any amounts already paid by the customer against the compensation or cancellation costs owed by the customer.

6. Handmade to Bloom is at all times entitled to cancel the agreement without being liable for any compensation to the customer. In such case, Handmade to Bloom is entitled to invoice the customer for costs already incurred, subject to mandatory statutory provisions applicable to consumers.
7. Fixed-term continuous agreements cannot be terminated prematurely. They may only be terminated at the end of the agreed term. Such agreements shall automatically end upon expiry of the agreed term without requiring notice. No refund shall be granted in case of premature termination.
8. Continuous agreements for an indefinite period cannot be terminated during the first three months; no refund shall be granted during this period. From the fourth month onwards, an indefinite agreement may be terminated monthly at the end of the calendar month in writing, subject to one month's notice.
9. Termination must be made in writing.

Article 18 – Retention of Title

1. Handmade to Bloom retains ownership of all products delivered and yet to be delivered until the customer has fully complied with all payment obligations towards Handmade to Bloom.
2. The payment obligations referred to in paragraph 1 include payment of the purchase price of the delivered and yet to be delivered products, increased by claims relating to services performed in connection with the delivery and claims resulting from attributable failure by the customer to fulfil their obligations, including payment of damages, extrajudicial collection costs, interest and any penalties.
3. Products subject to retention of title may not be resold by the customer within the framework of normal business operations.
4. As long as the delivered goods are subject to retention of title, the customer is not authorised to pledge them or to place them under the control of a financier in any way.
5. The customer is obliged to immediately inform Handmade to Bloom in writing if third parties claim ownership rights or other rights to the goods subject to retention of title.
6. The customer is obliged to carefully store the products subject to retention of title as clearly identifiable property of Handmade to Bloom until all payment obligations towards Handmade to Bloom have been fulfilled.
7. The customer shall ensure that an appropriate business insurance and/or contents insurance policy is in place so that the products delivered under retention of title are

insured at all times. Upon first request, the customer shall provide Handmade to Bloom with access to the insurance policy and proof of payment of the related premiums.

8. If the customer acts in violation of the provisions of this article or if Handmade to Bloom invokes its retention of title, Handmade to Bloom shall be entitled to terminate the agreement by written statement without further notice of default, without prejudice to its right to claim full compensation for damages.

Article 19 – Confidentiality and Privacy

1. The parties are obliged to maintain confidentiality towards third parties who are not involved in the execution of the agreement. This confidentiality applies to all information of a confidential nature made available to them by the other party and to the results obtained from processing such information.

This obligation shall not apply insofar as statutory provisions, professional regulations or other national or international regulations of a similar nature impose a disclosure obligation on one of the parties, or insofar as one party has released the other from the confidentiality obligation.

This provision shall also not prevent confidential internal consultations within the organisations of the parties, insofar as this is considered necessary for the careful performance of the agreement or for compliance with statutory or professional obligations.

2. Handmade to Bloom is entitled to use numerical results obtained after processing data for statistical or comparative purposes, provided that such results cannot be traced back to individual customers.
3. Handmade to Bloom shall not use the information provided by the customer for any purpose other than that for which it was obtained, except as provided in the preceding paragraphs and in the event that Handmade to Bloom acts on its own behalf in disciplinary, civil or criminal proceedings in which such documents may be relevant.
4. Without the express prior written consent of Handmade to Bloom, the customer is not permitted to disclose or otherwise make available to third parties the content of advice, concepts, patterns, designs, digital products or other written or non-written expressions of Handmade to Bloom, except insofar as this directly follows from the agreement, is required to obtain an expert opinion regarding the services of Handmade to Bloom, is required by law or professional obligation, or if the customer acts on their own behalf in disciplinary, civil or criminal proceedings.
5. The data and information provided by the customer to Handmade to Bloom, as well as the data collected by Handmade to Bloom, shall be stored carefully and confidentially.
6. Handmade to Bloom shall use the customer's personal data exclusively within the framework of fulfilling its delivery obligations or handling a complaint.

7. Handmade to Bloom shall not lend, rent, sell or otherwise disclose the customer's personal data to third parties.
8. When visiting the Handmade to Bloom website, Handmade to Bloom may collect information about the customer's use of the website through cookies. The information collected via cookies may be used for functional and analytical purposes.

Article 20 - Intellectual Property

1. Intellectual Property Handmade to Bloom reserves all rights relating to intellectual property rights it uses or has used in the context of the performance of the agreement with the customer, insofar as legal rights can exist or be established on those products.
2. The customer is expressly prohibited from providing, reproducing, publishing, or exploiting those products, including but not limited to advice, (model) contracts, concepts, patterns, designs, photographs or images, illustrations, digital products, and other intellectual property rights, all in the broadest sense of the word, with or without the involvement of third parties, to third parties, other than to obtain an expert opinion regarding Handmade to Bloom's services or the copyright holders.
3. The agreement concluded between the parties does not include any transfer or obligation to transfer any intellectual property rights from Handmade to Bloom to the customer. This includes, among other things, sharing patterns on social media or with third parties. If a third party also wishes to use the pattern, they must purchase it from Handmade to Bloom.
4. The customer may not use any patterns obtained from Handmade to Bloom for commercial purposes unless they have purchased a license from Handmade to Bloom. This means, among other things, that patterns may not be resold and that crepe paper flowers may not be made and sold based on these patterns.
5. Any patterns obtained without the customer having purchased a license may only be used for personal purposes.
6. If the customer wishes to share a product made using a pattern purchased from Handmade to Bloom on social media or the website, they must mention Handmade to Bloom's name, including their Instagram, Facebook, and website.
7. The customer may never modify, reproduce, publish, or exploit the intellectual property rights used under license by Handmade to Bloom. Customer guarantees that they are entitled to use the information and documents originating from the customer and indemnifies Handmade to Bloom against any third-party claim based on infringement of an intellectual property right.

Article 21 - Applicable law and choice of forum



1. All agreements, offers, and price estimates between the customer and Handmade to Bloom, to which these general terms and conditions apply, are governed by Swedish law.