



GENERAL TERMS AND CONDITIONS OF RENTAL AND SERVICES

MyEasyFlower®

Long-term and short-term rental of artificial floral arrangements

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VERSION HISTORY

Version	Date	Description
1.0	2020	First version of the General Terms and Conditions.
1.1	2023	Update of the commercial terms and of the subscriptions.
1.2	28.11.2024	General terms and conditions of the floral subscription (FR, DE, EN), attached to the initial invoices as from 19.02.2025.
2.0	22.04.2026	General terms and conditions version 2.0 (FR, DE, EN).
3.0	27.07.2026	Complete overhaul of the document: subscription model, circular economy, shared floral pool, service quality, digital evidence, operational governance and appendices.
3.1	20.08.2026	Editorial clarifications, update of the financial terms and of the appendices. Classification as a rental contract, formation of the oral contract and written confirmation, seven-day trial period, regime for private Clients, order of priority of the contractual documents, adaptation of prices per contract and possible annual
3.2	24.09.2026	adaptation, reminder policy, termination for non-payment and debt recovery, allocation of payments, postal delivery fees, liability, transfers of data abroad, procedure for modifying the General Terms and Conditions, entry into force for ongoing contracts, complete version history, editorial corrections.

PREAMBLE

These General Terms and Conditions govern all the services offered by MSLH 18 SA, operating the MyEasyFlower® brand, specialised in the long-term and short-term rental of high-end artificial floral arrangements. These services are addressed to all customers, without distinction: companies, public authorities, public establishments, retail businesses, hotels, restaurants, medical practices, law firms, institutions, associations, as well as private individuals and any other client, professional or private.

The model developed by MyEasyFlower is based on a shared floral pool maintained in accordance with the principles of the circular economy. The floral arrangements are regularly maintained, inspected, cleaned, recomposed and renewed in order to offer an evolving, durable and high-quality decoration.

The Client benefits from a comprehensive service comprising in particular the making available of artificial floral arrangements, their maintenance, their renewal at the agreed frequency, personalised decorative support as well as access to the available collections in accordance with MyEasyFlower's operating principles.

The purpose of these General Terms and Conditions is to define the rights and obligations of the parties, to guarantee a lasting collaboration based on quality, transparency, professionalism and mutual respect, as well as to ensure the sustainability of the economic and environmental model developed by MyEasyFlower.

Unless otherwise agreed in writing or unless special terms are agreed between the parties, these General Terms and Conditions apply to any offer, quotation, contract, order confirmation, subscription, invoice or service performed by MyEasyFlower. They replace and cancel any earlier version of the General Terms and Conditions published by MyEasyFlower and govern new contracts as well as ongoing contractual relationships, in accordance with the entry-into-force arrangements provided for in Article 10.10, subject to the special terms expressly agreed with each Client, which remain applicable in the event of contradiction. The acceptance of an offer or of a quotation, the confirmation of an



order, the performance of the services under a concluded contract, as well as the payment of an invoice entail acceptance of these General Terms and Conditions.

DEFINITIONS

For the purposes of these General Terms and Conditions, the terms below have the following meaning:

Floral arrangement

Artificial floral composition, comprising in particular the flowers, foliage, decorative elements, containers, accessories and supports, made available to the Client under a rental.

Client

Any natural or legal person, governed by private or public law, having concluded a contract with MyEasyFlower or benefiting from its services.

Contract

Agreement binding the parties, as a general rule concluded orally at the time of installation of the floral arrangements or of the follow-up visit, and then confirmed by MyEasyFlower's confirmation email and first invoice. It comprises the special terms thus agreed, these General Terms and Conditions, their appendices and any subsequent agreement, including one concluded or confirmed by email.

Start date

Date agreed between the parties upon acceptance of the contract, as from which the services are due and invoicing takes effect.

Circular economy

Operating model according to which the floral arrangements are maintained, cleaned, recomposed, reused, modernised and put back into circulation in order to extend their service life and to limit waste as well as the consumption of resources.

Subscription Plan

Commercial arrangement determining the Client's commitment period, the payment terms, any discounts granted and the terms of renewal of the contract.

The Subscription Plan is independent of the frequency of rotations.

Frequency of rotations

Periodicity according to which the floral arrangements are renewed at the Client's premises.

Unless otherwise agreed in writing, rotations are carried out once a month.

A different frequency may be agreed between the parties depending on the Client's needs, MyEasyFlower's operational constraints and the availability of the floral pool.

Operative

Staff member, employee, partner or subcontractor mandated by MyEasyFlower to perform all or part of the services.

Business day

Any day from Monday to Friday, excluding the official public holidays of the canton in which the services are performed.

Short-term rental

Temporary making available of one or more floral arrangements for a fixed duration, in particular on the occasion of events, exhibitions, trade fairs, conferences, receptions, photographic shoots or any other one-off event.

Long-term rental

Continuous making available of one or more floral arrangements under a subscription comprising their maintenance, their renewal at the agreed frequency and the associated services.

MyEasyFlower

The company MSLH 18 SA, as well as all its staff members, representatives, partners and subcontractors involved in the performance of the services under the commercial brand MyEasyFlower®.

**Floral pool**

All the floral arrangements belonging to MyEasyFlower and intended to be rented out, maintained, renewed and reused in accordance with the principles of the circular economy.

Trial period

Period of free making available, lasting seven (7) days unless otherwise agreed, offered by MyEasyFlower to allow the Client to discover the services before any conclusion of the contract.

Rotation

Intervention consisting in particular in removing one or more floral arrangements, carrying out their maintenance or their replacement, presenting the available collections, allowing the Client to select a new arrangement from among those available and ensuring the continuity of the service.

List price

Standard rate in force published by MyEasyFlower, serving as a reference for new offers, commercial calculations, contractual adaptations and services not covered by special terms.

Traceability

All the technical means used by MyEasyFlower to ensure the monitoring of its floral arrangements and of its services, in particular by means of photographs, time stamps, geolocation, digital identifiers, NFC chips, QR codes or any other equivalent system.

Additional services

Any service performed at the Client's request outside the services included in its subscription, in particular urgent interventions, specific decorations, particular installations, event services, exceptional deliveries or any other service subject to separate invoicing.

Lump-sum compensation value

Contractually agreed amount corresponding to the compensation due by the Client in the event of loss, theft, destruction, irreversible deterioration or failure to return a floral arrangement belonging to MyEasyFlower. This compensation constitutes neither a sale nor a transfer of ownership of the goods concerned.

ARTICLE 1 – PURPOSE**1.1 Purpose of the General Terms and Conditions**

The purpose of these General Terms and Conditions is to define the rights and obligations of MyEasyFlower and of the Client in connection with the rental of artificial floral arrangements, as well as the associated services.

They apply to all contractual relationships concluded between the parties, unless otherwise agreed in writing.

1.2 Services offered

MyEasyFlower offers in particular the following services:

- the long-term rental of artificial floral arrangements under subscriptions;
- short-term rental for events or one-off needs;
- the installation, setting up and collection of the floral arrangements;
- the maintenance, cleaning, recomposition and renewal of the floral arrangements;
- floral decoration advice;
- the additional services agreed between the parties.

1.3 Nature of the services

The contract concluded between MyEasyFlower and the Client is a contract for the rental of artificial floral arrangements, together with the associated maintenance, renewal and decorative advice services.

The Client benefits from a service comprising in particular the making available of floral arrangements, their regular maintenance, their renewal at the agreed frequency, decorative advice as well as access to the available collections.



The rental does not relate to a specific floral arrangement: MyEasyFlower makes available to the Client interchangeable floral arrangements, renewed at the agreed frequency of rotations.

1.4 Shared floral pool

All the floral arrangements belong exclusively to MyEasyFlower.

The arrangements are integrated into a shared floral pool allowing their maintenance, their recomposition, their rotation and their reuse in accordance with the principles of the circular economy.

The Client acknowledges that the floral arrangements made available to it may change over the course of the contractual relationship according to the available collections and MyEasyFlower's operating needs.

1.5 Rotation principle

The purpose of the rotations is to maintain a high level of aesthetic quality, cleanliness and decorative diversity.

At each rotation, the Client may select a new floral arrangement from among the collections available at the time of the intervention.

MyEasyFlower never guarantees the permanent availability of a specific floral arrangement, collection, container or composition.

1.6 Circular economy

MyEasyFlower's business model is based on the principles of the circular economy.

The floral arrangements are regularly maintained, cleaned, recomposed, modernised and put back into circulation in order to optimise their service life, to limit waste and to reduce the environmental impact of the services.

1.7 Scope of application

These General Terms and Conditions apply in particular to:

- any commercial offer;
- any quotation;
- any contract;
- any order confirmation;
- any invoice;
- any subscription;
- any service performed by MyEasyFlower.

In the event of contradiction between several contractual documents, the order of priority provided for in Article 2.5 applies.

ARTICLE 2 – FORMATION OF THE CONTRACT

2.1 General

Any contractual relationship between MyEasyFlower and the Client arises from the acceptance of a commercial offer, a quotation, a contract, a written confirmation or any other agreement reached between the parties.

In practice, the contract is most often concluded orally, at the time of installation of the floral arrangements or of the follow-up visit at the end of the trial period. No signed document is required: the oral agreement, confirmed by the confirmation email and the first invoice, binds the parties.

These General Terms and Conditions form an integral part of the contract.

2.2 Methods of acceptance

The contract may be validly concluded in particular by:

- written acceptance by email;
- oral acceptance confirmed by the parties;
- acceptance by telephone;



- acceptance during a sales visit;
- the installation of floral arrangements requested by the Client outside a trial period;
- the payment of the first invoice;
- the signature of an offer or of a contract.

The Client acknowledges that each of these methods of acceptance expresses its intention to conclude the contract and entails acceptance of these General Terms and Conditions.

Acceptance frequently takes place orally, during the follow-up visit carried out by MyEasyFlower at the end of a trial period. Such oral acceptance is fully valid and binds the parties. It is then confirmed by MyEasyFlower, in particular by email and by the issuance of the first invoice, which set out the agreed terms.

2.3 Trial period

MyEasyFlower may, at its sole discretion, offer a free trial period lasting seven (7) days, unless otherwise agreed.

This period allows the Client to evaluate the services without financial commitment and without any rental contract being concluded. During the trial period, the floral arrangements are made available by way of a loan for use free of charge; Articles 6, 7.4 to 7.6, 8 and 9 as well as appendix 4 of these General Terms and Conditions apply.

The trial period shall under no circumstances automatically be converted into a contract. No tacit renewal, no de facto continuation of the services and no silence on the part of the Client shall constitute the conclusion of the contract.

The trial period ends:

either by the collection of the floral arrangement made available, at the initiative of either party, without any further consequence;

or by the express acceptance of the Client, given orally, in writing or by email, which marks the beginning of the contract on the agreed terms.

2.4 Start date of the services

The start date is the date agreed between the parties at the time of acceptance of the contract. It corresponds in principle to the date of the follow-up visit taking place at the end of the trial period.

It may also correspond to the date on which the Client confirms its agreement and its acceptance, whether orally, in writing or by email.

Invoicing takes effect as from that date, which also constitutes the starting point for the calculation of the applicable commitment period.

2.5 Contractual documents and order of priority

The contract is established and evidenced by the following elements:

1. the oral agreement of the parties, reached at the time of installation of the floral arrangements or of the follow-up visit;
2. the confirmation email sent by MyEasyFlower and the first invoice, which set out the agreed terms, in particular the number and format of the arrangements, the price, the Subscription Plan and the start date;
3. subsequent agreements concluded or confirmed in writing, in particular by email or by invoice;
4. these General Terms and Conditions and their appendices;
5. the price catalogue in force.

The performance of the contract, in particular the installation of the floral arrangements, the monthly rotations and the payment of the invoices, confirms the agreement of the parties. In the event of contradiction, the special terms agreed with the Client under points 1 to 3 prevail over the General Terms and Conditions, their appendices and the price catalogue; as between several special terms, the most recent prevails.

2.6 Development of the contractual relationship

The relationship between MyEasyFlower and the Client is designed as a lasting partnership which may evolve over time.

The parties may in particular agree:



- to add or remove floral arrangements;
- to change their format;
- to extend the services to new sites;
- to adapt the frequency of rotations;
- to change the Subscription Plan;
- to subscribe to additional services.

Unless otherwise agreed, these adaptations affect only the elements concerned and leave the other contractual provisions unchanged.

2.7 Contractual amendments

Any modification agreed between the parties may be confirmed by any written means, in particular by email, quotation, commercial offer, invoice, order confirmation or amendment.

Such modifications become an integral part of the contract as soon as they are accepted by the parties.

2.8 Acceptance of the General Terms and Conditions

These General Terms and Conditions are published on the website www.myeasyflower.com, to which the documentation handed to the Client at the time of installation of the floral arrangements refers. They are also communicated with the confirmation email and the first invoice, and provided upon simple request.

A Client who contests their application shall notify this in writing within ten (10) days of receipt of the confirmation email; failing this, they are deemed accepted.

They replace any earlier published version, in accordance with the arrangements provided for in Articles 10.2 and 10.10.

ARTICLE 3 – PERFORMANCE OF THE SERVICES

3.1 General principle

MyEasyFlower performs the services with all the care, professionalism and skills that may reasonably be expected of a provider specialised in professional floral decoration.

The services are performed in accordance with these General Terms and Conditions, the contractual undertakings and the rules of the art applicable to the activity.

3.2 Organisation of the interventions

MyEasyFlower freely organises its rounds, its human resources, its logistical means and its floral pool in order to ensure an efficient, consistent and lasting service for all its customers.

The Client acknowledges that this organisation falls exclusively within MyEasyFlower's remit.

3.3 Operatives

The services may be performed by any staff member, employee, partner or subcontractor mandated by MyEasyFlower.

The Client may not require the intervention of a specific person.

MyEasyFlower remains free to replace an operative at any time without this constituting a modification of the contract.

3.4 Access to the premises

The Client shall ensure normal access to the premises during usual opening hours. Unless otherwise agreed in writing, these hours are deemed to be those of usual commercial practice, namely from Monday to Friday, from 08:00 to 17:00, excluding public holidays.

The Client shall inform MyEasyFlower without delay of any change to its opening hours or of any closure of its premises likely to affect a scheduled intervention.

Unless otherwise agreed, the presence of a representative of the Client is not necessary to allow the performance of the services.



3.5 Validation of the services

Where the Client's usual representative is absent, any person present on the premises may validate the intervention on behalf of the Client.

Failing validation, MyEasyFlower may consider the service to have been correctly performed provided that it was carried out in accordance with the contract.

3.6 Evidence of performance

In order to ensure the quality, the traceability and the monitoring of the services, MyEasyFlower may in particular record:

- photographs before and after the intervention;
- the date and time of the intervention;
- the name of the operative;
- the duration of the intervention;
- geolocation data where these are available;
- the data from the traceability systems used by MyEasyFlower.

These elements constitute means of proof of the performance of the services.

3.7 Course of a rotation

At each rotation, MyEasyFlower may in particular carry out:

- the removal of the floral arrangement in place;
- its cleaning or its replacement;
- the presentation of the available collections;
- decorative advice to the Client;
- the installation of the new selected arrangement;
- the taking of photographs;
- the updating of the traceability systems.

3.8 Choice of the floral arrangements

At each rotation, the Client may choose a new floral arrangement from among the collections available at the time of the intervention.

The choice is made depending on:

- the available collections;
- the logistical organisation;
- the availability of the floral pool;
- the principles of the circular economy.

MyEasyFlower never guarantees the permanent availability of a specific floral arrangement, collection, container or composition.

3.9 Nature of the service

The Client acknowledges that the rental relates to interchangeable and regularly renewed floral arrangements, and not to the permanent making available of a specific floral arrangement.

The composition, the flowers, the foliage, the containers and the decorative elements may change over the course of the contractual relationship, subject to the maintenance of an equivalent or higher level of quality.

3.10 Decorative advice

MyEasyFlower places its expertise at the Client's disposal in order to propose the floral arrangements best suited to the spaces, to the company's image and to the technical constraints of the premises.

The recommendations made by MyEasyFlower fall within its professional know-how.



3.11 Quality of the arrangements

The floral arrangements are regularly inspected, maintained, cleaned, recomposed or withdrawn from the floral pool where their condition no longer meets the quality standards defined by MyEasyFlower.

These standards fall exclusively within MyEasyFlower's professional know-how.

3.12 Development of the collections

MyEasyFlower regularly renews its collections in order to incorporate new trends, new containers, new materials and new compositions.

The Client accepts that the collections may evolve over time without this constituting a modification of the contract.

3.13 Freedom of operational organisation

In order to ensure a consistent, lasting and high-quality service for all its customers, MyEasyFlower remains free to organise its human resources, its rounds, its logistical means, its floral pool, its collections, its stocks, its digital tools and its working methods in the manner it deems most appropriate.

Unless otherwise undertaken in writing, the Client may not require:

- the intervention of a specific staff member;
- a fixed time;
- a fixed day of visit;
- a specific vehicle;
- a specific collection;
- a specific container;
- a specific supplier;
- or any other internal organisational arrangement.

MyEasyFlower guarantees exclusively the proper performance of the services as well as compliance with the levels of quality provided for in the contract.

3.14 Impossibility of intervention

Where MyEasyFlower is unable to perform a service because access is impossible, because the premises are closed or their opening hours have been changed without MyEasyFlower having been informed in advance and in writing in accordance with Article 6.2, because of the absence of access authorisation or because of any other circumstance attributable to the Client, the service is deemed to have been validly performed in accordance with the contract and remains invoiceable.

MyEasyFlower shall inform the Client as soon as possible and may transmit any element justifying the attempted intervention.

Save for fault on the part of MyEasyFlower, this situation gives rise to no price reduction or compensation.

3.15 Temporary suspension

Temporary suspension is neither a right of the Client nor an automatic mechanism: it results exclusively from a written agreement between the parties.

It is reserved for situations in which the Client actually closes its premises, in particular in the event of an annual closure, building works or a relocation. It may not be invoked for a mere slowdown in activity, an absence of staff or a decrease in footfall.

Any request shall be submitted in writing at least thirty (30) days before the desired date and takes effect only after written agreement from MyEasyFlower, which assesses it freely according to its operating constraints.

Unless otherwise agreed in writing, only one suspension is allowed per calendar year, for a maximum duration of thirty (30) consecutive days. Repeated or successive requests are not allowed.



During the suspension, the floral arrangement is collected by MyEasyFlower and no service is invoiced for the period concerned. The current commitment period is extended accordingly, the suspension reducing neither the duration of the contract nor the number of rotations due over the commitment period.

An agreed suspension has no effect on the applicable monthly price, which remains that agreed between the parties upon resumption of the services.

Temporary suspension is not applicable to private Clients, whose contract is governed by Article 5.5.

3.16 Continuous improvement

MyEasyFlower invests continuously in the improvement of its working methods, its floral pool, its digital tools, its logistical processes and the quality of its services.

The Client accepts that such developments may occur over the course of the contractual relationship, provided that they do not diminish the overall quality of the service provided.

ARTICLE 4 – FINANCIAL TERMS

4.1 Prices

The applicable prices are those agreed between the parties upon conclusion of the contract.

Unless otherwise indicated, all prices are expressed in Swiss francs (CHF), excl. VAT. VAT is invoiced in addition at the statutory rate in force.

The prices offered to private Clients are also indicated to them inclusive of VAT.

4.2 List price

MyEasyFlower publishes a list price serving as a reference for new offers, additional services, contractual adaptations and commercial calculations.

The list prices do not affect the special terms negotiated with existing Clients, which remain applicable subject to an adaptation made in accordance with Article 4.13.

The list price in force is set out in the pricing appendix.

4.3 Special terms

The special commercial terms agreed between the parties prevail over the list price.

MyEasyFlower may furthermore, at its sole discretion, offer special commercial offers, in particular for the installation of an additional floral arrangement at the same site, for a limited period or to certain Clients only. These offers constitute one-off derogations from the list price; they create no right for other Clients or for the future and apply only on the terms confirmed in writing to the Client concerned.

They may in particular result from:

- a signed contract;
- an accepted offer;
- an accepted quotation;
- a written confirmation;
- an initial invoice;
- an amendment.

4.4 Invoicing

The services are invoiced according to the Subscription Plan chosen by the Client.

Unless otherwise agreed, invoices are issued in advance for the period concerned.

Additional services are invoiced separately.

4.5 Means of invoicing

Invoices are transmitted by electronic means, which constitutes MyEasyFlower's standard method of transmission.



This method of transmission contributes to MyEasyFlower's environmental commitment: it eliminates the consumption of paper, ink and envelopes, as well as the emissions linked to postal delivery, and guarantees immediate and traceable receipt of the invoices.

The Client is responsible for communicating a valid email address and for reporting any change without delay. It is incumbent on the Client to check its spam filters and to authorise the sender of the invoices.

At the Client's express request, invoices and reminders may be sent by post. This service is subject to a fee of CHF 5.- excl. VAT per mailing, invoiced with the invoice concerned.

4.6 Payment due date

MyEasyFlower's services fall within the scope of rental: they are invoiced in advance for the forthcoming period, before their performance. The standard payment period is accordingly seven (7) days from the date of issue of the invoice.

Payment is deemed to have been made on the date of actual receipt of the funds in MyEasyFlower's bank account.

A different payment period may be agreed between the parties. It then results either from the first invoice issued or from the exchange of confirmation emails between the parties, and prevails over the standard period for the duration thus agreed.

Failing such an express agreement, the period of seven (7) days applies. A particular period granted to a Client creates no acquired right for the future and may not be invoked by another Client.

Allocation of payments. Any payment is allocated first to the costs due (reminder, postal delivery, debt recovery) and to default interest, then to the invoice designated by its payment reference; failing a reference, to the oldest invoice due. Any surplus is allocated according to the same rule. The collection of an invoice does not constitute a waiver of older amounts that remain outstanding.

4.7 Means of payment

Payments may be made in particular by:

- bank transfer;
- Swiss QR-bill;
- direct debit, where this service is offered;
- any other means accepted by MyEasyFlower.

No operative of MyEasyFlower — staff member, employee, representative, partner or subcontractor — is authorised to accept a payment in cash, whatever the amount or the reason. A payment handed over in person does not extinguish the Client's debt and has no discharging effect.

4.8 Additional services

Any service requested by the Client outside the contract is subject to separate invoicing.

This concerns in particular:

- urgent interventions;
- exceptional deliveries;
- specific installations;
- event decorations;
- additional travel;
- services performed outside usual hours.

The applicable rates are set out in appendix 3 or are the subject of a specific offer.

4.9 Extended choices, VIP and urgent interventions

The rotation service includes the presentation of the floral arrangements available at the time of the intervention. The Client may ask the operative to return to the vehicle or to the depot in order to submit a new selection to it.

Two (2) successive presentations are included in the service: the initial selection and a second selection at the Client's request.



MyEasyFlower never refuses a request for an additional choice. Beyond the second presentation, the additional intervention time is however invoiced at the hourly rate set out in appendix 3, per thirty (30) minutes commenced. The Client is informed thereof before the additional service is performed.

The same applies to interventions requested on an urgent basis, outside the scheduled rounds or outside usual working hours, as well as to additional rotations requested between two visits: they are performed as far as possible and are subject to additional invoicing at the rates set out in appendix 3 in force at the time of the service.

4.10 Contesting invoices

Any contestation of an invoice must be made in writing within a period of ten (10) days from its receipt.

Failing this, the invoice is deemed accepted.

A contestation does not suspend the obligation to pay the uncontested amounts.

4.11 Late payment, reminders, suspension and debt recovery

Invoices and reminders are drawn up and transmitted by electronic means using the accounting software used by MyEasyFlower, which may issue and send them automatically. Each invoice indicates its due date; the Client is in default as from that date, without further notice.

Failing payment by the due date, the following reminders are sent to the Client:

- fifteen (15) days after the due date: payment reminder, free of charge;
- thirty-one (31) days after the due date: second reminder, with a reminder fee of CHF 20.– excl. VAT;
- forty-five (45) days after the due date: final reminder, with a reminder fee of CHF 30.– excl. VAT, setting a new payment period of ten (10) days.

Reminder fees are exclusive of VAT, are invoiced separately and are due in addition to the invoice concerned. They are not due where payment was made before the reminder was issued; it suffices for the Client to report this by email. Default interest of five per cent (5 %) per annum is due as from the due date.

Reminders do not interrupt the service: rotations continue normally during the reminder procedure.

Suspension of the service and collection of the floral arrangements. Where three (3) invoices due remain unpaid or, for the quarterly, half-yearly and annual Subscription Plans, where an invoice remains unpaid more than ninety (90) days after its due date, MyEasyFlower sends the Client a written communication separate from the reminders. It informs the Client of the suspension of the service and sets a final payment period of ten (10) days, warning it that, failing payment within that period, the contract will be terminated. This communication is sent by email and may additionally be sent by registered mail. At the next visit, the operative collects the floral arrangements in place, without replacing them; the Client shall ensure the operative has access to them. During the suspension, no new period is invoiced and the current commitment period is extended accordingly; the amounts due, including costs, remain payable. The service resumes, with new floral arrangements, at the round following payment of all amounts due. If the Client refuses or prevents the collection, the lump-sum compensation values set out in appendix 4 become due and payable.

Termination for good cause. If the final period expires without payment, MyEasyFlower may terminate the contract in writing subject to thirty (30) days' notice to the end of a month, in accordance with Article 5.7. The amounts due, including costs, remain payable.

Debt recovery. Failing payment, MyEasyFlower may entrust debt recovery to a third party or initiate debt enforcement proceedings. The costs of debt enforcement are borne by the Client in accordance with the law. Reasonable debt recovery costs incurred against a professional Client, including those of an appointed debt collection agency, are also borne by it.

A special agreement made in writing, in particular a different due date or a payment plan, prevails over this Article.

4.12 Set-off

Subject to Article 265 of the Swiss Code of Obligations (CO), the Client may not set off the amounts due to MyEasyFlower against a claim which it considers it holds against the latter, save with prior written agreement or a final court decision.



4.13 Price revision and adaptation

MyEasyFlower may adapt its rates, as well as the price applicable to each contract, including once a year, in order to take account in particular of:

- the development of operating costs;
- salaries;
- social security contributions;
- insurance premiums;
- logistical costs;
- raw material costs;
- transport, fuel and vehicle costs;
- regulatory developments;
- inflation and changes in the cost of living, in particular according to the Swiss consumer price index published by the Federal Statistical Office.

Any adaptation of the price of a contract is communicated to the Client in writing, in particular by email, at least thirty (30) days before its entry into force.

A Client who does not accept the adaptation may terminate the contract in writing before its entry into force, with effect at the end of the current commitment period; until that date, the previous price remains applicable to it. Failing termination, the continuation of the services and the payment of the invoices drawn up at the new price constitute acceptance.

Where the price of a contract is lower than the list price, MyEasyFlower may bring it closer to that list price in successive steps, each being communicated in accordance with this Article. A price expressly guaranteed for a fixed period remains applicable until the end of that period.

4.14 Commercial discounts

Any discounts granted are calculated exclusively on the services concerned.

They create no acquired right for the future and may be modified or withdrawn upon renewal of the contract, subject to the notice provided for in Article 4.13, or upon any commercial renegotiation.

Multi-arrangement discount. An additional discount of five per cent (5 %) is granted as from three (3) floral arrangements rented at the same site, all sizes combined.

The grouping is assessed exclusively per site of installation, that is to say per actual delivery address. It is assessed neither per company name, nor per group of companies, nor per legal entity: arrangements installed at separate sites are not added together, even where they belong to the same Client or to the same group.

This discount may be combined with the discount linked to the Subscription Plan provided for in appendix 2, the combination being capped at twelve per cent (12 %).

Any higher discount, or any discount granted on other bases, constitutes an exception. It requires the prior written agreement of MyEasyFlower's Management, remains limited to the Client and to the contractual period concerned, and may not be invoked by any other Client.

4.15 Commercial history

MyEasyFlower keeps a history of the main commercial terms applicable to each Client, in particular the negotiated rates, the discounts, the contractual adaptations and the modifications of the services.

This history may be used to determine the applicable terms in the event of doubt or divergence between the parties, together with the contractual documents.

ARTICLE 5 – SUBSCRIPTION PLANS, DURATION, RENEWAL AND TERMINATION

5.1 Principle

Long-term rental services are offered in the form of subscriptions.



Each subscription determines exclusively:

- the Client's commitment period;
- the invoicing terms;
- the payment terms;
- any commercial discounts.

Unless otherwise agreed in writing, the Subscription Plan is independent of the frequency of rotations.

5.2 Subscription Plans

MyEasyFlower offers in particular the following Subscription Plans:

Monthly subscription

- minimum commitment of one (1) month;
- monthly invoicing in advance;
- monthly payment.

Quarterly subscription

- minimum commitment of three (3) months;
- quarterly invoicing in advance;
- commercial discount according to appendix 2.

Half-yearly subscription

- minimum commitment of six (6) months;
- half-yearly invoicing in advance;
- commercial discount according to appendix 2.

Annual subscription

- minimum commitment of twelve (12) months;
- annual invoicing in advance;
- commercial discount according to appendix 2.

The applicable discounts are set out in appendix 2.

For private Clients, only the quarterly Subscription Plan is offered, in accordance with Article 5.5.

5.3 Frequency of rotations

Unless otherwise agreed in writing, the floral arrangements are renewed once a month.

A different frequency may be agreed between the parties depending on:

- the Client's needs;
- the nature of the premises;
- the logistical constraints;
- the availability of the floral pool;
- the general organisation of the rounds.

The frequency of rotations has no effect on the commitment period of the Subscription Plan.

Any rotation frequency other than monthly requires MyEasyFlower's prior written agreement, which it assesses freely according to its operating constraints. The Client has no right to obtain it.

A reduced rotation frequency does not entail any proportional reduction in price. Where such a frequency is granted, the applicable financial terms, the commitment period and the invoicing arrangements are set out in special terms provided to the Client. These form an integral part of the contract within the meaning of article 2.5 and prevail over these General Terms and Conditions in respect of the matters they govern.



5.4 Renewal

Upon expiry of the current commitment period, the contract is automatically renewed for a new period corresponding to the applicable Subscription Plan, unless terminated by notice given in accordance with this article.

5.5 Termination

Save for any particular provision in the contract, each party may terminate the contract subject to thirty (30) days' written notice with effect at the end of the current commitment period.

Any termination must be notified in writing, in particular by postal mail or email.

Private Clients

The contract concluded with a Client who rents for private use is concluded under a quarterly Subscription Plan. The private Client may terminate it subject to thirty (30) days' written notice to the end of each three (3) month period; Article 5.6 does not apply to it. The current quarterly period is due in full, save in the event of force majeure within the meaning of Article 7.6; no suspension at the Client's request is permitted.

5.6 Early termination

The Subscription Plan commits the Client for the entire chosen period; this is the consideration for the discount granted to it. In the event of termination before the expiry of the commitment period, MyEasyFlower may require:

- payment for the services already performed;
- payment of the amounts remaining due until the end of the commitment period, after deduction of the costs that MyEasyFlower saves as a result of the early termination of the services;
- the immediate return of all floral arrangements made available.

Amounts paid in advance for the commitment period are not refunded.

5.7 Termination for good cause

MyEasyFlower may terminate the contract for good cause, in writing, subject to thirty (30) days' notice to the end of a month, in particular in the event of:

- non-payment under the conditions of Article 4.11;
- serious breach of these General Terms and Conditions;
- improper use of the floral arrangements;
- wilful damage to the goods;
- abusive, threatening or violent behaviour towards MyEasyFlower's staff;
- lasting impossibility of accessing the premises;
- any other circumstance making the continuation of the contractual relationship reasonably impossible.

Such termination does not deprive MyEasyFlower of the right to claim the amounts remaining due as well as any damages.

Until the effective date of the termination, MyEasyFlower may suspend its interventions where the safety of its staff or the preservation of its floral arrangements so requires.

5.8 Changes to the subscription

The Client may request at any time:

- the addition or removal of one or more floral arrangements;
- a change to their format;
- the addition or removal of service sites;
- a change to the frequency of rotations;
- a change of Subscription Plan;
- the subscription to additional services.



Any request is subject to MyEasyFlower's prior written agreement. No adaptation shall be deemed accepted by the mere fact of the Client's request, of its recording in an exchange or of the passage of time.

Any reduction in scope — removal of one or more floral arrangements, removal of a service site, downgrade to a smaller format or to a shorter Subscription Plan — requires a separate written agreement and entails a review of the applicable pricing terms.

In particular, where the reduction brings the Client below the threshold of three (3) arrangements at the same site, the multi-arrangement discount provided for in article 4.14 ceases to apply as from the effective date of the adaptation. The same applies to any discount whose conditions of grant are no longer met.

A reduction in scope may not take effect before the expiry of the current commitment period, unless otherwise agreed in writing by MyEasyFlower.

Adaptations take effect on the date agreed between the parties.

5.9 Continuity of service

Where a change to the subscription is accepted, MyEasyFlower shall implement the necessary adaptations within a reasonable period, taking into account the availability of the floral pool, the organisation of the rounds and operational constraints.

5.10 Return of goods

Upon termination of the contract, for whatever reason, the Client shall return without delay all floral arrangements, containers and accessories belonging to MyEasyFlower.

Failing return, the lump-sum compensation values provided for in these General Terms and Conditions shall apply, without prejudice to any other claim by MyEasyFlower.

ARTICLE 6 – OBLIGATIONS OF THE CLIENT

6.1 Cooperation

The Client undertakes to cooperate in good faith with MyEasyFlower in order to enable the proper performance of the services.

It shall communicate without delay any information likely to affect the organisation of the interventions, in particular in the event of relocation, building works, temporary closure, change of opening hours, change of contact person or any other circumstance that may affect the performance of the contract.

6.2 Access to the premises

The Client guarantees MyEasyFlower free, safe and reasonably easy access to the intervention sites during the agreed hours.

The floral arrangements must be installed in locations allowing their maintenance, replacement and collection without particular difficulty.

Where access requires authorisations, badges, codes or particular formalities, the Client shall ensure that these are made available before the intervention.

The Client shall inform MyEasyFlower, in advance and in writing, of any closure of its premises and of any change to its opening hours.

Where a scheduled intervention cannot be carried out because the premises are closed, inaccessible or their opening hours have been changed without MyEasyFlower having been informed, the visit is deemed to have been made and the service remains due. No additional visit may be required free of charge on this basis.

In such a case, the Client shall keep the floral arrangement in place until the next rotation, or may request an additional intervention, which shall be carried out and invoiced in accordance with article 4.9.

6.3 Safety

The Client shall ensure that the intervention sites offer normal safety conditions for MyEasyFlower's staff, partners and subcontractors.



Where safety conditions do not allow an intervention to be carried out without risk, MyEasyFlower may postpone or interrupt the service until normal access conditions are restored.

6.4 Use of the floral arrangements

The Client shall use the floral arrangements in accordance with their intended purpose.

It undertakes in particular:

- not to dismantle the arrangements;
- not to modify their composition;
- not to remove the traceability systems;
- not to move the arrangements to another site without MyEasyFlower's written authorisation;
- not to use the arrangements for temporary events, exhibitions or functions without prior agreement.

Any use outside the site provided for in the contract or for event purposes is subject to separate invoicing according to a specific offer.

6.5 Routine care

The Client shall take all reasonable precautions in order to preserve the floral arrangements in a normal state of use.

It undertakes in particular:

- to avoid any prolonged exposure to the weather;
- to avoid excessive heat sources;
- to avoid any exposure to significant humidity;
- not to use chemical or abrasive products for cleaning;
- not to carry out repairs or modifications.
- The floral arrangements are intended exclusively for indoor use. They must under no circumstances be placed outdoors, on a balcony, a terrace, a window ledge or in any location exposed to the weather, frost, wind, rain or prolonged direct sunlight.
- The Client shall expressly inform its maintenance staff, its cleaning providers and any person working on its premises that the floral arrangements must not be touched, watered, moved, cleaned or handled in any way whatsoever. Watering an artificial arrangement causes irreversible deterioration.
- The Client is liable for damage caused by its employees, agents and service providers, as well as by any person working on its premises at its request, as for its own. Any irreversible deterioration resulting from handling, watering or non-compliant exposure entails the application of the lump-sum compensation values set out in appendix 4.

6.6 Reporting of damage

The Client shall inform MyEasyFlower as soon as possible of any loss, theft, deterioration, disappearance or damage affecting a floral arrangement.

6.7 Respect for the teams

The Client undertakes to allow MyEasyFlower's staff, partners and subcontractors to carry out their assignments in a respectful, professional and safe environment.

Any abusive, discriminatory, threatening or violent behaviour, or any behaviour undermining the dignity of the operatives, constitutes a serious breach of these General Terms and Conditions.

6.8 Respect for MyEasyFlower's property

All floral arrangements, containers, accessories, supports, NFC chips, labels, traceability systems and other items made available remain the exclusive property of MyEasyFlower.

The Client shall refrain from selling, assigning, giving away, lending, renting out, pledging or otherwise disposing of these goods in any manner whatsoever.



6.9 Communication

The Client shall keep its administrative details up to date, in particular:

- its company name;
- its billing address;
- its email address;
- its telephone numbers;
- the contact details of the contact persons.

The Client remains responsible for the consequences arising from the failure to communicate such changes.

6.10 Contractual good faith

The parties undertake to perform the contract in a spirit of collaboration, transparency and mutual trust.

As far as possible, they shall give priority to seeking an amicable solution in the event of difficulty in performing the contract before taking any legal action.

ARTICLE 7 - LIABILITY

7.1 Principle

MyEasyFlower performs its services with all the care that may reasonably be expected of a specialised professional provider.

MyEasyFlower makes available floral arrangements fit for the agreed use and maintains them in accordance with these General Terms and Conditions.

7.2 Limitation of liability

MyEasyFlower is liable for damage caused wilfully or through gross negligence, as well as for injury to life, body or health. To the extent permitted by applicable law, its liability for slight negligence is excluded. This exclusion does not apply to private Clients.

7.3 Indirect damage

Subject to the mandatory provisions of Swiss law, MyEasyFlower shall in no event be liable for indirect or consequential damage, in particular:

- loss of turnover;
- loss of profits;
- business interruption loss;
- loss of clientele;
- loss of image;
- loss of data;
- loss of business opportunities;
- or any other indirect economic loss.

7.4 Liability relating to the floral arrangements

The Client assumes custody of the floral arrangements throughout the period during which they are made available.

It is liable in particular for any loss, disappearance, theft, destruction, irreversible deterioration or failure to return the goods belonging to MyEasyFlower.

7.5 Lump-sum compensation values

In the event of loss, theft, destruction, irreversible deterioration or failure to return a floral arrangement, the Client is required to pay MyEasyFlower compensation corresponding to the lump-sum compensation values in force.

The lump-sum compensation values are as follows:

**Format Lump-sum value**

Small CHF 380.–

Medium CHF 520.–

Large CHF 650.–

These values are also set out in appendix 4.

These amounts constitute contractual compensation intended to cover, in particular, the value of the goods, the costs of replacement, business interruption loss, and administrative and logistical costs.

They constitute neither a sale price nor a transfer of ownership.

7.6 Force majeure

Neither party may be held liable for the non-performance or delay in the performance of its obligations where this results from a case of force majeure.

The following in particular are considered cases of force majeure:

- natural disasters;
- fires;
- floods;
- pandemics;
- epidemics;
- wars;
- acts of terrorism;
- riots;
- general strikes;
- decisions of the authorities;
- major disruptions of transport or supply networks;
- or any other event beyond the reasonable control of the parties.

The party concerned shall inform the other party as soon as possible.

The obligations are suspended for the entire duration of the event.

The rental price remains due for as long as the floral arrangements remain at the Client's disposal.

7.7 Insurance

Each party is responsible for taking out the insurance policies it deems necessary to cover its own risks.

MyEasyFlower declares that it holds the insurance policies necessary for the normal conduct of its business.

7.8 Complaints

Any complaint relating to a service must be made in writing within ten (10) days following the intervention concerned.

After that period, the service is deemed to be compliant, save for hidden defects or mandatory provisions to the contrary.

7.9 Limitation period

Subject to the mandatory periods provided for by the applicable law, any claim of the Client arising from MyEasyFlower's services is subject to limitation in accordance with the provisions of the Swiss Code of Obligations.

7.10 Survival of obligations

The termination of the contract, for whatever reason, does not affect the obligations which, by their nature, are intended to survive its extinction, in particular those relating to:

- payments remaining due;
- lump-sum compensation values;



- confidentiality;
- ownership of the floral arrangements;
- limitations of liability;
- the applicable law and the place of jurisdiction.

ARTICLE 8 – CIRCULAR ECONOMY, OWNERSHIP AND TRACEABILITY

8.1 Principle

MyEasyFlower's business model is based on the principles of the circular economy.

The floral arrangements are maintained, cleaned, recomposed, repaired, modernised and put back into circulation in order to extend their service life, to optimise their use and to limit the consumption of natural resources.

8.2 Ownership

All floral arrangements, containers, accessories, decorative elements, supports, NFC chips, traceability systems and any other material made available remain the exclusive property of MyEasyFlower.

No ownership right is transferred to the Client during or after the term of the contract.

8.3 Shared floral pool

The Client acknowledges that the floral arrangements form part of a shared floral pool intended to be used successively by several Clients.

The arrangements may be withdrawn, recomposed, modernised or reassigned as part of MyEasyFlower's normal organisation.

8.4 Maintenance and recomposition

MyEasyFlower freely decides on the operations necessary to maintain the quality of its floral pool, in particular:

- cleaning;
- disinfection where necessary;
- repair;
- recomposition;
- the replacement of flowers or decorative elements;
- the change of container;
- the permanent withdrawal of an arrangement that has become unsuitable.

These interventions fall exclusively within MyEasyFlower's professional know-how.

8.5 Traceability

In order to ensure the optimal management of its floral pool, MyEasyFlower may use any traceability system it deems appropriate, in particular:

- NFC chips;
- QR codes;
- digital identifiers;
- photographs;
- serial numbers;
- computerised management systems;
- geolocation of the interventions;
- or any equivalent technology.

The Client shall refrain from removing, concealing, damaging or modifying these traceability systems.



8.6 Quality control

The floral arrangements are regularly inspected in order to guarantee a high level of aesthetic and technical quality. Any arrangement no longer meeting the quality standards defined by MyEasyFlower may be withdrawn from the floral pool, repaired, recomposed or replaced.

8.7 Environmental commitment

As part of its commitment to sustainable development, MyEasyFlower gives priority in particular to:

- the reuse of the floral arrangements;
- the extension of their service life;
- the reduction of waste;
- the reduction of unnecessary transport;
- the optimisation of the rounds;
- the limitation of single-use consumables;
- the reduction of packaging.

8.8 Packaging and logistics

MyEasyFlower gives priority to the use of reusable containers, crates and logistics equipment.

Single-use packaging is limited to the strict minimum in order to reduce the environmental impact of the services.

8.9 Innovation

MyEasyFlower invests continuously in the development of new collections, new materials, new manufacturing methods and new technologies intended to improve the quality of its services while reducing their environmental impact.

The Client accepts that these developments may be integrated into the service without this constituting a modification of the contract, provided that they maintain an equivalent or higher level of quality.

8.10 Quality commitment

MyEasyFlower's objective is to offer all of its clientele a premium floral decoration service based on:

- the quality of the arrangements;
- the diversity of the collections;
- the regular renewal of the decorations;
- personalised advice;
- the circular economy;
- continuous improvement;
- the lasting satisfaction of the Clients.

The Client acknowledges that these objectives constitute the guiding principles of the organisation and operation of MyEasyFlower's floral pool.

ARTICLE 9 – DATA PROTECTION, CONFIDENTIALITY AND DIGITAL EVIDENCE

9.1 Data protection

MyEasyFlower processes personal data in accordance with the Swiss Federal Act on Data Protection (FADP) and, where applicable, Regulation (EU) 2016/679 (GDPR). The terms of the processing are described in the Privacy Policy set out in appendix 9.

The processing operations are limited to the data necessary for the conclusion, the performance, the management and the monitoring of the contractual relationship.

9.2 Data processed

In connection with its services, MyEasyFlower may in particular process the following data:



- the Client's contact details;
- the contact details of the contact persons;
- the addresses of the intervention sites;
- opening hours and arrangements for access to the sites;
- billing information;
- history of the services;
- history of the interventions;
- traceability data;
- photographs of the floral arrangements and of their location;
- commercial exchanges.

9.3 Purposes of the processing

The data are used in particular for:

- the performance of the contract;
- the planning of the interventions;
- administrative management;
- invoicing;
- the monitoring of the quality of the services;
- the management of the floral pool;
- the traceability of the arrangements;
- the continuous improvement of the services;
- compliance with legal obligations.

9.4 Confidentiality

Each party undertakes to preserve the confidentiality of the commercial, technical, financial and organisational information of which it becomes aware in connection with the performance of the contract.

This obligation remains applicable after the end of the contractual relationship for a period of five (5) years, subject to mandatory legal obligations.

9.5 Photographs of the services

In connection with the performance of the services, MyEasyFlower may take photographs of the floral arrangements installed.

These photographs are primarily intended:

- to document the interventions;
- to ensure the traceability of the floral pool;
- to monitor the quality of the services;
- to train the staff;
- to resolve any disputes.

Where the photographs make it possible to identify the Client or its premises to a significant extent and are intended for commercial or advertising purposes, MyEasyFlower shall seek its prior agreement, unless the identifying elements are removed or anonymised.

9.6 Electronic communications

The parties acknowledge the validity of communications made by email in connection with the performance of the contract.



Unless proven otherwise, emails sent to the last address communicated by the recipient are deemed to have been validly received.

9.7 Evidential value of digital documents

The parties acknowledge the evidential value of the electronic documents produced or kept by MyEasyFlower, in particular:

- emails;
- intervention reports;
- photographs;
- time stamps;
- computer histories;
- electronic validations;
- traceability data;
- activity logs;
- records of the interventions.

These elements may be used as means of evidence within the limits permitted by the applicable law.

9.8 Data retention

The data are retained for the period necessary for the performance of the contract, for compliance with legal obligations and for the defence of MyEasyFlower's rights.

Upon expiry of the applicable periods, they are deleted, anonymised or archived in accordance with legal requirements.

9.9 Subcontractors

MyEasyFlower may call upon specialised providers for IT hosting, maintenance, invoicing, the management of the interventions or any other service necessary for the performance of the contract.

It ensures that these providers offer appropriate guarantees in terms of confidentiality and data protection.

Some of these providers process data outside Switzerland. Their list, the place of processing and the applicable safeguards are set out in appendix 9.

9.10 Data security

MyEasyFlower implements reasonable technical and organisational measures in order to protect the data against any unauthorised access, loss, destruction, disclosure or unlawful modification, taking into account the state of the art, the risks identified and the nature of the data processed.

ARTICLE 10 – FINAL PROVISIONS

10.1 Entirety of the contract

The contract concluded between the parties consists of the elements listed in Article 2.5, according to the order of priority provided for therein.

These elements replace any prior agreement, proposal, negotiation or exchange having the same object.

10.2 Modification of the General Terms and Conditions

MyEasyFlower may modify these General Terms and Conditions in order in particular to take account of:

- developments in its business;
- developments in legislation;
- developments in case law;
- developments in its working methods;
- developments in its organisation;



- developments in its services.

The new General Terms and Conditions are published on MyEasyFlower's website and communicated to the Client in writing, in particular by email or with an invoice, at least thirty (30) days before their entry into force for ongoing contracts.

A Client who does not accept them may terminate its contract in writing before their entry into force, with effect at the end of the current commitment period; until that date, the general terms and conditions it previously accepted remain applicable to it. Failing termination, the continuation of the services and the payment of the invoices issued after their entry into force constitute acceptance.

Unless otherwise provided by mandatory law, they apply to the services performed after their entry into force.

10.3 Partial invalidity

If a provision of these General Terms and Conditions were to be declared null, invalid or unenforceable, the other provisions remain fully valid.

The parties undertake to replace the provision concerned by a lawful provision coming as close as possible to the initial economic objective.

10.4 No waiver

The fact that MyEasyFlower does not immediately exercise a right arising from the contract or from these General Terms and Conditions may not be interpreted as a waiver of that right.

10.5 Assignment of the contract

The Client may not assign all or part of its rights or obligations arising from the contract without MyEasyFlower's prior written agreement.

MyEasyFlower may assign the contract or transfer all or part of its rights and obligations to a company of the same group, to a legal successor or in connection with a restructuring, a merger or a transfer of business, provided that the Client's legitimate interests are preserved.

10.6 Applicable law

These General Terms and Conditions as well as all contractual relations between the parties are governed exclusively by Swiss law, to the exclusion of its conflict-of-laws rules.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

10.7 Amicable settlement of disputes

Before any legal proceedings, the parties undertake to seek in good faith an amicable solution to any dispute relating to the interpretation or the performance of the contract.

This provision does not, however, deprive any party of its right to take the protective or urgent measures necessary to safeguard its interests.

10.8 Place of jurisdiction

Subject to the mandatory places of jurisdiction provided for by Swiss law, any dispute relating to the interpretation, the performance or the validity of the contract falls within the exclusive jurisdiction of the courts of the Canton of Geneva.

10.9 Reference language

These General Terms and Conditions are drawn up in the French language.

In the event of translation into another language, only the French version is authoritative.

10.10 Entry into force and application over time

These General Terms and Conditions replace all previous versions published by MyEasyFlower, in accordance with the following arrangements.

New contracts. They apply to any contract concluded as from 24 September 2026, the date of their publication.



Ongoing contracts. For contracts concluded before that date, whatever the Subscription Plan (monthly, quarterly, half-yearly or annual), they apply as from 24 October 2026, i.e. thirty (30) days after their publication, in accordance with Article 10.2. Where they are communicated to the Client after 24 September 2026, they apply to that Client thirty (30) days after such communication.

A Client who does not accept them may terminate its contract in writing before the date on which they apply to it, with effect at the end of the current commitment period; until that date, the general terms and conditions it previously accepted remain applicable to it. Failing termination, the continuation of the services and the payment of the invoices issued as from that date constitute acceptance of these General Terms and Conditions. The Client may also accept them at any time before that date, in writing or by email.

The special terms expressly agreed between the parties prevail in the event of contradiction.

These General Terms and Conditions are permanently accessible on the website www.myeasyflower.com.

MyEasyFlower®

MSLH 18 SA

Version 3.2 – 24 September 2026

APPENDICES

Appendix 1 – Price catalogue

Appendix 2 – Subscription Plans

Appendix 3 – Additional services

Appendix 4 – Lump-sum compensation values

Appendix 5 – Formats of the floral arrangements

Appendix 6 – Quality policy

Appendix 7 – Invoicing and payment arrangements

Appendix 8 – MyEasyFlower® Quality Charter

Appendix 9 – Privacy Policy

APPENDIX 1 – PRICE CATALOGUE

1. List prices (excl. VAT)

Format Monthly rate

Small CHF 90.–

Medium CHF 110.–

Large CHF 130.–

The above rates constitute the reference list prices.

The special commercial terms negotiated with certain Clients remain applicable in accordance with the contract or the accepted offer.

The list prices may be modified at any time by MyEasyFlower.

Price actually applicable. The price actually applicable to the Client is that agreed between the parties and formalised by the exchange of confirmation emails as well as by the first invoice paid.

This agreed price prevails over the list price, in accordance with Articles 4.2 and 4.3 of these General Terms and Conditions. A modification of the list price does not automatically entail a modification of this price; any adaptation of the price of a contract takes place in accordance with Article 4.13.

2. Services included

Each subscription includes in particular:

- the making available of the floral arrangements;
- installation;



- maintenance;
- cleaning;
- replacement according to the agreed frequency;
- decorative advice;
- renewal of the collections;
- collection at the end of the contract.

3. Services excluded

Unless otherwise agreed, the following are not included:

- event decorations;
- exceptional installations;
- removals;
- urgent deliveries;
- VIP services;
- repairs resulting from improper use.

APPENDIX 2 – SUBSCRIPTION PLANS

Monthly Subscription

Minimum commitment: 1 month

Monthly invoicing

Monthly payment

Quarterly Subscription

Minimum commitment: 3 months

Invoicing in advance

Discount: 2 %

Half-Yearly Subscription

Minimum commitment: 6 months

Invoicing in advance

Discount: 4 %

Annual Subscription

Minimum commitment: 12 months

Invoicing in advance

Discount: 7 %

Multi-arrangement discount: an additional five per cent (5 %) as from three (3) arrangements rented at the same site, within the meaning of article 4.14.

The multi-arrangement discount may be combined with the discount linked to the Subscription Plan, the combination being capped at twelve per cent (12 %). No other combination is permitted without the prior written agreement of the Management.

APPENDIX 3 – ADDITIONAL SERVICES

Exceptional interventions

Hourly rate:

CHF 70.– / hour

Intervention outside usual hours

CHF 100.– / hour

**Evening, weekend or public holiday intervention**

CHF 150.- / hour

Exceptional travel

According to quotation.

Special installations

According to quotation.

Event decorations

According to a specific offer.

APPENDIX 4 – LUMP-SUM COMPENSATION VALUES**Format Value**

Small CHF 380.-

Medium CHF 520.-

Large CHF 650.-

These amounts apply in particular in the event of:

- loss;
- theft;
- destruction;
- irreversible deterioration;
- failure to return.

They constitute contractual compensation and do not transfer any ownership right to the Client.

APPENDIX 5 – FORMATS OF THE FLORAL ARRANGEMENTS

The dimensions are given by way of indication.

A tolerance of $\pm 20\%$ is permitted.

Format Approximate height

Small approx. 30 cm

Medium approx. 75 cm

Large over 100 cm

The height is measured from the base of the container to the highest point of the composition.

The visual result, the aesthetic balance and the harmony of the composition prevail over the exact dimensions.

APPENDIX 6 – QUALITY POLICY

MyEasyFlower applies a quality policy based on the following principles:

- regular inspection of the arrangements;
- systematic cleaning;
- replacement of worn elements;
- recomposition of the arrangements where necessary;
- permanent renewal of the collections;
- continuous improvement of the services;
- personalised decorative advice;
- circular economy;
- lasting satisfaction of the Client.



The quality standards are defined exclusively by MyEasyFlower.

APPENDIX 7 – INVOICING AND PAYMENT ARRANGEMENTS

Invoices are issued by electronic means, in accordance with Article 4.5. At the Client's express request, postal delivery of invoices and reminders: CHF 5.– excl. VAT per mailing.

The standard payment period is seven (7) days from the date of issue of the invoice, in accordance with article 4.6. A different period agreed between the parties, resulting from the first invoice issued or from the exchange of confirmation emails, prevails over this standard period.

Payments are made:

- by Swiss QR-bill;
- by bank transfer;
- by direct debit where offered;
- or by any other means accepted by MyEasyFlower.

No operative of MyEasyFlower — staff member, employee, representative, partner or subcontractor — is authorised to accept a payment in cash, in accordance with article 4.7.

Reminder policy, in accordance with Article 4.11: payment reminder free of charge fifteen (15) days after the due date; second reminder with a fee of CHF 20.– excl. VAT thirty-one (31) days after the due date; final reminder with a fee of CHF 30.– excl. VAT forty-five (45) days after the due date; default interest of 5 % per annum as from the due date. Reminders do not interrupt the service. As from three (3) unpaid invoices due: written notice of suspension with a final period of ten (10) days, collection of the floral arrangements at the next visit, without invoicing of new periods; failing payment within that period, termination for good cause subject to thirty (30) days' notice to the end of a month.

Allocation of payments: first to costs and interest, then to the invoice designated by the payment reference or, failing this, to the oldest invoice due, in accordance with Article 4.6.

APPENDIX 8 – MyEasyFlower® QUALITY CHARTER

Our commitments

At MyEasyFlower®, our ambition is to offer each Client a sustainable, elegant and evolving floral decoration.

We undertake to:

- offer high-end artificial floral arrangements;
- ensure regular professional maintenance;
- renew the decorations according to the agreed frequency;
- offer a wide choice among the available collections;
- advise our Clients in their decorative choices;
- invest continuously in new collections;
- give priority to the circular economy and to the reuse of the arrangements;
- reduce packaging and waste;
- ensure complete traceability of our floral pool;
- maintain a high level of service quality.

Our objective is to build a lasting relationship based on trust, quality, transparency and the satisfaction of our Clients.

APPENDIX 9 – PRIVACY POLICY

1. Purpose

This Privacy Policy describes the manner in which MyEasyFlower®, a brand operated by MSLH 18 SA, collects, processes, uses, retains and protects personal data in connection with its activities.

It supplements the General Terms and Conditions of Rental and Provision of Services.



This Privacy Policy is established in accordance with the Swiss Federal Act of 25 September 2020 on Data Protection (FADP, SR 235.1), in force since 1 September 2023, and with the Ordinance of 31 August 2022 on Data Protection (DPO, SR 235.11).

The use of cookies and similar technologies is further governed by article 45c let. b of the Swiss Federal Act of 30 April 1997 on Telecommunications (TCA, SR 784.10), which requires users to be informed of the processing and given the possibility to refuse it.

Where data relating to persons located in the European Economic Area is processed in connection with an offer of goods or services directed at them, Regulation (EU) 2016/679 (GDPR) may apply in parallel.

The competent supervisory authority is the Federal Data Protection and Information Commissioner (FDPIC), Feldeggweg 1, 3003 Bern.

2. Data controller

MSLH 18 SA – MyEasyFlower®, Rue Cécile-Biéler-Butticaz 7, 1207 Genève, Switzerland

Email: info@myeasyflower.com

3. Data collected

Depending on the nature of the commercial relationship, MyEasyFlower may collect in particular:

- company name;
- surname and first name of the contact persons;
- position;
- postal address;
- email address;
- telephone number;
- the addresses of the intervention sites;
- billing details;
- VAT or UID number;
- order history;
- history of the interventions;
- photographs of the services;
- traceability data;
- commercial exchanges.

4. Purposes of the processing

The data are used exclusively to:

- draw up offers;
- conclude contracts;
- organise the interventions;
- ensure administrative management;
- issue invoices;
- provide after-sales service;
- improve the quality of the services;
- manage the floral pool;
- comply with legal obligations.

5. Legal basis

The processing operations are carried out in particular on the basis of:



- the performance of the contract;
- legal obligations;
- MyEasyFlower's legitimate interests;
- the consent of the data subject where this is required.
- Sensitive personal data within the meaning of article 5 let. c FADP is processed only with the express consent of the data subject or where the law so provides.

6. Retention period

The data are retained throughout the duration of the commercial relationship and thereafter for the periods imposed by the applicable Swiss legislation.

Upon expiry of these periods, they are deleted, anonymised or archived in accordance with legal requirements.

7. Transfer of data

The data may be communicated only where this is necessary:

- to logistics partners;
- to IT subcontractors;
- to payment service providers;
- to the competent authorities where the law so requires.

MyEasyFlower neither sells nor rents out the personal data of its Clients.

MyEasyFlower's main IT service providers and the place where they process the data are as follows:

- AbaNinja (DeepCloud AG) – accounting, invoicing and reminders: Switzerland;
- Softr – intervention management application: Germany (European Union);
- Airtable (Formagrid Inc.) – client and intervention database: United States;
- Trello (Atlassian) – round planning: United States;
- Google (Google Workspace) – email, calendar and documents: Google data centres, in particular in the European Union and the United States;
- Microsoft (Microsoft 365, OneDrive, SharePoint) – document storage: Switzerland (validated geographic region); certain data may still be hosted in the European Union or EFTA;
- Apple (iCloud) – mobile devices and photographs of the interventions: United States and European Union.

Switzerland recognises an adequate level of protection for the States of the European Union as well as, since 15 September 2024, for US companies certified under the Swiss-U.S. Data Privacy Framework. For other transfers, MyEasyFlower relies on the standard contractual clauses recognised by the Federal Data Protection and Information Commissioner (FDPIC) (Art. 16 para. 2 FADP) and, for processing subject to the GDPR, on the safeguards provided for in Articles 45 and 46 GDPR.

8. Security

MyEasyFlower implements appropriate technical and organisational measures in order to protect the data against any unauthorised access, loss, destruction, disclosure or modification.

These measures are taken in accordance with article 8 FADP and articles 1 to 6 DPO. Any breach of data security likely to result in a high risk to the personality or fundamental rights of the data subjects is notified to the FDPIC as soon as possible, in accordance with article 24 FADP.

9. Photographs

The photographs taken during the interventions are primarily intended:

- for traceability;
- for quality control;
- for the management of the floral pool;



- as evidence of the services.

Any use of photographs clearly identifying a Client or its premises for advertising or communication purposes is subject to prior authorisation, unless the identifying elements have been removed or anonymised.

10. Rights of data subjects

Any data subject may, within the limits provided for by the applicable legislation:

- request access to its data;
- request their rectification;
- request their deletion where this is legally possible;
- request the restriction of certain processing operations;
- object to certain processing operations based on MyEasyFlower's legitimate interests.

Requests may be addressed in writing to MyEasyFlower.

These rights are exercised in accordance with articles 25 to 32 FADP. MyEasyFlower responds within the legal time limits and free of charge, subject to the exceptions provided by law.

11. Website

MyEasyFlower's website may use cookies or similar technologies in order to improve navigation, measure site traffic and ensure its proper functioning.

The details of these processing operations are available on the website.

12. Modification of the policy

MyEasyFlower may adapt this Privacy Policy in order to take account of legal, technical or organisational developments.

The version published on the website is authoritative.

13. Entry into force

This Privacy Policy enters into force on 20 August 2026 and replaces any previous version.