STRAUSSBAR HAMBURG GMBH

General Terms and Conditions

As of: 14 November 2026

This is a courtesy translation. In case of discrepancies the German version prevails.

1. Scope and customer service

1.1. These are the General Terms and Conditions of Straussbar Hamburg GmbH (hereinafter “Straussbar”) for legal transactions with its customers (hereinafter “Customer”). The following General Terms and Conditions, in the version valid at the time of the order, apply exclusively to the business relationship between Straussbar and the Customer.

1.2. Straussbar’s customer service can be reached for questions, complaints and objections during the opening hours of the Hamburg City shop (Valentinskamp 95, 20354 Hamburg; the current opening hours are shown on the page Contact) by phone on 040 50696665 and by email at info@straussbar.de.

1.3. A consumer within the meaning of these Terms is any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to their commercial nor to their self-employed professional activity (§ 13 BGB, German Civil Code).

1.4. A business within the meaning of these Terms is any natural or legal person or partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or self-employed professional activity (§ 14 BGB).

1.5. Deviating terms of the Customer are not recognised unless Straussbar expressly agrees to their validity in writing.

2. Offers and service descriptions

2.1. The presentation of the products in the online shop does not constitute a legally binding offer, but a non-binding invitation to place an order (also known as *invitatio ad offerendum*). Service descriptions in catalogues and on Straussbar’s website do not have the character of an assurance or guarantee.

2.2. All offers apply while stocks last, unless otherwise stated for the products. Errors are otherwise reserved.

2.3. Flowers and plants are individual natural products. The bouquets and floral compositions shown in the online shop are sample photos. They are subject to seasonal and daily availability. In particular for short-notice orders and deliveries, reasonable deviations in colour, shape and size may therefore occur. In every case Straussbar endeavours to design the piece as close as possible to the illustration in type, colour and appearance.

2.4. If an ordered product is not available in the form shown, Straussbar will deliver an equivalent product at the same price that comes as close as possible to the overall impression of the ordered product, insofar as this is reasonable for the Customer. Straussbar will contact the Customer without undue delay beforehand. If the Customer cannot be reached (e.g. because of an incorrect phone number), Straussbar decides at its reasonable discretion within the scope of sentence 1. If an equivalent product is also unavailable, clause 5.2 applies.

2.5. Only the products shown in the online shop can be ordered. Orders are processed only from Monday to Saturday.

3. Ordering process, conclusion of contract and protection of minors

3.1. The Customer selects a product in the online shop, can optionally add a greeting card and further items (e.g. champagne or sweets), and places the selection in the shopping cart via the button “Add to cart” or the selection steps of the order process. The contents of the cart are shown in the order process; the product selection can be changed or deleted there. The Customer then continues the order process in several steps (login or continuing as a guest, billing address, shipping method with desired delivery date, payment method) and reaches the next step via the buttons “Continue to …”. For collective orders (several packages to different addresses) and for rental plants, the order process runs on the same principle in its own steps.

3.2. In the order summary, all details (products, billing and delivery address, shipping method, desired delivery date, payment method and total price) are shown to the Customer once more before completion. Via the button “Place order with obligation to pay” the Customer submits a binding offer to purchase the goods in the cart. Before submitting the order, the Customer can change and view the data at any time, go back to earlier steps via the button “Back” or the step indicator, or cancel the order process altogether. Required information is marked with an asterisk (*).

3.3. **Special provision for alcoholic beverages (protection of minors):** Straussbar sells alcoholic beverages (e.g. sparkling wine) only as an additional item to an order containing at least one bouquet; an order consisting solely of alcoholic beverages is not possible. The sale of alcohol to children and young people is prohibited. By submitting an order that includes alcoholic beverages, the Customer assures that they have reached the statutory minimum age (18 years). Such products are also delivered exclusively with a visual age check by the delivery service; handover to minors is excluded.

3.4. After receipt of the order, Straussbar sends the Customer an automatic confirmation of receipt by email, in which the Customer’s order is listed again (order confirmation). This automatic confirmation of receipt merely documents that the order has been received by Straussbar and does not yet constitute acceptance of the offer.

3.5. Depending on the chosen payment method, the purchase contract is concluded as follows:

- **When paying by prepayment (invoice in advance):** The contract is concluded when Straussbar sends the invoice to the Customer by email. The invoice is created and sent immediately after receipt of the order. If payment, although due, has not been received by Straussbar within five working days after the order confirmation was sent, Straussbar reminds the Customer of the payment by email and sets a grace period of three calendar days. If payment is not received by Straussbar within this grace period either, Straussbar withdraws from the contract, with the consequence that the order lapses and there is no obligation to deliver; the order is cancelled. The item is therefore reserved for prepayments at most until the grace period expires.
- **When paying by SEPA direct debit:** The contract is concluded when Straussbar sends the invoice to the Customer by email. The invoice is created and sent immediately after receipt of the order.
- **When paying by consolidated invoice:** The contract is concluded when Straussbar ships or hands over the ordered product to the Customer. The invoice follows as a consolidated invoice at the end of the month (clause 6.5).
- **When paying by instant payment methods (e.g. PayPal, credit card, Google Pay):** The contract is concluded at the time the Customer authorises or executes the payment at the end of the order process.

3.6. Consumers are generally entitled to a statutory right of withdrawal for orders in the online shop. It does not exist for contracts for the supply of goods that are liable to deteriorate rapidly (in particular freshly assembled bouquets and floristry products). Details can be found in the withdrawal policy. For rental contracts with consumers, the withdrawal policy for rental contracts applies.

3.7. If the Customer provides third-party data in the order process (e.g. name and address of recipients as a different delivery address or in an uploaded CSV file for the collective order), the Customer assures that they are authorised to do so. Uploading a CSV file is only possible with a customer account. Information on the processing of this data can be found in the privacy policy.

3.8. The Customer can create a customer account in the order process or under “My account”. The Customer must keep their login details secret and protect them from access by third parties. The customer account can be deleted at any time; statutory retention obligations for order and invoice data remain unaffected (see privacy policy). Individual payment methods are only available if the respective requirements are met (see the page Payment methods).

4. Prices and shipping costs

4.1. All prices stated on Straussbar’s website include the statutory value added tax applicable at the time.

4.2. For customers registered as business customers with net prices, prices are shown net plus statutory value added tax. The value added tax is shown separately in the cart and on the invoice.

4.3. In addition to the stated prices, Straussbar charges shipping costs for delivery. The shipping costs are clearly communicated to the Customer on the page Shipping and delivery and in the order process before the order is placed. If surcharges (additional charges on the shipping price) apply to the chosen delivery (e.g. Saturday delivery, remote locations, delivery in 180 minutes, hospital delivery or age verification), these are also shown before the order is placed.

4.4. Alle Preise und die Abrechnung erfolgen in Euro (EUR). Auf der englischsprachigen Website werden Preise zusätzlich in anderen Währungen zur Orientierung angezeigt. Diese Beträge berechnen wir aus tagesaktuellen Referenzkursen und berücksichtigen dabei einen kleinen Sicherheitsaufschlag von 3 % für Kursschwankungen; sie sind unverbindlich. Maßgeblich ist der im Bestellvorgang angezeigte Betrag in Euro. Ist Ihr Konto oder Ihre Karte in einer anderen Währung geführt, kann Ihre Bank oder Ihr Kartenanbieter eigene Umrechnungskurse und Entgelte berechnen.

5. Delivery, availability of goods and delivery process

5.1. Where prepayment is agreed, delivery takes place after receipt of the invoice amount. Straussbar prepares the order on the working day after receipt of payment; shipping therefore begins at the earliest on the working day after receipt of payment. Agreed delivery dates that fall before this point in time are postponed to the earliest possible delivery date.

5.2. If the ordered product is permanently unavailable and no equivalent product can be delivered under clause 2.4 either, because Straussbar is not supplied with this product by its supplier through no fault of its own, Straussbar may withdraw from the contract. In this case Straussbar will inform the Customer without undue delay and refund any consideration already received without undue delay.

5.3. Customers are informed about delivery times and delivery restrictions (e.g. delivery only within Germany) on the page Shipping and delivery or within the respective product description.

5.4. Delivery is made to the delivery address stated in the order. The shipping costs are to be borne by the Customer.

5.5. **Special provision for rapidly perishable goods (flowers):** The Customer is obliged to ensure that handover of the perishable goods is possible at the delivery address on the agreed or announced delivery date. If delivery of fresh goods (flowers) fails for reasons for which the Customer is responsible (e.g. stating an incorrect delivery address, no readiness to accept, no acceptance by neighbours) and the goods consequently spoil, the Customer remains obliged to pay the purchase price. However, the Customer expressly remains entitled to prove that Straussbar suffered no damage or substantially less damage than the retained purchase price.

5.6. Straussbar delivers alcoholic beverages only as an additional item to an order containing at least one bouquet and only to adults. For shipping by DHL Express, delivery is made with a visual age check: the shipment must be accepted by an adult at the delivery address. The costs for this are part of the shipping costs and are communicated to the Customer before the order.

5.7. Change of delivery address and delivery date: As long as the order has not yet been shipped, the Customer can change the delivery address and the desired delivery date online until 12:00 noon on the day before shipping (Sundays and public holidays do not count) (link in the order confirmation or in the customer account). The change is made by a replacement order: Straussbar creates a new order with the changed details and cancels the original order; payments already made are transferred to the new order, a new invoice is created for the new order and the original invoice is cancelled. The change is only possible online if the shipping costs do not change as a result; otherwise Straussbar changes the order on request by phone, if applicable against charging changed shipping costs. There is no entitlement to a change after the deadline has expired or for collective orders and rental plants.

5.8. Since flowers are fresh goods and Straussbar wants to ensure their freshness as best as possible, floristry products are shipped only within Germany, unless Straussbar has promised the Customer different delivery areas in writing.

5.9. Provision for collection: The Customer can order any item in the online shop for collection (at least one working day before the desired collection date) and collect it in one of Straussbar’s two shops. Details can be found on the page Shipping and delivery.

5.10. Delivery on the desired date: The Customer chooses a desired delivery date in the order process. Delivery is Monday to Saturday, not on Sundays and public holidays; with DHL Express there is additionally no delivery on the first day after a public holiday in the federal state of the delivery address. The desired date can be chosen up to 90 days in advance for courier and DHL Express, and up to 30 days in advance for collection. In the order process only dates on which delivery is possible are offered; the earliest date is displayed and takes into account the delivery time of the ordered items. Straussbar delivers on the chosen day. A specific time or time window cannot be promised. For shipping by DHL Express, delivery on the chosen day also depends on the parcel service. If a date cannot be kept for reasons for which Straussbar is not responsible (e.g. traffic situation, weather, strike or delivery delay by the parcel service), Straussbar or – for shipping by DHL Express – the parcel service informs the Customer without undue delay (e.g. by email). With DHL Express it may be necessary for the Customer to arrange the new delivery date with the parcel service themselves on the basis of the parcel service’s notification; Straussbar supports the Customer on request in clarifying the whereabouts of the shipment. In all other cases Straussbar agrees a replacement date with the Customer. The Customer’s statutory rights, in particular in the event of final non-delivery, remain unaffected.

5.11. Delivery in 180 minutes: For selected products in stock, Straussbar offers delivery within 180 minutes of receipt of the order in Hamburg. It is available for orders placed Monday to Saturday until 3:00 pm and is chosen in the order process; the surcharge is shown before the order (clause 4.3).

5.12. Collective order: For collective orders, each package is delivered separately. Delivery address, shipping method, shipping costs and desired delivery date apply per package, as does the delivery time of the items it contains. Payment is made jointly for the entire collective order. A change under clause 5.7 is not possible online for collective orders.

6. Payment terms

6.1. Within the order process and before completing it, the Customer can choose from the available payment methods. Customers are informed about the available means of payment on the page Payment methods.

6.2. If third-party providers are commissioned with payment processing (e.g. PayPal or secupay), their general terms and conditions apply in addition.

6.3. If the due date of payment is determined by the calendar, the Customer is in default merely by missing the date. In this case the Customer must pay the statutory default interest. Claiming further damages for default remains reserved.

6.4. The Customer is only entitled to set off if their counterclaims have been finally determined by a court or acknowledged by Straussbar **or if the counterclaims are based on the same contractual relationship**. The Customer can only exercise a right of retention insofar as the claims result from the same contractual relationship.

6.5. Purchase on invoice is only open to customers for whom Straussbar has enabled it (as a rule business customers). Orders on invoice are combined into a consolidated invoice at the end of the month; payment must be made within 8 days of the invoice date without deduction. For prepayment, PayPal, credit card and Google Pay, payment is made before delivery without deduction. For SEPA direct debit, Straussbar collects the invoice amount on the due date stated in the pre-notification; delivery may take place before receipt of payment.

6.6. SEPA direct debit – advance notice (pre-notification)

(1) When paying by SEPA direct debit, Straussbar Hamburg GmbH (creditor identifier: DE56ZZZ00002696046) collects the invoice amount from the stated account on the basis of the SEPA direct debit mandate granted by the Customer.

(2) The period for the advance notice (pre-notification) of the due date of a SEPA direct debit is shortened to one day before the due date. The Customer expressly agrees to this shortening in the order process.

(3) The advance notice is given with the invoice, which the Customer receives in a separate email. It contains the debit amount, the due date (if this day is not a bank working day, the debit takes place on the following bank working day) and the creditor identifier; the mandate reference is stated on the invoice.

6.7. Trade fair customers: For orders for delivery to the grounds of Hamburg Messe und Congress GmbH (HMC), registered trade fair customers can use the payment method “Billing via Hamburg Messe und Congress GmbH”. A prerequisite is stating the HMC order number; Straussbar can verify this information against the HMC exhibitor list. The services are then billed via HMC; delivery and collection on the exhibition grounds are included in the price with this billing.

7. Retention of title

7.1. Until full payment, the delivered goods remain the property of Straussbar.

8. Warranty for defects and guarantee

8.1. The warranty is governed by the statutory provisions.

8.2. A guarantee exists for the goods delivered by Straussbar only if it was expressly given. If Straussbar gives a guarantee, it communicates the guarantee conditions together with the guarantee declaration.

8.3. In order to be able to clarify defects in fresh goods (flowers, plants) quickly, Straussbar asks that complaints be reported without undue delay, if possible on the day of delivery, with photos to info@straussbar.de. The Customer’s statutory rights remain unaffected.

9. Liability

9.1. Without prejudice to the other statutory requirements for claims, the following exclusions and limitations of liability apply to Straussbar’s liability for damages:

9.1.1. Straussbar is liable without limitation insofar as the cause of the damage is based on intent or gross negligence.

9.1.2. In cases of slight negligence, Straussbar is only liable if it breaches a cardinal obligation. Cardinal obligations are obligations that are essential for the performance of the contract and on whose observance the Customer may regularly rely (e.g. timely and defect-free delivery). In this case liability is limited to the foreseeable damage typical for this type of contract. In the event of a slightly negligent breach of other obligations, Straussbar is not liable.

9.1.3. The above limitations of liability do not apply to injury to life, body and health, to a defect after assuming a guarantee for the quality of the product, and to fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.

9.1.4. Insofar as Straussbar’s liability is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

10. Storage of the contract text

10.1. Before the order is placed, all order data is shown to the Customer in an overview in the last step. The Customer can access the Terms and Conditions and the withdrawal policy at any time on this website and print or save them using the print or save function of their browser.

10.2. Straussbar also sends the Customer an order confirmation with all order data to the email address provided. With the order confirmation, the Customer also receives a copy of the Terms and Conditions and the withdrawal policy (for rental contracts with consumers: the withdrawal policy for rental contracts) as a PDF file attached to the email. The shipping costs and the chosen delivery and payment method are listed in the order confirmation. In addition, Straussbar stores the contract text but does not make it publicly accessible on the internet.

11. Special conditions for rental plants

11.1. These conditions apply in addition to the rental of plants, planters, room dividers and decoration via the order route “Rental plants” for trade fairs, company events and functions. Otherwise the provisions of these Terms apply. Permanent rental (ongoing greening of rooms) is not the subject of this order route and is agreed separately on request.

11.2. The basic rental period is three days and usually comprises delivery on the day before, the event day itself and collection on the following day. Longer periods can be booked by the day for an additional charge; the amount is shown in the order summary. On the Hamburg exhibition grounds the price is a flat rate for the entire duration of the fair.

11.3. Dates with at least seven days' notice can be booked directly; availability on the chosen date is shown in the order process. At shorter notice, up to two days in advance, booking is possible on request: the period is reserved immediately, and Straussbar confirms feasibility at short notice.

11.4. If agreed, Straussbar delivers the rental items on the day before the event to the agreed placement location and collects them again after the event. On the Hamburg exhibition grounds, delivery and collection are included in the rental price when billed via HMC. For events at other locations, Straussbar charges a delivery flat rate of 20 percent of the goods value (excluding extension days and surcharges) for delivery. The prices are calculated for delivery at ground level; for events at other locations, for delivery to higher floors Straussbar charges 3 percent (stairs) or 1.5 percent (lift) of the goods value per floor. Outside the Hamburg city area, Straussbar delivers within a radius of around 200 kilometres from a minimum quantity of ten plants. All amounts are shown in the order summary before the Customer submits the order.

11.5. The Customer can instead collect the rental items themselves at Straussbar's warehouse in Hamburg-Reitbrook; a 5 percent picking fee on the goods value then applies. In this case the return is also made by the Customer.

11.6. The plants are delivered ready to use and sufficiently watered for the duration of the event. For longer rental periods, Straussbar agrees the care with the Customer. The Customer treats the rental items with care and uses them only as intended.

11.7. The rental items remain the property of Straussbar and are to be returned after the event. Minor signs of use are factored in and cost nothing. In the case of considerable damage, loss or breakage (e.g. of planters), Straussbar charges the retail price of the rental item concerned; the Customer confirms this in the order process. No deposit is charged.

11.8. Prices are displayed depending on the customer type stated in the order process: trade fair customers with a company see net prices plus statutory value added tax, private customers gross prices including value added tax.

11.9. For rental contracts, consumers are entitled to a right of withdrawal under the withdrawal policy for rental contracts. So that Straussbar can deliver the rental items in time for the event, the consumer expressly requests in the order process that Straussbar begins performing the contract before the withdrawal period has expired. If the consumer then withdraws before Straussbar has fully performed the service, they must pay reasonable compensation for the services provided up to that point. The right of withdrawal expires when Straussbar has fully performed the service after the consumer has expressly agreed to the start of performance and confirmed their awareness that they lose the right of withdrawal once the contract has been fully performed. Businesses are not entitled to a statutory right of withdrawal for rental contracts.

12. Final provisions and dispute resolution

12.1. The place of jurisdiction and performance is Straussbar's registered office if the Customer is a merchant, a legal entity under public law or a special fund under public law.

12.2. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. With regard to consumers, this choice of law applies only insofar as it does not deprive them of the protection granted to them by mandatory

provisions of the law of the state in which they have their habitual residence.

12.3. The contract language is German.

12.4. Straussbar is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

12.5. Information on the processing of personal data can be found in the privacy policy.

12.6. Should individual provisions of these Terms be or become invalid, the validity of the remaining provisions remains unaffected. The statutory provision takes the place of the invalid provision.

13. Vouchers

13.1. Straussbar sells gift vouchers with a freely selectable value from €20 to €500, either as a digital voucher (PDF by email) or as a printed voucher card by post. A voucher entitles you to goods and services from Straussbar in the online shop and in the Hamburg City and Hamburg St. Georg shops.

13.2. Vouchers can only be paid for by credit card, PayPal or Google Pay. A voucher cannot be paid for with another voucher. We send the digital voucher to the email address of the order once payment has been received. We send the voucher card by standard post, without express delivery and without a desired delivery date. Shipping costs €3. They do not apply if the card is delivered together with other goods to the same address.

13.3. The voucher is valid until the date stated on it, which is three years after issue. After expiry it can no longer be redeemed.

13.4. In the online shop you enter the voucher code in the regular order process under the payment methods. Redemption is not possible for bulk orders and plant rental. Up to five vouchers can be redeemed per order. In our shops it is enough to show the code or the QR code.

13.5. Vouchers can be redeemed in part. A remaining balance stays on the voucher until it expires. If the order value exceeds the balance, the difference must be paid with another payment method. The balance cannot be paid out in cash and bears no interest.

13.6. Anyone who knows the code can redeem the voucher. Please keep it safe. If a voucher is lost or stolen, we will check on request, case by case, whether a voucher that has not yet been redeemed can be blocked and replaced.

13.7. Straussbar may block a voucher if the underlying payment is cancelled, charged back or refunded, or if misuse is suspected.

13.8. For VAT purposes, selling a voucher is the sale of a multi-purpose voucher. VAT arises only when the voucher is redeemed, for the goods or services then obtained.

13.9. The statutory right of withdrawal applies to the purchase of a voucher (see withdrawal policy). If the voucher has already been redeemed in whole or in part, only the value not yet redeemed can be withdrawn.

13.10. If an order that was paid in whole or in part with vouchers is withdrawn, cancelled or refunded, we credit the amount back to the voucher used. No cash payment is made.

As of: 14 November 2026