

GENERAL TERMS

These are the general terms of Nordic Wristbands – Eastborder Promotion Oy, VAT 1823212-5, Helsinki, Finland, EU. (“Supplier”)

“Product” means a product covered by this Agreement and defined in Order confirmation.

1 Term

1.1 Individual agreement to buy Product (“Agreement”) commences when Buyer confirms the order (“Order Confirmation”)

1.2 Should Purchaser later withdraw her order, the Supplier has right to charge expenses occurred so far. Notice of withdrawal has to be made in writing. Orders for customized Products cannot be withdrawn after the production has started.

2. Printing material

2.1 Buyer has to deliver printing material to Supplier before deadline (Deadline) provided in Order Confirmation.

2.2 If printing material provided by the Buyer does not meet the qualifications required and presented in Suppliers [web site](http://nordicwristbands.com/web/site) [http://nordicwristbands.com/files/General%20design%20instructions.pdf], then Supplier has right to charge 50,00 € (+VAT) per hour for the work put into transferring the material printable. Supplier has to notify this in advance.

3. Pricing

3.1 Unless otherwise informed, all offered prices are valid for 30 days. In that period Supplier has right to check prices if the exchange rate between EUR – USD changes more than 10%. Buyer has to be notified of such change immediately and in that case, Buyer has the right to withdraw her offer without costs.

4. Terms of payment

4.1 Prices and terms of payment shall be confirmed in Order Confirmation. Handling and delivery charges shall be added to Product prices. Term of payment is payment on receipt. Supplier shall own Product until payment has been made in full. Interest rate on delayed payment is 11%.

5. Delivery

5.1 Products shall be delivered according to Buyers instructions (pick-up, courier, mail)

5.2 Delivery term is Delivered at Place (DAP) with clarification: The seller is responsible for arranging carriage and for delivering the goods, ready for unloading from the arriving conveyance, at the customs warehouse of country of the delivery address.

5.3 Lead time is approximately four weeks from accepted delivery of the Printing material, unless otherwise stated in Order Confirmation (express-delivery etc.).

6. Warranties

6.1 Supplier guarantees that Product is as described in Order Confirmation, without any defects and that Product is delivered in due time. If there should be any defects in Product, Supplier has the right to replace defected products or repay price paid. Supplier has the right to replace Product with equivalent product if replacement with actual Product is not available because of delivery times etc.

Attention! Tincture variation in different patches is not a defect and woven wristbands & necklaces are unique in appearance as a color of a single thread makes a difference.

6.2 If the number of defected products is less than 10 % of the delivery, then Suppliers liability is limited to replacing defected Products or if that is not possible, to rebate the price of defected products. Wristband is a mass-product and some wristbands have even high-tech parts, which can be vulnerable in manufacturing process. Every patch may contain some defected products and because wristband may break also in use and when attached, Supplier encourages to order a surplus of 5-10 % of calculated need.

6.3 Supplier is not however liable for any defect in Product if (i) defects are caused by printing material or instructions provided by Buyer or if they are delivered to Supplier after Deadline, (ii) defects are caused by wear or tear down, negligent or unnatural use, misuse, breaking in intent or due to an attempt to fix or alter the Product, (iii) the Product has not been paid according to terms of payment or (iv) a complaint has not been made in 10 days from the delivery.

6.4 Suppliers liability is limited and shall not cover any claims for indirect damages or losses in revenue.

6.5 Supplier is not responsible for delays caused by actions taken by local authorities, such as but not limited to customs clearance, which are beyond Suppliers control.

7. Miscellaneous

7.1 Agreement shall be governed by the laws of Finland.

7.2 In case of Force Majeure the impeded Party is relieved from its duty to perform its obligations under the contract from the time at which the impediment causes the failure to perform if notice thereof is given without delay and if force majeure should last over week or it would seem probable that delivery could not take place before intended first day of use, then party has a right to terminate Agreement with immediate effect.

7.2. Buyer warrants to have right to use all logos, images, pictures and trademarks etc. provided in Printing material and instructions. If Supplier should be informed of any infringement, it has right to cease manufacturing process until adequate clarification has been received from Buyer and/or rightsholder. This does not, however, release Buyer from her responsibilities.