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General Terms and Conditions

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- 1) Scope of Application
- 1.1 These Terms and Conditions of the company ViitaNordic Oy (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the online shop of the Seller. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.
- 1.2 Regarding the purchase of vouchers, these Terms and Conditions shall apply accordingly, unless expressly agreed otherwise.
- 1.3 For contracts regarding the delivery of vouchers, these Terms and Conditions shall apply accordingly, unless expressly agreed otherwise.
- 1.4 A consumer pursuant to these Terms and Conditions is every natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity. A trader pursuant to these Terms and Conditions is any natural or legal person or partnership with legal capacity acting in the performance of a commercial or self-employed occupational activity when concluding a legal transaction.
- 1.5 Digital content in the sense of these General Terms and Conditions are all data not on a tangible medium which are produced in digital form and are supplied by the Seller by granting certain usage



rights precisely defined in these General Terms and Conditions.

- 2) Conclusion of the Contract
- 2.1 The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.
- 2.2 The Client may submit the offer via the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the shopping cart.
- 2.3 The seller may accept the Client's offer within five days,
- by transferring a written order confirmation or an order conformation in written form (e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the customer is decisive, or
- by requesting the Client to pay after he placed his order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the Seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

- 2.4 If the client chooses the payment method "PayPal" or "Credit Card" when placing his online order, he makes also a payment order to his payment service provider by clicking the button finalizing the order process. For this eventuality, in deviation of section 2.3, the Seller hereby declares his acceptance of the Client's offer at the point of time when the Client initiates the payment transaction by clicking the button finalizing the order process.
- 2.5 The period for acceptance of the offer shall start on the day after the client has sent the offer and ends on expiry of the fifth day following the sending of the offer.
- 2.6 In case of an order via the Seller's online order form, the text of the contract will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions (via e-mail) after the Client has submitted his order. In addition, the text of the contract will be stored on the Seller's website and can be found by the Client via the password-protected customer account by entering the respective login information, provided that the Client has created a customer account in the Seller's online shop prior to submitting his order.
- 2.7 The Client can correct all the data entered via the usual keyboard and mouse function prior to submitting his binding order via the Seller's online order form.
- 2.8 The English, French, German and Finnish languages are available for the conclusion of the contract.
- 2.9 Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. Particularly, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third



parties commissioned by the Seller with the order processing can be delivered.

- 3) Right to Cancel
- 3.1 Consumers are entitled to the right to cancel.
- 3.2 Detailed information about the right to cancel is provided in the Seller's instruction on cancellation.
- 4) Prices and Payment Conditions
- 4.1 Payment can be made using one of the methods mentioned in the Seller's online shop.
- 4.2 The prices in the online shop are exclusive of VAT but inclusive delivery costs. ViitaNordic Oy can at any time change the prices without advance notice. For ongoing orders, the prices in force at the order registration are valid.
- 4.2 In case of delivery to countries outside the European Union, additional costs may incur in individual cases for which the Seller is not responsible and which have to be borne by the Client. This includes for example transfer fees charged by banking institutes (transfer charges, exchange fees) or import duties or taxes (customs). Such costs regarding money transfer may also incur, if delivery is not made in a country outside the European Union and the Client carries out the payment from a country outside the European Union.
- 4.3 When choosing one of the payment methods offered by "PayPal", the handling of payments is done via the payment service provider PayPal (Europe) S.a..r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449, subject to the conditions of use which can be viewed at https://www.paypal.com/webapps/mpp/ua/useragreement-full?locale.x=en, or, in case the Client does not have a PayPal account, subject to the conditions for payments without a PayPal account, which can be viewed at https://www.paypal.com/webapps/mpp/ua/privacywax-full.
- 4.4 When choosing one of the payment methods offered by "Stripe", the handling of payments is done via the payment service provider Stripe Payments Europe, Ltd. (C/o A&I Goodbody, Ifsc, North Wall Quay, Dublin 1, 662880), subject to the conditions of use which can be viewed at https://stripe.com/gb/checkout/terms.
- 5) Pictures and logos

The pictures on the online store www.viitanordic.fi and www.viitanordic.com as well as the logos of ViitaNordic Oy are not allowed to be used or changed without a written authorisation from ViitaNordic Oy. The manufacturing of the pillow covers and cotton carpets requires a lot of handcrafting that's why each product is unique and may differ a bit from the pictures shown in the online store. Depending on the adjustment of the screen, the colours of the pictures can differ from the effective colours.

- 6) Shipment and Delivery Conditions
- 6.1 Goods are generally delivered on dispatch route and to the delivery address indicated by the Client, unless agreed otherwise. During the processing of the transaction, the delivery address



indicated in the Seller's order processing is decisive. The delivery time lasts between 20 and 25 working days.

- 6.2 The phone number of the customer is handed over to the transport service provider GLS (General Logistics Systems Germany GmbH & Co. OHG, GLS Germany-Straße 1 7, 36286 Neuenstein) or to the transport service provider DHL (Deutsche Post AG, Charles-de-Gaulle-Straße 20, 53113 Bonn) for the purpose of coordinating a date of delivery. If the customer doesn't give his phone number, we only pass the name of the addressee and the delivery address to GLS or DHL. In this case, a preceding coordination about the date of delivery with GLS or DHL is not possible.
- 6.3 Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client's control or if he has been temporarily impeded to receive the offered service, unless the Seller has notified the Client about the service for a reasonable time in advance.
- 6.4 Personal collection is not possible for logistical reasons.
- 7) Reservation of Proprietary Rights

If the Seller provides advance deliveries, he retains title of ownership to the delivered goods until the purchase price owed has been paid in full.

- 8) Warranty
- 8.1 Should the object of purchase be deficient, statutory provisions shall apply.
- 8.2 The Client is asked to notify any obvious transport damages to the forwarding agent, to refuse the good (if there are any obvious transport damages) and to inform the Seller accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.
- 9) Exemption in case of violation of third-party rights
- If, apart from delivering the goods, the contract obliges the Seller to process those goods according to specifications defined by the Client, the Client has to ensure that contents made available to the Seller for purposes of processing do not violate third-party rights (for example copyrights and trademark rights). The Client shall indemnify the Seller from claims of third parties asserted against the Seller in connection with the violation of their rights by the Seller's contractual use of the Client's contents. The Client will meet any reasonable costs of necessary legal defence including all court and lawyer's fees according to the statutory rate. This shall not apply, if the Client is not responsible for the violation of rights. In case claims are asserted against the Seller, the Client shall be obliged to furnish the Seller promptly, truthfully and completely with all information that is necessary for the verification of the claims asserted and for a corresponding legal defence.
- 10) Redemption of campaign vouchers
- 10.1 Vouchers which are issued by the Seller free of charge, for a specific period of validity in the context of promotional activities and which cannot be purchased by the Client (hereinafter referred to as "campaign vouchers") can only be redeemed in the Seller's online shop and only within the



indicated time period.

- 10.2 Individual products may be excluded from the voucher campaign, if such a restriction results from the conditions of the campaign voucher.
- 10.3 Campaign vouchers can only be redeemed prior to the conclusion of the order procedure. Subsequent offsetting is not possible.
- 10.4 Only one campaign voucher can be redeemed per order.
- 10.5 The goods value should meet at least the amount of the campaign voucher. The Seller will not refund remaining assets.
- 10.6 If the value of the campaign voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.
- 10.7 The campaign voucher credit will not be redeemed in cash and is not subject to any interest.
- 10.8 The campaign voucher will not be redeemed, if the Client, in the context of his legal right to cancel, returns goods paid fully or partially by a campaign voucher.
- 10.9 The campaign voucher is transferable. The Seller may render performance with discharging effect to the respective owner who redeems the campaign voucher in the Seller's online shop. This does not apply, if the Seller has knowledge or grossly negligent ignorance of the non-entitlement, legal incapacity or of the missing right of representation regarding the respective owner.
- 11) Applicable Law and Place of Jurisdiction

The law of Finland shall apply to all legal relationships between the parties. The place of Jurisdiction is Helsinki in Finland.