

**PRE-ORDER
AGREEMENT**



THE MINK®



1. Pre-Order Reservations

1.1. Terms

These Pre-Order Terms and Conditions (“Terms”) and Privacy Policy (located at: <http://jordihansdesign.com/wp-content/uploads/2018/03/Privacy-Policy-Jordi-Hans-Design.pdf>) govern the placing of pre-orders (“Pre-Order”) placed through the website <http://www.jordihansdesign.com> (“Website”) with Jordi Hans Design (“we”, “us”, “our” or “Jordi Hans Design”) for The Mink products (“Products”). Please read these Terms carefully before submitting your Pre-Order of The Mink. By submitting your Pre-Order, you agree to be legally bound by these terms.

When placing a Pre-Order for the Products, you will be required to provide certain information, such as your address and billing information. You represent and warrant that all such information is accurate, and you shall ensure that such information is kept current. Jordi Hans Design shall have no responsibility or liability for inaccurate information or information that later becomes outdated, and shall have no obligation to make efforts to determine the correct contact or shipping information. You can update your information at any time prior to your product being shipped by sending an e-mail to info@jordihansdesign.com.

1.2. Changes

The Website and our business may change from time to time. As a result, at times it may be necessary for us to make changes to the Terms. Please review the Terms periodically, and especially before you order any Products on the Website. The Terms were last updated on the 12th of March, 2018. We reserve the right to update or modify these Terms at any time and from time to time without prior notice, and such changes will apply to your purchase transaction if you place such order after the date of last modification indicated above.

1.3. Purchases are final

All the purchases are final, non-cancelable and non-refundable, except as specified in the applicable cancellation policy and refund policy set forth below.

1.4. Rejections of Orders

You acknowledge and agree that Jordi Hans Design may decline or delay reservations (without liability) if we are unable to process or fulfill it for any reason. If this is the case, we will refund any prior payment that you have made for that item. While we make every effort to ensure that items appearing on the Website are available, we cannot guarantee that all items are in stock, immediately available, or available for distribution or delivery in all parts of the Territory (as defined below) when you submit your order.

1.5. Acceptance of Orders

An order submitted by you through the Website constitutes an offer by you to us to purchase the Products on these Terms and is subject to our subsequent acceptance. Prior to such acceptance, an automatic e-

JORDI HANS DESIGN

Gjuterigatan 9,55318 - Jönköping - Sweden
Phone: +46 76-549 16 70
Email: info@jordihansdesign.se
www.jordihansdesign.com

Organization number: 198307062359
F-Skatt : Registered
VAT Nr : SE-830706235901

mail acknowledgement of your order may be generated. Please note that any such automatic acknowledgement does not constitute a formal acceptance of your order. Our acceptance of your order takes effect upon our charging your credit card or accepting any other payment for the Product ("Acceptance").

1.6. Cancellation Policy

You or Jordi Hans Design may cancel this reservation by terminating the Pre-Order at any time for any or no reason up until 7 days prior to the shipment of the Products. If you do so, you will obtain a refund of the purchase Price without interest by contacting us at info@jordihansdesign.com. If Jordi Hans Design cancels your reservation you will receive a full refund of the purchase Price without interest (excluding any shipment, taxes or other ancillary costs or fees).

2. Price

The purchase price ("Price") is the one in effect at the time of Acceptance, unless otherwise expressly agreed. The Price might be indicated on the Website or an order acknowledgement but the authoritative price in the event of any discrepancy is the price that is notified to you on our Acceptance. The Price does not include taxes and other government charges, which are your responsibility.

2.1. Revisions

We have the right at any time prior to our Acceptance to withdraw any discount and/or to revise prices to take into account increases in costs including, without limitation, costs of any materials, carriage, labor or the increase or imposition of any tax, duty or other levy and any variation in exchange rates. We also reserve the right to notify you of any mistakes in the Product descriptions or errors in pricing prior to the Products' dispatch. In such event, if you choose to continue with fulfillment of your order, you acknowledge that the Product will be provided in accordance with such revised description or corrected price.

2.2. Territory

The places that we deliver the Products are listed on the Site, precisely on the Checkout page ("Country").

2.3. Shipping and Taxes

Unless otherwise specified, prices quoted are exclusive of: (a) the costs of shipping or carriage to the agreed place of delivery within the Territory (charges for which are stated on the Website); and (b) VAT and any other tax or duty which (where applicable) must be added to the price payable. You agree to pay for taxes, shipping or carriage of the Products as such costs are specified by us on the Website when you submit your order.

JORDI HANS DESIGN

Gjuterigatan 9,55318 - Jönköping - Sweden
Phone: +46 76-549 16 70
Email: info@jordihansdesign.se
www.jordihansdesign.com

Organization number: 198307062359
F-Skatt : Registered
VAT Nr : SE-830706235901

3. Payment

You will be charged half of the Price of the Products at the time of placing the Pre-Order and the other half when the Products are ready to be shipped. If Jordi Hans Design is unable to commence shipping the Products on or before the one-year anniversary of your placing the Pre-Order, Jordi Hans Design shall process a full refund to you. Your placing of a pre-order constitutes your express agreement to Jordi Hans Design of charging half the Price of the Products at such time and the other half later.

You agree to provide your payment information at the time of purchase through our Order Page. You agree to have sufficient funds or credit available upon Acceptance to ensure that the purchase price will be collectible at such time. We will charge credit or debit cards upon Acceptance and prior to shipment of the Product. We reserve the right to verify credit or debit card payments prior to Acceptance.

4. Delivery and Risk

4.1. Time Frames

Although we will make efforts to begin delivering Products as soon as reasonably practicable, you understand and agree that there may be delays. An estimated time of delivery (ETD) is only an estimate, is subject to change, and Jordi Hans Design does not represent or warrant that it will be able to ship the Product by the estimated date. As a result, in the event that a delay arises and the estimated shipment and/or release of the product is not met, Jordi Hans Design is not responsible for any damages that may occur due to the delay, nor shall it be obligated, except as set forth in these Terms, to provide any discounts, refunds or credits due to any such delays. We will provide you periodical updates with respect to such delivery schedule. If for any reason you decide that you do not wish to continue to wait for your Product, you may cancel your reservation.

4.2. Delivery Address

Delivery will be to a valid address within the Territory submitted by you and subject to Acceptance ("Delivery Address"). You must check the Delivery Address on any acknowledgement we provide and notify us without delay of errors or omissions. We reserve the right to charge you for any extra costs arising from changes you make to the Delivery Address after you submit an order.

4.3. Risk of Loss

Except as otherwise provided in these Terms, risk of loss of or damage to the Product passes to you on delivery or when placed in your possession or that of any carrier or transport provided by you, whichever will occur first.

JORDI HANS DESIGN

Gjuterigatan 9,55318 - Jönköping - Sweden
Phone: +46 76-549 16 70
Email: info@jordihansdesign.se
www.jordihansdesign.com

Organization number: 198307062359
F-Skatt : Registered
VAT Nr : SE-830706235901

5. Warranty; Damage or Loss in Transit; Exchange and Refund Policy

5.1. Warranty

The product is covered under a warranty outlined in our policy located at: <http://jordihansdesign.com/wp-content/uploads/2018/03/Warranty-The-Mink.pdf>.

5.2. Exchange and Refund Policy

Except as set forth below in our Exchange and Refund Policy (as defined below) and subject to any rights you have under any warranty provided by the Company or under applicable law that cannot be excluded or limited by these Terms, you will not be entitled to reject any Products, except in the following limited circumstances: (a) damage to or loss of a Product or any part thereof in transit where the damaged Products, or any part thereof, is carried by our own transport or by a carrier on our behalf, provided that you provide written notification to us at info@jordihansdesign.com within five (5) business days of receipt of the Product; and (b) return of an unused and undamaged Product in the original, unopened packaging, provided that the Product is returned within thirty (30) days of the date of receipt of the Product by you (the foregoing constitutes our "Exchange and Refund Policy").

5.3. Pick-Up and Return

In the event of damage to or loss of the Product described in Section 5.1(a) above, after receiving notice from you, we will arrange for pick-up and return of any damaged Product (which must include all original packaging, hardware, accessories materials, and documentation) at our sole expense. We may, in our sole discretion and at our option, replace or repair the Product upon receipt of the Product from you. Upon receipt by us of the damaged Product and verification of the damage, we will ship out to you a replacement or repaired Product as soon as reasonably possible.

5.4. Rights Void

Your rights of repair or replacement of the Product under our Refund Policy will in all cases be negated or rendered void where: (i) the Product was not damaged in transit or (ii) the Product has not been returned in accordance with the requirements of Section 5.1 or Section 5.2.

6. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL JORDI HANS DESIGN BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OR RELATED TO THIS AGREEMENT. IN THE EVENT JORDI HANS DESIGN IS HELD LIABLE FOR ANY DAMAGES ARISING OUT OR RELATED TO THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE THE FULL REFUND OF YOUR PURCHASE PRICE WITHOUT INTEREST.

JORDI HANS DESIGN

Gjuterigatan 9,55318 - Jönköping - Sweden
Phone: +46 76-549 16 70
Email: info@jordihansdesign.se
www.jordihansdesign.com

Organization number: 198307062359
F-Skatt : Registered
VAT Nr : SE-830706235901

7. DISCLAIMER.

JORDI HANS DESIGN DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROTOTYPE PRODUCT DISPLAYED BY JORDI HANS DESIGN WHETHER BEFORE OR AFTER YOU HAVE PLACED THE PRE-ORDER. YOU UNDERSTAND AND AGREE THAT THE PRODUCT, ITS DESIGN AND TECHNICAL FEATURES ARE CURRENTLY UNDER DEVELOPMENT AND THAT THE PRODUCT THAT MAY BE AVAILABLE FOR PURCHASE BY YOU MAY BE MATERIALLY DIFFERENTLY FROM THE PROTOTYPE PRODUCT. IF FOR ANY REASON YOU ARE UNHAPPY WITH THE FINAL VERSION OF THE PRODUCT, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE TO CANCEL YOUR PRE-ORDER.

8. Consents, Customs Duties & Export

9.1 If any license or consent of any government or other authority is required for the acquisition, carriage or use of the Product by you in any part of the Territory, you will obtain such license or consent at your own expense and if necessary produce evidence to us on demand. Any additional expenses or charges incurred by us resulting from such failure will be met by you.

9.2 Products licensed or sold to you under these Terms may be subject to export control laws and regulations in the Territory or other relevant jurisdiction where you take delivery or use the Product. You will be responsible for complying with those laws and will not do anything to breach them.

9.3 Items entering the European Economic Area (EEA) from outside over a certain value may be subject to customs charges (e.g. where costs are in excess of your personal import allowance). You may be subject to customs charges, import duties and taxes, levied when the Product reaches your specified destination. Any such additional charges for customs clearance or import duties or taxes must be met by you. You should contact the local customs office in the relevant jurisdiction for further information on customs policies or duties. This provision may also apply to other customs territories.

General: We will not be liable to you nor held in breach of contract for any loss or damage which may be suffered as a direct or indirect result of us being prevented, hindered or delayed in the performance by reason of any circumstances beyond our reasonable control including (but not limited to) any act of God, war, riot, civil commotion, government action, explosion, fire, flood, storm, accident, strike, lock-out, trade dispute or labor disturbance, breakdown of plant or machinery, interruption in the supply of power or materials and in such event we may elect to cancel your order and refund any payments made. Except as expressly agreed by the Company and you, these Terms, the Privacy Policy and any applicable warranty issued by the Company constitute the entire agreement between you and the Company with respect to the subject matter, and supersede all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. In the event of any conflict between this Agreement and any applicable warranty issued by the Company, the applicable terms and conditions of

JORDI HANS DESIGN

Gjuterigatan 9,55318 - Jönköping - Sweden
Phone: +46 76-549 16 70
Email: info@jordihansdesign.se
www.jordihansdesign.com

Organization number: 198307062359
F-Skatt : Registered
VAT Nr : SE-830706235901

such warranty will control. These Terms are governed by the internal substantive laws of SWEDEN, without respect to its conflict of law's provisions.

You expressly agree to submit to the exclusive personal jurisdiction of the courts sitting in the City of Jönköping in Sweden. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect. Failure of the Company to act on or enforce any provision of these Terms will not be construed as a waiver of that provision or any other provision in these Terms. No waiver will be effective against the Company unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. The section headings are provided merely for convenience and will not be given any legal import. These Terms will inure to the benefit of our successors, assigns, licenses, and sublicenses.

JORDI HANS DESIGN - Director

I accept the contents of this letter

Full Name:

.....

Full Name:

.....

Date:

.....

Date:

.....

JORDI HANS DESIGN

Gjuterigatan 9,55318 - Jönköping - Sweden
Phone: +46 76-549 16 70
Email: info@jordihansdesign.se
www.jordihansdesign.com

Organization number: 198307062359
F-Skatt : Registered
VAT Nr : SE-830706235901