

PRE-ORDER AGREEMENT

Pure
Leaf
Love[®]

JORDI HANS DESIGN

Gjuterigatan 9,55318 - Jönköping - Sweden|

Phone: 0046 + (0) 764 567 014

Email: info@jordihansdesign.com |

www.jordihansdesign.com

Organization number: 198307062359

F-Skatt : Registered

VAT Nr : SE-830706235901

WWW.JORDIHANSDESIGN.COM

These Terms of Sale were last updated on April 1st, 2014

1. Scope & Application

1.1. Terms.

These Terms of Sale (these “Terms”) and our Privacy Policy located at [<http://www.jordihansdesign.com/wp-content/uploads/2017/04/privacy-policy-Jordi-hans-Design.pdf>] apply to all offers and sales by Jordi Hans Design. (referred to herein as the “Company”, “we”, “us” or “our”) of the products purchased by you (“Product”) through the web page located at www.superpedestrian.com (the “Order Page”). References to (a) “us”, “we” or “our” mean Jordi Hans Design and its affiliates, and (b) “you” or “your” mean the purchaser of the product through the website located at www.jordihansdesign.com (The or this “site”). Our Privacy Policy is incorporated in these Terms by reference.

1.2. Changes

This Site and our business may change from time to time. As a result, at times it may be necessary for us to make changes to these Terms. Please review these Terms periodically, and especially before you order any Products on the Site. These Terms were last updated on the date indicated above. 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.

2. 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...

3. Offer, Acknowledgment and Acceptance; Cancellation Policy:

3.1. Prices, Quotations, Descriptions

Any prices, quotations and descriptions made or referred to on this Site with respect to the Product are subject to availability, do not constitute an offer and may be withdrawn or revised at any time prior to Acceptance (as defined below).

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3.2.Rejection of Orders

While we make every effort to ensure that items appearing on the Site 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. We may reject your order (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.

3.3.Acceptance of Orders

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

3.4.Cancellation Policy.

After Acceptance, you may not modify or cancel your order without our prior written consent; except that: (a) we may cancel your order at any time after Acceptance and prior to shipment for any reason in our sole discretion, and in such event, we will issue you a credit or refund; and (b) for any “pre-orders” of Product (as specifically identified on the Site), you are permitted to cancel your pre-order up until 7 days prior to the Product shipping. (the foregoing collectively constitutes our “**Cancellation Policy**”). You may cancel your order and request a refund by contacting us at support@jordihansdesign.com. Upon such cancellation, we will refund the amount paid by you for the cancelled items (excluding any shipment, taxes or other ancillary costs or fees).

4. Price and Terms of Payment:

4.1.Prices

Prices payable for the Product are those in effect at the time of Acceptance, unless otherwise expressly agreed. Prices may be indicated on this Site 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.

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4.2. 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 Product's 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.

4.3. Territory

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

4.4. 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 Site); 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 Product as such costs are specified by us on the Site when you submit your order.

4.5. Payment Information; Sufficient Funds

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. Payment processing on the Order Page is powered by our third party payment processor. We are not responsible for the performance of the third party payment processor. As of April 1st, 2014, the Company uses Stripe as our third party payment processor. We may change the payment processor in the future.

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5. Delivery and Risk:

5.1 Time Frames

Any delivery time frames or dates specified on the Site, in any order acknowledgement, e-mail communications from us to you or elsewhere, are not a promise to fulfill the pre-order by such dates, but are merely estimates of when we hope to fulfill the order.

5.2 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.

5.3 Short Deliveries

Except to the extent required as a result of any mandatory rights you have as a consumer under applicable law, you will not be entitled to reject the Product in whole or in part by reason of short delivery and will pay in full notwithstanding short delivery unless you notify us in writing of any claim within five (5) days of the latest of the date of receipt of the relevant invoice or delivery whereupon you will pay for the quantity actually delivered.

5.4 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.

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

6.1 Warranty

The product is covered under a warranty outlined in our policy located at <http://www.jordihansdesign.com/wp-content/uploads/2014/03/WARRANTY-Jordi-Hans-Design-PURE-LEAVE-LOVE.pdf>

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6.2 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 Product, except in the following limited circumstances: (a) damage to or loss of a Product or any part thereof in transit where the damaged Product, 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 support@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”).

6.3 Pick-Up and Return

In the event of damage to or loss of the Product described in Section 6.1(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.

6.4 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 6.1 or Section 6.2.

7. Software:

7.1 General.

In the event that the Product supplied includes any software (the “Supplied Software”), the Supplied Software is licensed by us as set forth below. Certain other software may be downloaded and used in connection with the Product (the “Downloadable Software”). If the Product works with Downloaded Software, we will provide instructions to you by e-mail for how to download the Downloadable Software.

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7.2 License of Supplied Software.

- (a) Right to Use: The Supplied Software is provided in object code and is licensed for personal use only and only for purposes of using the Product with which it was supplied. You will not copy the Supplied Software or alter it in any way.
- (b) Duration: The license set forth in Section 7.2(a) will continue so long as you use the Supplied Software in compliance with this Agreement. Should you breach any of your obligations, license set forth in Section 7.2(a) will automatically terminate.
- (c) Title: Subject only to the rights expressly granted to you under this Agreement, we and our licensors retain all proprietary rights and title (including without limitation all intellectual property rights) to the Supplied Software and any modifications thereof, and no ownership of any part of the Supplied Software is hereby transferred to you. You will not, directly or indirectly, reverse engineer, decompile, or disassemble the Supplied Software or otherwise attempt to derive the source code of the Supplied Software.
- (d) Export Control: The Supplied Software may be subject to E.U export control laws, including the E.U Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations.

8. Limitation of liability:

TO THE MAXIMUM EXTENT LEGALLY PERMITTED, WHETHER OR NOT WE WERE AWARE OR ADVISED OF THE POSSIBILITY OF DAMAGES, AND WHETHER OR NOT THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE:

(A) OUR AGGREGATE LIABILITY (WHETHER BASED ON WARRANTY, CONTRACT, TORT, INCLUDING NEGLIGENCE, OR ANY OTHER LEGAL THEORY) WILL IN NO CIRCUMSTANCES EXCEED THE COST OF THE PRODUCT YOU ORDERED THAT IS RELATED TO YOUR DAMAGES.

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(B) IN NO EVENT WILL WE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, OR COST OF COVER, OR DAMAGES RESULTING FROM LOST DATA (WHETHER BASED ON WARRANTY, CONTRACT, TORT, INCLUDING NEGLIGENCE, OR ANY OTHER LEGAL THEORY). SOME STATES, COUNTRIES AND PROVINCES DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF LIABILITY, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9. Product Specifications; Disclaimer of Warranties:

9.1 Other than as expressly set forth in Section 6, all Product specifications, illustrations, drawings, particulars, dimensions, performance data and other information on the Site or made available by us are intended to represent no more than a general illustration of the Product and its features and do not constitute a warranty or representation by us that the Product will conform with the same.

9.2. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6: (A) THE PRODUCT IS PROVIDED WITHOUT ANY WARRANTIES OR SUPPORT OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY KIND WILL BE BINDING ON OR OBLIGATE US; (B) THE PRODUCT IS EXPRESSLY PROVIDED TO YOU "AS IS"; (C) IF ANY TECHNICAL SUPPORT OR ASSISTANCE IS PROVIDED WITH RESPECT TO THE PRODUCT AND THE USE THEREOF, IT IS PROVIDED "AS IS", WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED; (D) WE DO NOT WARRANT THAT THE USE OR OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE; AND (E) YOU BEAR ALL RISKS RELATING TO THE USE OF THE PRODUCT AND THE QUALITY AND PERFORMANCE OF THE PRODUCT AND ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION EXCEPT. THESE TERMS STATE YOUR SOLE AND EXCLUSIVE REMEDIES.

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10. Consents, Customs Duties & Export:

10.1 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.

10.2 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.

10.3 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.

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

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You expressly agree to submit to the exclusive personal jurisdiction of the state and federal 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, licensees, and sublicensees.

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JORDI HANS DESIGN - Director

I accept the contents of this letter

Full Name:

Full Name:

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Date:

Date:

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