

TERMS OF SALE AND DELIVERY

TERMS OF DELIVERY OF OUR WEB SHOP Päijän Boats Oy

GENERAL INFORMATION

The seller of the web shop is Päijän Boats Oy ("Seller"). The prices indicated in the web shop include the value added tax (VAT) valid in Finland at a given time. We reserve the right to change prices due to human error. Ordering products from the web shop is subject to agreeing on the terms of delivery. You can read our terms of delivery before placing your order: you can find them at the bottom of our web shop site. Terms of delivery must be read and agreed upon separately for each order due to possible changes thereof. There are several payment methods available at our web shop. More detailed information on methods of payment is available at the bottom of the web shop site under "Payment methods".

The Seller only delivers to mainland Finland. The customer can provide someone else's name and address for delivery. The customer undertakes to ensure that the information they give in their order and customer information are accurate.

PLACING AN ORDER

Orders can be placed without registering, but registering an account is nevertheless recommended. The customer must fill in the correct contact details in the appropriate fields for every order. Any customer data stored in the web shop is confidential. The Seller undertakes not to disclose any such data to third parties.

Please read the Seller's privacy policy at the bottom of the web shop site under "Privacy". Product categories are listed in the Products menu at the top of the page. You can search for spare parts and accessories using the menu. When you have found the product you want to buy, place the cursor over the image of the product to select how many you wish to buy and add the product(s) to your cart by clicking "Buy".

You can view your cart any time by clicking the "Cart" button on the top right-hand corner. You can also add or delete product(s) you have selected in your cart. Select your preferred method of delivery in the cart under your address. The Seller reserves the right to change the method of delivery selected by the customer if the delivery cannot be delivered by means of the preferred methods due to the size of the delivery, for example. The seller also reserves the right to replace the product with a corresponding one (such as a newer model).

When you have added all the products you want to buy to your cart, check that all information is correct (products in the cart, delivery address and method of delivery) and read the terms of delivery. Your order is subject to you agreeing on the terms of delivery. Once you have checked that all information is correct and you have agreed on the terms of delivery, you can select a method of payment. Following payment, you will receive confirmation of your order in your email.

You can view and change your personal data in your profile. You can also change your password under the "Personal data" section in your profile.

Right to refuse an order Sometimes, due to incorrect stock status in the web shop, for example, a customer may manage to place an order for a product that is no longer in stock. The system will automatically send confirmation of the order to the client, even though the product is not available. In this case, we will inform the customer thereof by email to the email address used as the customer profile login, and we will offer a corresponding product if available. If necessary, the Seller reserves the right to refuse the order.

The Seller reserves the right to refuse the order in case of an obvious and material error in price. This refers to possible erroneous pricing of the product in the web shop in which the price is so obviously and materially different from the ordinary price level of the product

that an average consumer can be deemed to understand that there is an error in price. An obvious error in price could be, for example, a price of €0.00 or no price at all, or if the price given for a product worth hundreds of euros is so low that it can, on the basis of general understanding, be considered erroneous.

The Seller reserves the right not to deliver the product if the price or availability of the said product has been erroneous due to a technical failure, human error, typographical error or other misstatement, or if the stock level information has, for some reason, been erroneous at the time of placing the order and the product has sold out, for example.

Products placed in the shopping cart are not reserved in stock before the order is completed. Therefore, the prices and availability of products may change before the order is completed, even if the products are seemingly available.

Binding order

Communication between parties takes mainly place by email. A binding sales agreement enters into force upon confirmation of an order from the web shop by email. The customers shall have the right to cancel the order in full or in part prior to its delivery by email or by using the contact form available on the "Contact us" page of the web shop. A delivery is deemed complete when part of the order or an arrival notice has been delivered to the consumer. The Seller has the right to cancel the order if the price of the product in the web shop has been obviously erroneous.

DELIVERY

Delivery cost depend on the total sum of the order and the selected method of delivery. The total cost of the delivery is given in the shopping cart prior to payment.

Delivery cost for Aerot oars is €25/parcel. A parcel contains one pair of Aerot oars delivered from door to door by post. The cost of delivery for boats is as per our price list based on the postcode provided in the order.

In the delivery of boats, we follow a price list based on the delivery address mentioned in the order. The delivery cost is determined by the number of boats and the distance from the factory to the delivery address. The supplier is KuljetusJ.Heinonen Oy. The delivery cost

will be invoiced separately from the customer after the online store order, according to the table below.

ZONE PRICING	Boat quantity			
	Distance from factory	1 pcs	2 pcs	3 pcs
1. Zone 50km		130,00 €	240,00 €	300,00 €
2. Zone 150km		240,00 €	350,00 €	410,00 €
3. Zone 250km		280,00 €	390,00 €	450,00 €
4. Zone 350km		340,00 €	430,00 €	490,00 €
5. Zone 450km		380,00 €	470,00 €	530,00 €
6. Zone 550km		420,00 €	510,00 €	570,00 €
7. Zone 800km		490,00 €	580,00 €	640,00 €

(20.7.2023) Temporary disruption in the online store causes an issue where the text on the delivery page appears as: "Shipping agreed and billed separately / Toimitus sovitaan ja laskutetaan erikseen," incorrectly showing "Free Shipping / Ilmainen Toimitus." The delivery will not be invoiced in the online store, which is why it appears as free in this case.

The total price of orders collected from our premises is the total sum of the shopping cart with no delivery costs. In case of delivery to land or abroad, or in case of a bigger order, please contact our customer service.

NOTE! Your email host may classify our arrival notice as junk. Please remember to check your junk mail folder. This way, you will avoid any unnecessary return of delivery and possible additional return/delivery costs.

If the products ordered can be sent in a standard envelope, the delivery may be sent to the customer by post without a tracking code.

Please note that not collecting or refusing a delivery is not considered as returned product(s)! If the customer fails to collect the delivery by the deadline given in the arrival notice, the delivery will be returned to the Seller. The Seller then has the right to collect €19.90 from the customer for the handling of the uncollected parcel. This amount will be deducted from the total sum of the customer's order. If the total sum of the order is lower,

no refund will be made to the customer. If you want to return your order, you must collect/accept the delivery of the products. Please check "Return policy" for more detailed instructions.

Delivery time

- If the product is available in our stock, the estimated delivery time is 1–3 working days from the order, in addition to the time needed for transport.
- The Seller is not liable for the delayed delivery of products that are not in stock if the delay is attributed to the delayed delivery or cancellation by the supplier.
- The web shop is not liable for delayed deliveries attributed to reasons beyond the web shop's control.
- If the customer buys several products and some of the products ordered are available for delivery later than the estimated delivery time, the entire order will be delivered when all the products are available.
- The Seller only delivers products to mainland Finland.

Return policy

- Consumers have the right to return the entire order or part thereof within 14 days of receipt of delivery (excluding the date of receipt). The products returned shall be unused, and the product and any possible packaging must be fit for resale. All product labels and information leaflets attributed to the product as well as user instructions must be returned with the product as they were. The customer must pay the postal charge of any returned products, in addition to the original cost of delivery. We do not claim returned products sent to the Seller by means of cash-on-delivery!
- The right of return does not apply to possible special order products. A special order product is a product not in Päijän Boat's stock and ordered by the Seller from the supplier/manufacturer on the basis of the customer's order.
- There is no right of exchange of products purchased from the web shop. You can return an unopened and unused product, in which case we will refund the price of the product to you and you can place a new order if you wish.

- The customer must submit a return notification to the web shop by email to info@paijanboats.fi prior to returning the product. Please give your order number, the product code of the product you want to return, the number of products returned and your contact details (name, address, telephone number) in the return notification. Delivery costs paid upon order shall not be refunded.
- A completed return form must be submitted with any product returns.
- Please note that not collecting or refusing a delivery is not considered as returned product(s)! If the customer fails to collect the delivery by the deadline given in the arrival notice, the delivery will be returned to the Seller. The Seller then has the right to collect €19.90 from the customer for the handling of the uncollected parcel. This amount will be deducted from the total sum of the customer's order. If the total sum of the order is lower, no refund will be made to the customer.

Damages to deliveries

- Despite careful packaging, parcels may sometimes get damaged during transport. The condition of the parcel must be checked when collecting or receiving it, and in the presence of the delivery agent. If the parcel has been damaged during transport and if the product(s) ordered is/are damaged, please report it to the delivery agent without delay and request a receipt of our damage report. Then, contact our customer service team at info@paijaboats.fi to agree on the delivery of a new product.
- If the packaging is undamaged and the damage caused to the product during transport is only observed after opening the packaging, a claim thereof must be made within seven (7) days of receipt of the delivery either at a post office or via the Posti website at <https://www.posti.fi/en/customer-support/receiving/damaged-shipment>. Then, contact our customer service team at info@paijaboats.fi to agree on the delivery of a new product.

CLAIMS

If the wrong product has been accidentally delivered to the customer or if the product is damaged, etc, the customer must inform the Seller thereof within seven (7) days of receipt at the latest by email at info@paijaboats.fi. In this case, the delivery can be returned free of charge according to the instructions given by the customer service team.

FORCE MAJEURE

The Seller is not liable for deliveries prevented, made more difficult or delayed by reasons beyond the Seller's control, such as a war, natural catastrophe, ban on exports or imports, decision by the authority, disruption in general traffic or other corresponding factor hampering or obstructing the operations of the web shop.

TERMS AND CONDITIONS OF SALE OF THE WEB SHOP

Our web shop complies with the terms and conditions of online trade by the Finnish Marine Industries Federation Finnboat. In case of discrepancy, the terms and conditions of the web shop shall prevail.

1. Definitions,

applicability of terms and conditions, and the object of sale "Customer" refers to private individuals, companies and other organisations that order products from the Seller's web shop.

"Seller" refers to the seller of products who, unless otherwise stated, is also the administrator of the web shop.

"Website" refers to the Seller's website on which the Seller administers the web shop. These terms and conditions of online trade are recommended by the Finnish Marine Industries Federation Finnboat. These terms and conditions shall be applied to the online trade of boat and motor equipment and spare parts, boat accessories and/or clothes between the Seller and the Customer whenever the Seller has stated that the said terms and conditions apply.

The provisions of these terms and conditions regarding the customers' right of return do not apply to corporate customers, with the exception of returns on the grounds of warranty or defect.

2. Order

In addition to these terms and conditions, the Customer undertakes to comply with any other terms and conditions of contract, use and sales of the Seller valid at a given time, which the Seller has stated to be applied to the web shop. The Customer should therefore carefully familiarise themselves with the other terms and conditions of delivery available on the Seller's website. In case of discrepancy between these terms and conditions and any other terms and conditions of the Seller, the other terms and conditions of the Seller shall prevail.

The customer shall always give their name, address, email address and telephone number upon order. Corporate customers shall also give their name and business ID. Customers under 18 years of age shall also give the name and email address of the guardian who has given consent to the said transaction in the "Further information" field of the order form. After placing the order, a confirmation of order is sent to the Customer. A binding sales agreement enters into force after the Seller has confirmed the order in writing.

3. Prices

The prices of the products include value added tax but no costs of transport. Transport costs shall be added to the prices given in the price list. Prior to the confirmation of the order, the Customer selects the method of delivery from the alternatives given in the order form. After the method of delivery has been selected, the online service calculates the transport costs for the selected alternative. The Customer accepts the transport costs when confirming the order. All prices are given in euros. Posti's pricelist valid at the given time is available at www.posti.fi/hinnat/. Boat delivery prices are in this documenta at the section DELIVERY.

The products ordered are sold at the price valid at the time of order. Should any changes be made to the order, the prices are determined on the basis of prices valid at the time of changing the order. The product information of all products is available on the Seller's website. Product returns on the basis of erroneous product information is free of charge and must be made within reasonable time after the error was or should have been noticed. In case of obvious errors in prices, the Seller can plead to a mistake, for example, in cases of such an obvious error that the Customer should have noticed it.

4. Terms of payment and making the payment

Information on the terms of payment and the payment methods available can be found on the Seller's website and order form. If a product is delivered cash-on-delivery, it shall be collected from the post office by the deadline given by Posti. Otherwise, the order is considered cancelled.

5. Delivery

Orders are delivered by post or they can be collected, as agreed upon separately. The Seller delivers its stock products within about 1–3 working days' processing time, to which a standard time needed for transport is added. The Seller aims to inform customers if the processing time of the product exceeds seven days. The delivery times given are indicative. The Seller may not be able to deliver all products in an estimated delivery time, which depends on the availability of products. The Seller reserves the right to restrict orders of unusually large quantities.

6. Right of return

Consumers have the right to cancel the order at any time, including when the order has already been processed. If the Customer does not wish to collect their delivery from the post office, it is nevertheless recommended that they inform the Seller or the local post office thereof. In this case, the Seller has the right to charge delivery costs from the Customer. According to Chapter 6 of the Finnish Consumer Protection Act, consumers have a 14-day right of return and exchange as of the collection of a parcel from the post office or from the Seller's premises (including weekends and bank holidays, excluding the day of collection). The right of return only applies to unused products fit for resale. During the reconsideration period, the Customer has the right to familiarise themselves to the product and try it as if the purchase took place in a shop. The Customer also has the right to open the package to examine and try the product without losing their right of return. However, they cannot take the product into use. If the product package is closed with a seal or a similar method, the package must be unopened and the seal unbroken.

The right of return does not apply to so-called hygiene products or products delivered to the Customer as special orders. Returning products by post in Finland on the grounds of

conditions is free of charge to the Customer. The Seller shall not pay for other methods of returning products without prior agreement. The Customer shall pay the postal charges of abroad unless otherwise expressly agreed upon.

The time of purchase or collection is the day on which the parcel has been claimed or the post office or, alternatively, the date on the receipt. The Customer is liable for presenting proof regarding the collection date; for example, by means of a receipt from the post office. The Customer is liable for returning any products:

- a) in their original packaging (well packed) without unnecessary markings
- b) with a copy of the confirmation of order
- c) with a warranty and return form filled in appropriately (available at the Seller's Website)
- d) within 14 days of the date of collection
- e) with the Customer's account information.

The Seller undertakes to refund the payment within thirty [30] days of having received the returned product at the latest.

7. Warranty

Some products have a warranty. If the Seller provides a warranty for the product, the warranty period starts from the date of the confirmation of order and is valid as defined. Replacing or rectifying a defective product does not prolong the original warranty period. A warranty is subject to the product or its part having been used in compliance with the manufacturer's recommendations and instructions. The Seller may be released from its warranty liability if the Seller can prove that the deterioration or breaking of the product has probably been caused by an accident, misuse of the product or other factor attributed to the Customer. If the manufacturer or repair agent later observes that the product was damaged due to the Customer's negligence, the Seller has the right to charge repair costs from the Customer.

According to the Finnish Consumer Protection Act, the Customer shall, within reasonable time, inform the warrantor of the defect after the Customer has noticed or should have noticed the said defect. During the warranty period, products shall always be delivered for repair:

- a) in their original packaging (well packed)

- b) with a copy of the confirmation of order
- c) with a warranty return form filled in appropriately (available on the Seller's website)
- d) only the defective product shall be sent for repair, not other products or other non-defective components of the said product.

The Seller can return any products sent to warranty services without complying with the aforementioned instructions at the Customer's expense. The Seller undertakes to carry out warranty servicing within a reasonable period in compliance with the Finnish Consumer Protection Act. In the case of claims on the grounds of warranty, the Customer shall primarily contact the Seller, unless otherwise expressly stated by the Seller. If the warrantor is another operator than the Seller in another marketing stage, the Seller shall not be liable for defects on the grounds of warranty if the Seller has so expressly stated.

8. The rights of the buyer in case of defect

Any possible warranty or other commitment by the Seller does not restrict the statutory right of the buyer to claim for a defect in the object of sale. In case of a defect in the delivered product, the Seller primarily has the right to rectify the defect, if this can take place within a reasonable period of time in such a way that the Customer incurs no additional costs or material inconvenience. If this is not possible, the Customer shall have the right to claim a reduction in the price or a non-defective product. If the Customer is a consumer and the defect is not considered minor, the Customer has the right to cancel the transaction and claim for compensation of their direct damages. Should the defect occur within six (6) months of the delivery of the product, the defect is assumed having been in the product at the time of delivery, provided the Seller does not show that the defect had been created after the delivery or if such assumption is against the nature of the defect or the product.

The Customer shall, within a reasonable time, inform the Seller of the defect after the Customer has noticed or should have noticed the said defect. If the Customer is a consumer, notification can always be made within two (2) months of the buyer noticing the defect. The buyer is liable to prevent the creation of additional damage. A defective product shall be submitted well packed and with a copy of the confirmation of order for repair or exchange. Unless otherwise provided by the Finnish Consumer Protection Act, the Seller

shall not be liable for any indirect damages caused by a defect in the product or delayed delivery.

9. Restriction of liability in certain cases

The Seller's liability regarding poor availability of the product shall always be restricted to the cancellation of the transaction and refunding the price possibly paid in advance. The Seller shall not be liable for information on the manufacturer's websites. Unless in the case of proven negligence by the Seller, the Seller's liability shall always be restricted to direct damages.

10. Customer register

The Seller may maintain a register of its Customers. The customer register is confidential and the Seller undertakes not to disclose customer information to third parties apart from those intended in the Seller's Privacy Policy.

11. Changes to the terms and conditions of online trade

These terms and conditions can be changed unilaterally without prior notice. The terms and conditions are valid between the Seller and the Customer as they were at the time of placing each order. The Seller's terms and conditions of contract valid at a given time shall be applied to new orders. These terms and conditions can be found on the Seller's website. Please contact the Seller's customer service (contact information available on the Seller's website) in case of questions related to an individual order or the interpretation and application of these terms and conditions.

12. Applicable law and the settlement of disputes

These terms and conditions shall be construed and governed by the laws of Finland. Any dispute or disagreement arising from these terms and conditions shall primarily be settled in negotiations between the parties. Should this fail, a consumer can take the matter to the Consumer Disputes Board. Should disputes be settled in litigation, the Customer shall bring legal action to the district court of the Customer's domicile, if the Customer does not wish to initiate legal action in the district court of the Seller's domicile. In the case of a non-consumer Customer, legal action can also be taken in Helsinki District Court.

