

# TERMS AND CONDITIONS OF SALE AND DELIVERY

Drop Design Pool Oy  
(Business-ID 2238453-5)

Dated 21.9.2021.

These terms of delivery shall apply to orders and contracts between the Seller, Drop Design Pool Oy, and the client (later "Buyer") regarding products or products and services (later "Product") ordered from Drop Design Pool Oy.

These terms of delivery shall also be applied to the services and products supplied by Drop Design Pool Oy, unless otherwise agreed on.

Drop Design Pool Oy reserves the right to update these terms and conditions without prior notice. The terms and conditions in force at the time of the order shall apply to all orders. These can be viewed on the website of Drop Design Pool Oy at <https://www.drop.fi>.

The terms of delivery in force at any give time are those that were in force when the order confirmation was sent and were displayed on the website of Drop Design Pool Oy. These terms may also be attached to the order confirmation as a separate PDF file, but that is not necessary.

Buyer declares that he/she has read these delivery terms upon ordering and accepts these terms and conditions according to the order confirmation, unless the Buyer notifies otherwise demonstrably and in writing before delivery.

## DELIVERY

Drop Design Pool Oy only sells and supplies products to private individuals over the age of 18 and entrepreneurs.

Products shall be delivered to the delivery address at an appointed time. The product or service has been delivered when the Buyer takes possession of it.

The delivery time or estimated delivery time and delivery address are stated in the order confirmation. Products shall always be delivered as soon as possible depending on the order situation and estimated delivery time.

Larger deliveries shall be delivered to the delivery address supplied by the Buyer within

1-2 weeks in general. Smaller packages can be picked up by the Buyer at the closest service point of the deliverer, unless otherwise agreed, in 3-4 business days.

If Drop Design Pool Oy fails to deliver their product or service entirely or partially, or a delay can be expected, the Buyer must be notified immediately. The same duty to notify applies to the Buyer as well if he/she cannot receive Drop Design Pool Oy's product or service at the appointed time, or if the Buyer's delay seems likely.

The cause of delay and new delivery time must always be stated in writing. If the confirmed or promised delivery time is exceeded, Drop Design Pool Oy is entitled to a reasonable extension of time. If the product cannot be delivered within the extended timeframe, the Buyer has the right to declare the contract avoided within the terms and conditions. The Buyer is not entitled to a price reduction.

The pools will be delivered upright on a truck with a cargo body to the delivery address supplied by the Buyer, or as close to the delivery address as possible with a truck.

If delivery is included in the sale, it refers to a delivery to the customer, to the end of a truck road. The delivery will be lowered onto the ground with a tail lift at a spot that the driver sees fit.

Delivering the products to a designated spot as indicated by the Buyer is not included in the delivery, if it cannot be accessed by a truck. A possible special discharge with a crane, or other unforeseeable costs that cause additional costs to Drop Design Pool Oy will be invoiced to the Buyer with normal terms of payment, unless otherwise agreed upon beforehand.

Delivery costs depend on the method of delivery, and the weight or size of the product. Delivery costs are stated in the order confirmation or in the shopping cart with online purchases. With campaign products, the campaign terms will apply in addition to these terms.

The Buyer has the duty to inspect the goods carefully upon delivery or handover. The same applies to the installations ordered from Drop Design Pool Oy. If the Buyer neglects his/her duty to inspect the goods and give notice of defects, the Buyer will lose his/her right to have the defects repaired with the guarantee.

Drop Design Pool Oy assumes liability for the product for the duration of the delivery until it is

handed over to the Buyer at the end of the transportation. If the handover is delayed due to the Buyer, the liability is passed to the Buyer once Drop Design Pool Oy has performed their obligations regarding the delivery. In any case, the liability is passed to the Buyer once the product has been delivered to the delivery address.

Unless the Buyer and Seller have agreed that the product or delivery is handed over at an appointed time, or at request or without delay, it must be handed over without undue delay and within 30 days from the order confirmation at the latest.

Drop Design Pool Oy will not pay damages for late delivery to the Buyer.

## PAYMENT

An order placed in Drop Design Pool Oy's webstore shall be paid immediately via electronic payment or by other reliable means of payment provided by the online store provider.

The order may also be paid to Drop Design Pool Oy as per the order confirmation with a separate invoice which Drop Design Pool Oy will deliver by email to the Buyer's email address or by post to the Buyer's postal address. If the order is paid via invoice, the invoice will be due to payment within 14 days of the order confirmation (date of invoice), unless otherwise specified in the order confirmation.

After the due date, the Buyer is required to pay interest on overdue payment according to the Interest Act.

When paying via invoice, the due date is not dependent on the delivery date or late delivery.

If the order has not been paid according to the contract terms or invoice by the due date, Drop Design Pool Oy reserves the right to refuse to deliver the product at the appointed time.

The products are the property of Drop Design Pool Oy until the entire purchase price (with possible consequences for default) have been paid to the Seller.

Drop Design Pool Oy has the right to collect an unpaid product at the expense of the Buyer, even if it has already been handed over to the Buyer. In these instances, the Buyer is responsible for the possible costs.

All pools by Drop Design Pool Oy are made-to-order. If the Buyer cancels his/her order and the

product is a made-to-order product designed specifically as per the Buyer's wishes (tailor-made), the Buyer is required to pay 25% of the purchase price in the order confirmation to Drop Design Pool Oy, if the product has already been made.

The Buyer's neglect of the payment schedule does not affect the payment schedule which has possibly been agreed on, unless stated otherwise by Drop Design Pool Oy.

Additional work and alterations must be agreed upon separately in writing, and they are not included in the cost of the product. Drop Design Pool Oy charges for additional work and alterations according to a separate price list.

Under no circumstances is the Buyer allowed to withhold the amount of money which markedly exceeds the requirements that he/she is entitled to as a result of a defect.

## WARRANTY POLICY

Warranty applies to products that have been purchased for private use through Drop Design Pool Oy's own store or from an authorised retailer and have been granted a warranty.

Products have a two-year warranty, and it starts from the delivery date of the pool, or six months after the date in the order confirmation at the latest. The Buyer is only entitled to repair under warranty based on the warranty policy if he/she can provide a receipt of payment of the original pool.

During warranty time, Drop Design Pool Oy shall repair any defects within a reasonable time for the parts that are under warranty.

Delay of maintenance or repair does not give the Buyer the right to demand compensation from Drop Design Pool Oy.

## WARRANTY REQUIREMENTS

For the warranty to apply, the Drop pool must be installed according to the user manual; a possible electric installation of the pool must be done by an authorised electrician, the pool is used according to the guidelines and only for the intended purpose, in private home use.

Generally, a user manual is delivered along with the pool, or in conjunction with the order confirmation.

The installer is always responsible for installation of the pool, and the Buyer is responsible for ensuring that the installation is done according to the user manual and installation guide. The installer and buyer have the burden of proof of proving that the installation guide has been followed. Faulty installations are in no way the responsibility of Drop Design Pool Oy.

Warranty is revoked in case of faulty installation or if the pool has been emptied improperly and kept in cold temperatures.

Drop Design Pool Oy is not responsible for ensuring that the surface on which the pool will be installed is appropriate for the pool.

## COMMERCIAL USE – LIMITATIONS

The Drop pool is designed to withstand normal use. Limited warranty applies to pools installed for commercial or rental use, and will be defined on a case-to-case basis. If commercial use has not been specified during ordering, or the warranty has not been agreed upon in writing or noted during ordering, a warranty of three (3) months applies, starting from the delivery date.

## LIMITATIONS

Drop Design Pool is not responsible for damages caused by the pool, such as unobtained rental income or other damages to the Buyer.

The warranty does not cover indirect or other unusual and unforeseeable damages, such as losses, unobtained profit, consequential loss or other property damage, nor damages caused by natural phenomena or results of intentional damage or gross negligence by a party.

The Buyer is not entitled to the repairs laid out in these warranty terms if the defect or damage is the result of normal wear and tear, faulty installation, modifications, accident, misuse, misuse of chemicals, commercial use, use of accessories not authorised by Drop Design Pool Oy, failure to comply with the user manual, neglect of maintenance or cleaning, or repairs done by a party not authorised by Drop Design Pool Oy, or if the fault or damage is caused by natural phenomena or as a result of intentional damage or gross negligence by a party.

The warranty does not cover damages caused by extreme weather (hail, storm, flood, snow or ice, earthquake etc). If the Buyer wishes

Drop Design Pool Oy to fix damages resulting from these causes, normal repair rates will apply.

Suction drains, ozonator, UV system, insulation cover and filter balls are not covered by the product warranty. These accessories have a warranty of six (6) months.

## WARRANTIES FOR DEMO PRODUCTS

Demo products are sold "as-is". Drop Design Pool Oy is not responsible for surface damage or other faults in the demo product, and fixing said defects is not covered by the warranty.

In other respects, the warranty covers demo products as well, unless otherwise agreed upon in writing at the time of order.

If the demo product has a full warranty, it must be stated in the order confirmation.

## WARRANTY MEASURES

The Buyer must notify Drop Design Pool Oy of a faulty Drop pool or part immediately.

When notifying of a fault, the Buyer must tell Drop Design Pool Oy the name of customer, name/model of pool, serial number, date of purchase and installation, as well as description of the fault, photographs of the fault, and the circumstances in which the fault was discovered.

Drop Design Pool Oy or an authorised repairperson is responsible for noting and fixing the faults. A faulty pool will be fixed by maintenance or changing faulty parts within a reasonable time, or, at Drop Design Pool Oy's discretion, by changing the faulty pool to a new pool.

The repairperson must have free access to all sides of the pool. The Buyer will be invoiced separately for the disassembling of a terrace or other construction, or removal and reinstallation of a pool.

When a pool is sunk into the terrace, Drop Design Pool Oy recommends making a separate service hatch that allows access to the pool and the possible accessories. In case of maintenance that does not require special competence, the maintenance measures will be carried out via remote support or other similar manner.

The Buyer must accept these measures when they are based on Drop Design Pool Oy's maintenance experience. If Drop Design Pool Oy asks for more information, such as photographs to evaluate the necessary measures, the Buyer must cooperate.

Drop Design Pool Oy's responsibility is always limited to the delivery of a new product, repair or refunding the purchase price at Drop Design Pool Oy's discretion.

## REPLACEMENT PARTS AND WARRANTY REPAIRS

Drop Design Pool Oy must always have the opportunity to inspect a warranty issue and a reasonable time to fix a product or a product part covered by the warranty. If this chance has not been given to Drop Design Pool Oy, it cannot be held responsible for warranty obligations as the seller of the product.

The Buyer must comply with Drop Design Pool Oy's instructions in warranty issues.

The product or part to be replaced shall be delivered to Drop Design Pool Oy for inspection.

If the product or part is not delivered for inspection, the replaceable part will be invoiced as any regular product, unless otherwise agreed.

## NOTIFYING OF DEFECTS AND FILING A COMPLAINT

A consumer client may not claim a lack of conformity unless he/she notifies Drop Design Pool Oy of the defect within a reasonable time after the defect has been observed or should have been observed. Other terms regarding the inspection of the product upon delivery still apply.

The Buyer may claim lack of conformity if:

- 1) Drop Design Pool Oy has acted negligently or dishonorably and unconscientiously;
- 2) the product does not conform to official requirements regarding product safety, such as Product Safety Law (914/86) or other rules and regulations related to protection of health or property; or
- 3) the product is otherwise harmful to health or property.

The Buyer must inspect the packaging of the product before acknowledgement of receipt. Any external transport damage must be reported

verifiably to the driver or Drop Design Pool Oy's customer service, who will note down the damages. All transport damages must also be reported in writing within 7 days to drop@drop.fi, otherwise they will be disregarded.

Drop Design Pool Oy must be notified of other defects (than transport damage) within 14 days of receipt. Drop Design Pool Oy will make the required modifications or replace the product.

If the delivered product has any defects or faults, notify Drop Design Pool Oy of them immediately at drop@drop.fi.

If the product has been installed before a complaint is filed, Drop Design Pool Oy will not reimburse the disassembly and installation work resulting from the installation of the product in case of replacement.

## RIGHT TO EXCHANGE AND RETURN

A consumer client has the right to exchange or return the entire online order or parts of it within 14 days of order receipt. The right to return only applies to unused and saleable goods that are still in their original packaging.

When returning or exchanging made-to-order products, the Seller withholds 25% of the purchase price in the order confirmation, unless otherwise agreed on in these terms and conditions.

## CANCELLING A PURCHASE

A consumer client has the right to cancel a purchase due to a delay by Drop Design Pool Oy, if the Buyer has given Drop Design Pool Oy a reasonable extension of time, and Drop Design Pool Oy has failed to hand over the product within that extended time. Within that time, the Buyer is only allowed to cancel the purchase if Drop Design Pool Oy has refused to deliver the product within said time.

## FORCE MAJEURE

Force majeure, i.e. circumstances beyond Drop Design Pool Oy's or its partners' control, exempts Drop Design Pool Oy from complying with these terms and conditions for the duration of these unforeseeable circumstances. This is decided by Drop Design Pool Oy.

These circumstances include strike, lockout, fire, telecommunications issue, orders by public authorities, or other unforeseeable events, societal state or event, such as uprising, war or restriction or other significant and unusual cause that is out of Drop Design Pool Oy's control.

In case of force majeure, Drop Design Pool Oy is released from all liability for damages to the Buyer.

## SETTLING DISPUTES

A possible dispute resulting from the delivery between the Buyer and Drop Design Pool Oy will not release the Buyer from his/her contractual obligation to pay. An order must always be paid by the due date.

All disputes will primarily be solved through negotiations between the Buyer and Drop Design Pool Oy, and a mutual agreement between the parties. If no agreement is reached, the dispute shall be referred to ordinary court and solved according to Finnish law.

Disputes regarding an order shall be primarily solved at the district court of Drop Design Pool Oy's domicile.

A consumer's claim based on consumer legislation may also be subjected to the district court of the jurisdiction where the consumer has their place of residence.

Drop Design Pool Oy

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