

ToP Shop netstore - Terms and Conditions

General Information

ToP Shop netstore is an internet store especially for NFC and RFID related products including tags, mobile phones, reader/writer devices, printers and software, and it is aimed for businesses globally.

The terms and conditions listed below will apply between customer and ToP Shop netstore (ToP Tunniste Oy) for the sale and purchase of the products contained in customer's shopping cart. The terms and conditions are subject to change at any time, and it is customers responsibility to check these terms and conditions regularly before ordering products in case there are any changes.

ToP Shop netstore does not sell or deliver products to consumers. However small businesses without valid registration can order products from ToP Shop netstore.

All communication with customers is primarily done by email, and customers must type in their correct email address when placing orders. The email address can be later used to send product related information (e.g. product updates and alternative products).

ToP Shop netstore will keep customer register including customers' order, invoicing and delivery details. The complete description of customer register (Rekisteriseloste) according to Finnish law is available as part of Term and Conditions in Finnish (Toimitusehdot).

ToP Shop netstore is operated by ToP Tunniste Oy, Hermiankatu 6-8 H, FI-33720 Tampere, Finland, VAT number FI17691805, email address topshop@toptunniste.fi.

Payment Methods, Prices and Taxes

Payment methods are credit card and pro forma invoice (payment on bank account in advance). ToP Shop netstore accepts VISA, VISA Electron, Master Card and American Express credit cards. All credit card payment will be done using secure payment site operated by Luottokunta (www.luottokunta.fi, Verified by Visa, Master Card Secure Code, American Express). The term of payment of pro forma payments is "All charges to the payer". If any charges have been deducted from the Grand Total sum, ToP Tunniste has the right to delay delivery until paid for in full by customer.

Prices of the products are correct at the time of entering information. ToP Shop netstore reserves the right to change prices at any time without prior notice.

All prices at ToP Shop netstore are VAT excluded (Value Added Tax 0%) . VAT will not be added to deliveries outside European Union VAT area (Export Sales). If ordered either without valid VAT number inside European Union VAT area (Intra Community Supply) or in domestic markets (in Finland), current Finnish VAT will be added to purchase. The customer is responsible of paying any other taxes or fees, that may occur based on the local legislation.

Availability, Delivery Times and Back Orders

ToP Shop netstore tries to keep all products in stock. The amount of availability may vary. All orders are subject to acceptance and product availability. If ordered products or ordered

number of pieces are not in stock, the customer will be informed by email as soon as possible.

Delivery will follow after valid credit card or pro forma invoice (bank account) payment . ToP Shop netstore has the right to cancel the order, if it is assumable, that e.g. the used credit card is not valid or might be stolen. In this case customer will be contacted and informed by email.

Packing and dispatching takes normally 1-3 working days. Dispatching follows latest in three weeks. In case of delayed dispatch the customer will be informed by email. Dispatching may take longer for products that will be customized and/or personalized or tested before shipment. If the order contains products with estimated longer delivery time, partial deliveries on customer's request will be charged.

Delivery will be by default in one shipment. Back orders will be shipped as soon as possible, when the products are on stock.

Shipping and Carrier

ToP Shop netstore offers courier service (TNT Express) for worldwide delivery. For deliveries inside European Union VAT area postal shipment (letter) is available for some of the products. Shipping costs are based on a product weight, size and destination. All shipping costs are shown when purchasing goods at ToP Shop netstore. ToP Shop netstore does not ship orders to PO Box addresses if not agreed in advance.

Typical shipping using courier service time is 1-3 working days (far destinations 3-7 working days). Shipping times may vary depending delivery destination and import customs process. Furthermore e.g. local holidays, strikes, unrest or weather conditions may cause delays on delivery.

With courier service the term of delivery is *DAP Delivery Address* (Incoterm, Delivered at Place). Delivery Address is given by customer when placing the order. The delivery of products is paid to the Delivery Address. Customer is responsible for the import customs clearance and payment of customs duties and taxes. With postal service the term of delivery is EXW (Incoterm, Ex Works)

In case of special shipping and delivery arrangements requested by customer, the term of delivery is EXW ToP Tunniste Oy (Incoterm, Ex Works) if not otherwise agreed.

Contract of Purchase

All orders made by customer are binding customer after the order is submitted. After that customer has the right to cancel the order only by pressing Cancel Order button or by informing ToP Shop netstore about the cancellation by email at once. A confirmation of order will be sent to customer by email.

All orders are subject to acceptance by ToP Shop netstore and to availability. ToP Shop netstore reserves the right to accept or decline orders for any reasonable reason. In this case customer will be contacted and informed by email.

Warranties and send-backs

Warranties granted by manufacturers apply, if the product is used and stored as advised in user manuals, warranty policy and other written and non-written instructions given or available from manufacturer or ToP Shop netstore.

Actions concerning replacements or any other possible send-back issue has to be agreed with ToP Shop netstore in advance. In case of unnecessary send-back, all cost of send-backs and re-sends will be charged from customer. Customer has the responsibility to carefully inspect the received shipment at once and inform ToP Shop netstore of any complains immediately by email.

Warranties do not cover defects or alleged defects caused by the fact that the product was used with or connected to any third party product or software.

Special Requests by Customer Special requests must always be typed-in on Special Requests text field at check-out. This applies even if the requests are discussed with ToP Shop netstore in advance.

Manufacturers' warranty may differ in various countries and geographic areas where the products are used. Warranty may also be limited or warranty repair/replacement may not be offered e.g. for such products that are not widely available or not originally purchased in that particular country or geographic area. These issues may limit the normal warranty coverage of products purchased at ToP Shop netstore. ToP Shop netstore may offer repair/replacement service, where customer is liable for product return shipping to ToP Shop netstore and return shipping back to customer.

Limited Liability

ToP Shop netstore is not liable for any consequential or special damages or loss (including loss of income, profits, markets, reputation, use of contents or loss of an opportunity) or other indirect loss arising from the loss, damage, delay, mis-delivery or non-delivery of customer's order/shipment even if ToP Shop netstore had knowledge that such damages or loss might arise.

ToP Shop netstore is not liable if customer's order/shipment or any part of it is lost, damaged, delayed or mis-delivered or not delivered at all as a result of: a) circumstances beyond the control of ToP Shop netstore b) customer's acts or omissions or those of third parties

Customer agrees not to bring any claim or action against courier service arising from the carriage without prior written acceptance from ToP Shop netstore.

Applicable Law

All disputes arisen from these conditions are subject to Finnish law and will be solved primarily by negotiation between the parties and secondarily in Tampere District Court (Tampere, Finland) in Finnish.

Additional Terms and Conditions Regarding Free Samples

ToP Shop netstore may provide free samples. ToP Shop netstore has the right - without prior notice - to stop or pause such free samples campaign or change the content of the free sample sets or products at any time. The actual content of free sample sets or products may differ from the picture or the product description.

If only free sample set is ordered, ToP Shop netstore has the right to select the shipping method, thus typically free samples will be delivered using postal service (economy) in non-protected envelope.

The free sample sets and products are generally available not more than once for each customer and aimed for new customers. The free samples are provided for non-commercial use only (e.g. for testing and development). Sample sets and products are delivered "as is" and ToP Shop netstore's liability for any kind of direct or indirect losses is limited to the purchase price of the free sample set or product. ToP Shop netstore has right to store the order details, as well as contact details of purchaser and receiver to customer database and to use this information for marketing purposes. No contact details will be further published to any third party without permission by customer.