

## TERMS AND CONDITIONS

**1. Customer's Acceptance of Terms and Conditions:** By placing an order with Tri-tennis® the Netherlands (herein "Tri-tennis") for a Tri-tennis® product (collectively referred herein as "Product"), the Customer agrees to be bound by these Terms and Conditions. The Customer will be bound by these Terms and Conditions regardless of any prior written or oral representation, agreement, quote, or other communications between the Customer and any representative, employee, or distributor of Tri-tennis

**2. Payment.** The Customer agrees to pay in advance via his/her bank account.

**3. Shipping.** The Product purchased by the customer from Tri-tennis shall be shipped FOB our distribution center. Tri-tennis will arrange shipment with a carrier such as Fedex, UPS, DHL, or TNT, but the customer pays for shipping and insurance costs in advance, and retains ownership of the goods once the goods are transferred to the common carrier.

**4. Returns.** The Customer may return the product within fourteen (14) days of receipt of shipment, for any reason. The Customer must pay for shipping and insurance FOB Tri-tennis' distribution center. At the sole discretion of Tri-tennis, a product may be returned after fourteen days of receipt of shipment, but a fee of 25% of the purchase price will be charged.

**5. Legal and Regulatory Compliance.** Tri-tennis complies with applicable export control laws and regulations. The Customer acknowledges that the Customer is responsible for compliance with all applicable local, national, and international laws and regulations, including export and/or re-export regulations, as these laws and regulations relate to the use of The Product. The Customer acknowledges that the Customer is allowed under Dutch Export law

**6. Life Support Applications.** Products of Tri-tennis are not intended or authorized for use as in applications intended to sustain or support life, or for any application in which failure or malfunction of the Product could cause personal injury or death. Should the Customer use The Product for any such unauthorized application, Customer shall indemnify and hold Tri-tennis and its officers, employees, subsidiaries, affiliates, and distributors harmless against all claims, costs, damages, and expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of personal injury or death associated with such unauthorized use, even if such claim states that Tri-tennis was negligent regarding the manufacture or design of The Product.

**7. Limitation of Liability.** Tri-tennis is not responsible for direct, special, incidental or consequential damages arising by using, selling, distributing or buying a Tri-tennis product.

**8. Legal issues.** No Tri-tennis reseller, agent, or employee is authorized to make any modification, extension, or addition to the Tri-tennis product. Nobody is ever authorized to buy, sell, produce, distribute or promote any product which has a similar idea, -name, -usage or -model as Tri-tennis.

Please contact Tri-tennis via email at [info@tri-tennis.com](mailto:info@tri-tennis.com) for any questions.

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**Tri-tennis® - NL**

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