

General Terms and Conditions Droshi

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Four parties are referred to in these General Terms and Conditions: 1) Droshi AB, company registration number 556987-9397 (hereinafter referred to as "**Droshi**"), 2) retailer/buyer/webshop buying products from Droshi (hereinafter referred to as "**Retailer/-s**"), 3) the wholesale supplier, supplying products to Droshi on Droshi's trading platform (hereinafter referred to as "**Supplier/-s**") and 4) the end-consumer buying products in the Retailers' webshops (hereinafter referred to as "**Consumer/-s**"). Droshi is only involved in business-to-business (b2b) operations with affiliated Suppliers and Retailers. The suppliers deliver products business-to-consumer (b2c), while the webshops are the interface to consumers.

These General Terms and Conditions, including Attachment 1 (Personal Information Policy), are applicable for sales of products (hereinafter the "**Product/-s**") by Droshi to the Retailer, if otherwise not agreed in writing between the Retailer and Droshi. In its sales activities with Retailers, Droshi apply any binding rules as stipulated by any applicable law, including but not limited to The Swedish Distance Contract Act (2005:59).

Products

Products sold on Droshi's web-based trading platform www.droshi.com (hereinafter referred to as the "**Trading Platform**"), are listed by Droshi first after review by each individual Supplier, and after successful review and approval by Droshi. It is critical to Droshi that Retailers are satisfied with the Products that are marketed and sold on the Trading Platform. Consequently, extensive demands are made upon the Suppliers. Droshi takes responsibility for Products agreeing with their product description and for the application of product guarantees provided, for Products complying with safety, health and environment regulations, for Products not infringing on third party's intellectual property rights (e.g. piracies) and for Products not breaching any applicable regulations, norms or praxes. Droshi is committed to not market nor sell Products that don't comply with the demands made by Droshi upon the Suppliers and their Products. Consequently, Droshi urges Retailers to report to Droshi any suspicion regarding a possible irregularity in a Product (regardless of whether a cancellation or rejection is filed, or not).

Purchase

Purchase of the Products occurs via the Trading Platform. Orders can be placed either by the unit or in larger quantities, so called "bulk orders". An agreement regarding purchase comes into effect first when Droshi confirms the order to the Retailer, by returning an order confirmation via e-mail. Droshi does not enter into agreements with minors (under the age of 18) without consent from a parent. Droshi does not take responsibility for information on the Trading Platform, originating from the third party. All images shall be considered as illustrations only, and do not necessarily represent the exact look, nature or origin of the Product. In the event that a Product in Droshi's product range has been discontinued, or otherwise cannot reasonably be made available, the purchase will be nullified. The Retailer has the right to be reimbursed for any money paid in relation to such purchase. Droshi reserves the right to block a Retailer for any further purchases on the Droshi website, should Droshi have reason to believe the Retailer has placed orders conflicting with the terms of these General Conditions, or in violation of any law (e.g. if Droshi suspects fraud).

Terms of Delivery

Fundamentals regarding delivery of Products

Droshi is not keeping any product stock of its own. Instead alliances have been established with independent Suppliers in Sweden who stock the Products. According to agreements between the Supplier and Droshi, the Supplier commits to reserve and "ear-mark" for Droshi, the Products that are being marketed on the Trading Platform. Once Droshi has sent an order confirmation to a Retailer, the ordered goods are sent from the Supplier's own warehouse directly to the Consumer. If the Retailer has ordered Products originating from different Suppliers, then the Products will be sent to the Consumer in different parcels. The Consumer is responsible for all Consumer information provided to the Retailer, e.g. delivery address. Neither Droshi nor the relevant Supplier is responsible for any issues (e.g. failed delivery or unsuccessful reimbursement) occurring due to incorrect or insufficient information provided to Droshi. Certain Products sold on the Trading Platform has physical qualities (size and/or weight) making it impossible to send them by normal mail service. Such products are referred to as "bulky and/or heavy" products. Specific terms and conditions apply to "bulky and / or heavy" products, which can be found further down in this section. For all Products, other than "bulky and/or heavy" product, the following terms of delivery apply: Retailers and Suppliers are obliged to process the Consumer order within 24 hours during Monday - Friday (excluding public holidays). Further, the Consumer shall have received the Product within 5 business days (Monday - Friday, excluding public holidays) after the Retailer and the Consumer have received the order confirmation, unless otherwise stipulated. In some specific cases the delivery lead-time may be extended, e.g. if the Product has been made to order, or if an overseas Supplier supplies the Product, in which case the delivery time is noted in the product information. Should a Consumer not receive the delivery notification within stipulated time frame, they are advised to contact the Retailer. The Retailer will liaise with Droshi to establish if a potential error has occurred with the delivery notification.

Terms of Delivery for Bulky and/or Heavy Products

If a Product has specific physical conditions, such as being "bulky and/or heavy", this is normally indicated in the Product ad on the Trading Platform, and, it is always noted in the order confirmation, received by the Retailer after completion of an order. The Supplier of the "bulky and/or heavy" product shall within 5 working days after forwarding the order confirmation to the Consumer, contact the Consumer to agree on a day of delivery. The Supplier shall offer delivery within 5 working days (Monday - Friday, excluding public holidays) from the day the Supplier made such contact with the Consumer. Delivery of "bulky and/or heavy" products normally requires the Consumer to be present at their home address at the time of delivery, which usually occurs during normal office hours.

Delays and cancellations

Droshi will inform the Retailer of delivery delays. If a Consumer does not receive a Product on time, they have the right to reject the purchase in accordance with applicable consumer right regulations. Rejections shall be made in writing to Droshi, via e-mail. Notwithstanding a delay, the Retailer agrees, should Droshi make good the delay within reasonable time, there is no automatic right to cancel the purchase. In case of rejection due to late delivery, the Retailer shall allow Droshi reasonable time to perform its obligations. Should the

Consumer cancel the purchase, the Retailer might receive claims for costs and losses occurred prior to the cancellation was made (e.g. freight costs). Droshi may then, as the case may be, deduct such costs or losses from payment made by the Retailer to Droshi.

In case of a cancellation, Droshi will reimburse money received (less reasonable costs and losses incurred due to the cancellation) without unnecessary delay and within 14 calendar days, by the latest, from having received the cancellation. There may be situations when it is impossible to perform an order, e.g. in the event an independent Supplier is unable to perform their obligations toward Droshi. Droshi does not take responsibility for transport risk, i.e. the risk a Product is damaged or lost during delivery to the Consumer. The Supplier of that Product carries the transport risk. In the case a Product is damaged during delivery, the Retailer should still contact Droshi. Droshi will, upon request, assist the Retailer with queries relating to transport and delivery. The Retailer carries the transport risk in relation to goods being returned and all returns shall be handled in accordance with instructions from Droshi. The Retailer ought to immediately report any transport damage to the transport company without delay after the Product has been received. Visible transport damage shall be reported immediately, as these damages typically are the liability of the transport company and their warranty period may be relatively short. The Retailer must also, within reasonable time, after having realised or ought to have realised any transport damage, report this to Droshi. In case of visible transport damage, the Retailer is responsible to unpack and inspect the condition of the Product within a shorter time frame from having received it.

Uncollected parcels

Should a Customer fail to collect their parcel before the last holding date, the parcel will be returned and Droshi will charge cost for the return freight to the Retailer. Such cost is capped at 120 SEK excl. VAT per parcel. Droshi will however reimburse the Retailer any purchase amount paid, after deduction of the above-mentioned freight cost. The reimbursement is processed without unnecessary delay and within 14 calendar days, by the latest, after the relevant Supplier notifies Droshi of their receipt of the returned parcel.

In the event the Consumer unintentionally has failed to collect the parcel, they may choose to have it redelivered. In these events, the Consumer is only charged the actual freight cost for returning the Products to the Retailer and to the Consumer again. Droshi will invoice the Retailer this cost in a separate invoice, in arrears.

Prices and payments

Droshi's prices and fees, listed on the Trading Platform, exclude VAT, if not otherwise stated. Droshi only operates based on b2b. Products are always paid by card prior to the order is forwarded to the Supplier, who packs and ships the Products. Droshi and the Supplier are responsible for the Products reach the end-Consumer. Payment of subscriptions can be made against invoice or as monthly payment instructions. We reserve the right to assign invoices to 3rd party or to on-sell the receivables. Potential fees may then arise.

Direct payment by card with Dibs

The Retailer can use Dibs and make payments via their Internet bank (Swedbank, Handelsbanken, SEB and Nordea, or using VISA or Mastercard). This method is both user-friendly and safe. There are no additional charges added to the Retailer's purchase price.

With this payment method, Dibs is managing the payment through its payment service on behalf of Droshi.

Payment by card

Droshi accepts Visa and Mastercard payments from the Retailer through safe connections via Babs. No additional charges are added to the Supplier's purchase price.

Payment security

Droshi guarantees that all payment methods listed above are secure payment methods. Droshi is cooperating with Dibs, one of Sweden's leading suppliers of payment solutions on the Internet. Dibs are certified in accordance with the credit card industry's new tightened security standards PCI-DSS (Payment Card Industry Data Security Standard), making it safe and reliable when paying with VISA and Mastercard. Droshi is never handling any sensible credit card information, nor is it involved in the payment transactions per se.

Security and Privacy

All use of the Retailer's sensitive data is carried out encrypted and at the highest degree of security, through an SSL-certificate issued by Equifax Secure Certificate Authorities. When a Retailer registers and places an order, they also acknowledge and give Droshi permission to store and use the Retailer's information in order to fulfill its obligations towards the Retailer. By placing an order with Droshi, the Retailer agrees with Droshi's Personal Information Policy in accordance with Attachment 1. Droshi is storing certain telephone and e-mail communication with the Retailers. This is done for customer services purposes, i.e. to keep a high customer service level. Droshi will not disclose any of the Retailer's personal or corporate information to third party, unless this is required in handling the Consumer's purchase, by compulsory regulation or through court order. The Swedish Personal Data Act (PUL) grants the Retailer the right to obtain any information registered by Droshi. The Retailer can demand the information to be corrected or deleted, if it is found to be incorrect, incomplete or irrelevant.

The Retailer acknowledges and agrees, that Droshi discloses the Retailer's personal or corporate information - in accordance with the, from time to time, applicable Personal Information Policy - to third party, in order to fulfill the Consumer's purchase. Droshi is not liable for such third party's handling of the Consumer's personal details, neither does Droshi take any responsibility for potential marketing material or otherwise, sent by third party to the Retailer, unless Droshi specifically has requested that such material is sent to the Retailer.

Droshi takes fraud and fraud attempts very seriously, and actively works to prevent these.

Right to regret a purchase

The Consumer's cancellation rights are regulated in Distance and Doorstep Sales Act (2005:59) and existing practices. In general, the Consumer has 14-days cancellation rights on all products purchased online. However, for products purchased between November 15 and December 24 the Consumer has cancellation rights until and including January 31 the following year. The Consumer can cancel a purchase by returning the goods or by notifying

the seller (the Retailer) within the above mentioned time frames. All cancellations are handled by the Retailer in accordance with their cancellation/return policy. Droshi is not liable for cancellations/returns, but only for rejections. The cancellation period starts the day the Consumer has received the Product.

Warranties and rejection rights

All Products sold on the Trading Platform are sold with rejection rights in accordance with consumer right laws. The Product ad will state any exemptions from general rejection rights, e.g. if a Product is sold "as-seen". This is often the case if the Product comes from liquidation stock, if Products have certain defects (e.g. smoke damaged cloths) or if Products are malfunctioning. As these Products have been purchased "as-seen" they come with a limited rejection right.

Droshi is handling all communication with the Suppliers, including receiving and handling of rejected goods. The Retailer may however, in some cases, be provided contact details to the Supplier in question. This could be the case when a Consumer's purchase becomes subject to legal examination on issues relating to a specific Retailer or to conditions to which the Retailer is liable. Some Products are subject to specific warranties, in which case the scope of the warranty is specified in the Product ad, or it may be enclosed with the Product at delivery.

When a Product complaint has been filed, Droshi will carry out an examination to establish whether a defect is in question or not. The Supplier may, in some cases do such examination. If, after such examination it is concluded that no defect is in question, then Droshi, - or the Supplier as the case may be - has the right to charge a defect examination fee as stipulated below. In case of a defect Product, the Consumer may temporarily need to pay the freight cost to return the Product, but has the right to be reimbursed for such cost. If the Product has defects, the Consumer has the rights as stipulated in applicable consumer right regulations. Consequently, the Consumer is in agreement that Droshi - or the Supplier after reasonable consultation with Droshi - in the first instance offers the Consumer to have the Product repaired, and in the second instance delivers a new, flawless Product to the Consumer, if so can be done within reasonable time and with no expense to the Consumer. If this is not possible, the Consumer has the right to obtain a price reduction or compensation to rectify the defect. Should the defect be significant to the Consumer, the Consumer has the right to cancel the purchase. Product defects, not caused by the Consumer, but covered by a specific warranty from the Supplier, are to be repaired or exchanged by a flawless Product from the Supplier, and to the expense of the Supplier. The Retailer has no other means of compensation from Droshi, apart from what is mentioned above. The Consumer should keep the order confirmation and receipt, as it may be required in order to file a Product complaint.

Defect examination fee

If it is established during a Product defect examination, that no defect - to which Droshi or the relevant Supplier is liable - is in question, then Droshi or the relevant Retailer who has carried out such examination (or at whose request the examination has been carried out), has the right to charge the Consumer a reasonable defect examination fee. The defect examination fee may not exceed 350SEK and can only be charged has the Consumer been informed about such fee prior to the examination being carried out.

Disputes and applicable law

These general terms and conditions are governed by Swedish substantive law. In case of dispute, the recommendations from The National Board for Consumer Disputes are applied. Disputes, between Droshi and a Retailer who is not a Consumer, and arising from these General Terms and Conditions, shall be referred to the Stockholm District Court in the first and only instance.

For any questions relating to Droshi's General Terms and Conditions, please contact info@droshi.com

Attachment 1 - Personal Information Policy

The Swedish Personal Data Act (PUL) governs the protection of personal privacy and the protection against violation of personal integrity when personal data is being used in marketing and other commercial contexts. The law is applicable for use of personal data in the whole of society and for operations carried out by government bodies, corporations as well as private individuals. Droshi safeguards personal integrity. Droshi prioritises the protection of all information provided by its affiliates, including its Retailers, and adheres to all applicable laws and regulations, e.g. the Personal Data Act and other regulations governing confidentiality relating to integrity protection. Retailers connected to Droshi's business, will need to provide personal and corporate information to complete purchases on the Droshi website. This information is required for a purchase to take effect, and to receive newsletters. Retailers who are making purchases from Droshi or who subscribe to the Droshi newsletter, are acknowledging and approving Droshi's processing of their personal information. When purchasing from Droshi, a Retailer agrees to its personal or corporate information being used for:

- checking that the Retailer in fact is who they make out to be
- assisting with after-purchase services
- providing new products and services when the Retailer so require
- newsletters
- information to business affiliates, including those outside EU

Droshi is cooperating with different business affiliates when offering its services over the Internet, including business affiliates outside EU. In these cases, Droshi carries the responsibility for how personal information is stored and processed, and manages its affiliations relating to personal data processing through Personal Data Assistant Agreements.

Droshi is keeping personal and corporate information for three (3) years after termination of business relationships. Droshi is using reasonable efforts to keep processed personal information up to date and to delete irrelevant, incorrect or unnecessary personal information. Droshi applies suitable technical and organisational data security procedures to secure Retailer's personal information.

Droshi might be processing other parties' personal information, such as the Consumers, in which case what applies under this policy will be applicable to such other parties' personal information.

Droshi is using cookies. When using Droshi's website, information may be stored on computer in order for that computer to be recognised by Droshi. This information is normally a text file, referred to as a cookie. A cookie is a file, making it possible to identify someone's communication device (e.g. computer) but without personal information. Normally, cookies will collect certain data, including the Internet Protocol address (IP address), the computer's operating system, the web reader and addresses to web pages that links to Droshi's website. There are two types of cookies. One type is saved on the visitor's computer for a longer period of time and has an expiry date. These cookies are erased when the expiry date has passed. The second type of cookies, so called session cookies, has no expiry date but erases when the web browser is turned off.

Droshi is using cookies to e.g. ensure correct information is being sent to correct user, handle log ins and to direct correct user to correct server. In addition, cookies are required for some of the commands on the website. Cookies are further used for analysis of visitors to the web pages and for anonymous demographic profiling to facilitate improvements of Droshi's services. Droshi might use so called web beacons (or "pixel tags") on some web pages. They are not used to identify individual users. Web beacons are normally graphic images on a web page, and used for counting of visitors on a web page and/or to get access to some cookies. The information is used for purposes of improving Droshi's services. Web beacons are normally not collecting any other information than what a web reader would provide as a standard setting at any kind of Internet communication.

Anyone can choose to not accept cookies or web beacons. This may, however, result in problems with the functionality on the web site. A web beacon, however, continues to collect information about the visits from IP addresses, but this information is not distinctive. To discontinuing receiving cookies or to receive a warning prior to cookies being stored on the computer, settings can be changed on the web reader, tablet or mobile phone.

Anyone can obtain information about what data relating to them, is being stored or processed by Droshi, and also demand that such information is erased or changed if it is incorrect or incomplete. Anyone also have the right to demand that their information is not used or processed for direct marketing. For any questions relating to personal information, please contact info@droshi.com