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## **1. General**

These terms and conditions include the terms and conditions for the use of Lymed Oy's products and services, as well as the terms and conditions for ordering and delivering products.

Lymed.fi and all its websites are Lymed Oy's (FI0935988-8) marketplaces. These terms and conditions apply in the commercial relationship between Lymed Oy and its customers. The terms and conditions defined by Lymed also apply to the services and products provided or brokered by Lymed Oy. Lymed Oy has the right to update these terms and conditions without prior notice. Orders are subject to the terms and conditions in force at the time of ordering, which are available on Lymed Oy's website.

When purchasing products from Lymed Oy's marketplaces, the user, i.e. the customer, accepts the terms and undertakes to comply with these terms. We reserve the right to change the range of goods and services offered and the prices. Product availability may vary.

Lymed Oy has the right to change the content of its marketplaces and these terms and conditions. The customer accepts the changes when using Lymed Oy's services. The terms and conditions in force are displayed on Lymed Oy's website. It is the customer's responsibility to review any changes to these terms and conditions and to record the terms and conditions applicable to each order they place.

## **2. Ordering and entering a contract**

The trade relationship complies with the applicable Finnish and EU legislation regarding consumer trade, marketing and advertising. The sales agreement between corporate customers and Lymed Oy primarily complies with these terms and conditions and in other respects with the Finnish Commercial Code.

The customer is obliged to provide his complete contact information when placing an order, which contains at least the following information from the consumer customer or end user:

- the name,
- address and
- a telephone number,
- Email address as well
- possibly date of birth or other identifying information that allows the customer to be identified from another customer.

The information required from business customers is

- Name of the contact,
- telephone number and e-mail and
- Business ID,
- mailing address,
- telephone number or numbers
- and, if applicable, the billing address.

## **When is the order created?**

A binding order from the customer is created when the customer has sent their order. The customer is advised to carefully check the contents of their order before sending the order.

Lymed Oy has the right not to accept the order for a justified reason. As a rule, Lymed Oy does not deliver products abroad directly to the consumer, but through our international distributors.

You must be at least 18 years old to shop in Lymed Oy's online store. Orders within Finland are in euros and include 24% VAT (or 14% depending on the product group).

This is how you place an order:

- **By e-mail** [info@ymed.fi](mailto:info@ymed.fi)
- **Online store** [kauppa.lymed.fi](https://kauppa.lymed.fi)
- **By phone** +358 20 7792233
- **Lymed Store** in person
- **By post** Pyhäjärvenkatu 5 A, 33200 Tampere Finland

## **Binding nature of the contract**

By submitting the order, a binding contract is created between the customer and Lymed Oy. Submitting an order is considered a mutually binding agreement and cannot be changed unilaterally by either party. Both parties have undertaken to comply in all respects with the terms of the order and the agreement in force at the time of the agreement. After submitting an order, the customer is deemed to have accepted the order and contract terms, product features, valid offers, and estimated delivery times, and to understand the content, for example that the actual colour of the product may differ from the sample colours. Lymed Oy has agreed to deliver the product in accordance with the valid prices, features and contract terms.

Delivery time estimates are based on Lymed Oy's own production time estimates. Production times are estimates that may vary due to order volumes as well as seasonal variations. Lymed Oy reserves the right to change time estimates. The delivery method is selected when ordering.

Lymed Oy cannot be held responsible for delays due to unforeseeable circumstances or force majeure conditions. Lymed Oy reserves the right to restrict the sale of products in exceptionally large quantities.

### **3. Customer Data**

Customer information is stored in Lymed Oy's customer register. The information is used to maintain the customer relationship. Read more about the information and the use of the information in Lymed Oy's privacy statement.

Lymed Oy's websites use cookies to further develop the website's user-friendliness. The purpose of cookies on Lymed Oy's websites is to facilitate, improve and speed up the user experience. A cookie is a small text file that Lymed Oy's web server stores on the user's hard drive.

Cookies may be required for certain content on Lymed Oy's website. The user's web browser is likely to accept cookies with predefined default settings, but the user can also block the use of cookies in the browser settings or delete cookies from the browser when using the service. For more information on browser-specific instructions, see the browser manufacturer's instructions.

### **4. Products**

We do our best to ensure that our product range is always up to date and all Lymed Oy information and materials are presented correctly. We reserve the right to change our product range as a result of product development. The product images maintained by Lymed Oy are for indicative purposes only, and actual products may differ slightly from the images. We make every reasonable effort to realistically present the properties of our products, including the composition and colours. However, we cannot guarantee the device being used displays the colours accurately.

## **5. Prices**

Prices are checked at the time of order processing. If the price of the product changes during production, we will charge them at the original price. Price changes take effect at the stated time and are applied to orders submitted thereafter. Delivery costs are charged separately.

Lymed Oy charges a processing fee for every order. Current prices can be found in our price list.

## **6. Payment Options**

### **Our store in Tampere**

The customer can pay the product when ordering or when picking up the finished product in our store. Our store accepts a wide selection of debit and credit cards, a Lymed Oy gift card or an invoice. Lymed Oy reserves the right to request an advance payment from the customer before the ordered product is manufactured.

Our payment terminal accepts

- Local Payments
- NFC mobile payments
- Visa, Visa Electron, Business Eurocard and Mastercard
- Google Pay, Samsung Pay, Apple Pay
- JCB, UnionPay, Diners Club

### **Shipped orders**

Completed products sent to the customer will be automatically charged with an invoice. We have transferred our invoicing and payment collection of our receivables to Visma Financial Solutions Oy.

In inquiries concerning Lymed Oy's (y: 0935988-8) services or products, please contact Lymed Oy's customer service by e-mail [info@lymed.fi](mailto:info@lymed.fi) or tel. +358 20 779 2233.

In matters related to payment, please contact Visma Financial Solutions Oy's by e-mail [fsf.asiakaspalvelu@visma.com](mailto:fsf.asiakaspalvelu@visma.com) or tel. +358 2 4808 8020.

Please indicate your name and invoice number when contacting either Lymed or Visma.

## **Payment methods in our online store**

Paytrail is a Finnish payment service that offers payment methods to merchants online, mobile and in-store. Paytrail is part of Nets/Nexi Group.

Paytrail forwards the payment to the online merchant and may therefore appear as a recipient. You can find the contact information for the online store in the order confirmation. If necessary, Paytrail customer service will assist in the payment. Please inform customer service of the amount and date of the payment.

- Payment buttons for all Finnish banks
- Visa, Visa Electron, Business Eurocard and Mastercard
- Pivo, Transfer and MobilePay mobile payment methods
- OP Invoice (a commodity-linked one-off loan that allows a consumer to pay for online purchases in instalments. The financing is granted by OP Corporate Bank Plc, which checks the consumer's credit information before granting the financing)
- Jousto (Always an interest-free payment period of 14 days. Jousto can also be used to pay in instalments with a repayment period of up to 1-12 months.)

Problems with payments in our online store? Contact Paytrail customer service, which will help 24/7 [maksutiedustelut@paytrail.com](mailto:maksutiedustelut@paytrail.com) or 0207181830.

## **7. Manufacturing and shipping of products**

Lymed Oy manufactures pressure and compression garments, which are considered medical devices and well-being products. Our products are made for purposes specified in our product catalogue and website.

Lymed Oy does not manufacture loose products or products without pressure.

Production times are estimates, which can vary according to order volumes or seasonal changes.

### **Production time for standard-size Lymed products**

The production time for standard-size products is usually 3-8 working days (approximately 1-2 weeks).

## **Stock products**

The standard-size products stocked in our warehouse have a shorter order processing time. Stock items will be handled within 1-2 business days of receipt of the order, after which the products will be delivered to the customer according to the chosen delivery method (see section “delivery time”). In case a product is out of stock at the moment, the production time for Lymed products is usually 3-8 days. For non-Lymed products (such as Solidea), restocking products may take several weeks. Further information from Lymed customer services. We reserve the right to price changes.

Lymed Oy is not obliged to reserve other products in the same order to the customer if the availability of one product is poor or its delivery is delayed for reasons beyond Lymed Oy's control.

## **Production time for custom-made products and standard-size products with changes**

The production time for custom-made products and standard-size products with changes is usually 10-15 working days (approximately 2-4 weeks) from receiving the order at Lymed.

Some product solutions are more challenging than others and take more time to manufacture. Production times are estimates that may vary due to order volumes as well as seasonal variations.

After manufacturing, the products are delivered to the customer according to the chosen delivery method (see section “delivery time”).

## **Special products**

Special products include products, which require extra measurements, hand-drawn patterns, exceptional working methods, and additions beyond the scope of our normal range. We also make highly unique products, which do not have precedents and require specialist product development.

Special products will be priced separately, and additional hourly rates may be applied.

Most special products will be produced within the regular custom-made products timeline. Express manufacturing time will be maximum 5 working days.

Holiday periods may affect the timeline for highly specialized products. Lymed reserves the right to define a special product.

## **Express manufacturing**

In special cases, Lymed Oy's products can also be ordered as express manufacturing at an additional charge. In this case, the product is usually manufactured for the following day, considering Lymed's production capacity. Manufactured products can be picked up from Lymed Oy's store at the agreed time or they are shipped to the customer. Special products have their own express manufacturing timeline (see "Special products").

For express manufactured products, we recommend using certain delivery methods (see Order form 1). Lymed Oy cannot be held responsible for delays due to unforeseeable circumstances or force majeure conditions.

## **Delivery time**

*Delivery time is the time it takes to transport a finished product or package to its recipient.*

We offer a wide range of products and strive for the fastest deliveries possible. Lymed Oy offers several options for transportation. The products of an individual order can be delivered in several shipments, if necessary.

We always deliver the products to the address specified in the order. The package is generally received within 2–7 working days (1–1.5 weeks) from the date of shipment, depending on the delivery method chosen by the customer. Delivery times are indicative and may vary. Lymed Oy cannot be held responsible for delays due to unforeseeable circumstances or force majeure conditions. Lymed is not responsible for shipping or delivery times or service changes for carrier services.

The delivery method is always selected when ordering. In addition to the customer's address information, a telephone number is always required as well as an e-mail address. Descriptions of delivery options have been obtained from the transport company websites. Lymed Oy's pricing for delivery methods can be found on our order forms, website and online store. Certain customer contracts may have different delivery methods and prices, which will be adhered to.

Products in stock will be delivered to the recipient immediately and products, which are unavailable or need to be manufactured will be transferred to a new back order. Any reference information is automatically transferred to the new order. The staff will change the delivery costs to match the content of the order and contact the customer if necessary.



### **Unclaimed products**

Unclaimed products from Lymed store will be held for 14 working days after which they will be shipped to the customer and charged accordingly. The delivery method will be chosen by Lymed Oy.

### **Responsibility for transport**

Lymed Oy is liable if the product is damaged or lost during transport from Lymed Oy to the customer. The customer is responsible if the product is damaged or lost during transport from the customer to Lymed Oy.

If the customer refuses to accept the product, this is considered a breach of contract on the part of the customer. In these cases, we charge EUR 19.90 for deliveries that have not been cancelled or collected, which corresponds to the actual cost of delivery and other costs (Consumer Protection Act 6:14). For custom-made product orders and standard-size products with changes, we also charge the price of the product as is. Read more in the section "Cancellation policy".

During transport, it is possible that the package may be damaged. At the time of receiving the product, the customer must check the condition of the package. If the customer detects external damage to the package, the customer must check the product itself for any resultant damage. If the product itself is damaged, contact Lymed Oy's customer service.

## **8. Warranty and Complaints**

### **Warranty**

Lymed Oy will assist customers in all warranty matters if necessary. Lymed Oy is liable for the products' statutory liability for defects when the product warranty has expired, or the warranty has not been granted. The warranty is determined by the warranty conditions specified by the manufacturer of the product purchased. Customers are obliged to read the operating instructions supplied with the product before using the product.

- Lymed products have a four (4) month warranty. The warranty covers defects in material and workmanship.
- Lymed products have a six (6) month pressure guarantee.

In case of defects during the warranty period, and the product has been used in accordance with the warranty conditions, we will be happy to repair the product. Warranty repairs are always made in accordance with Lymed Oy's warranty conditions. For further information and instructions, please contact Lymed Oy's customer service or contact the Lymed retailer the product was purchased from.

### **Terms of Warranty**

Lymed Oy's liability is limited only to defects that occur in normal use when the product is used correctly in the conditions of use considered normal. The warranty does not cover damage due to improper handling. Defects in the product are not covered by the warranty if they have occurred during the transport or transfer of the product. The warranty does not cover defects resulting from incorrect, incomplete, or negligent storage, repair, or alteration of the product. Furthermore, the warranty does not cover defects caused by concurrent use of damaged or unsuitable other products with products purchased from Lymed Oy, accidents or normal wear and tear.

Minor defects that are not relevant to the operation of the product are not covered by the warranty. The warranty does not extend to defects, the cause of which is difficult to determine due to incorrect or incomplete explanations provided by the customer describing the occurrence of the defect.

Opening, repairing, or modifying the products elsewhere than Lymed Oy, will cause the warranty to terminate immediately.

Removing the product label (or wash label) will also terminate the warranty.

Warranty repair does not extend the original warranty period of the product. The warranty only applies to the features and parts of the product at the time of purchase. Any part or feature of the product that is removed will terminate the warranty upon removal.

The warranty is limited to the repair of defects found in the product during the warranty period and therefore does not cover any indirect or consequential damages to the customer. The warranty does not cover problems due to incompatibilities between different products or products from other manufacturers.

### **Product complaints**

Lymed Oy is prepared for the possibility that things do not always go as planned. Any defects or solutions differing from the placed order should be notified immediately to Lymed customer services or the retailer the product was purchased from. Online store purchases have a 14 day returns and exchanges policy, given that the product is unused, in its original packaging and the package seal is intact. Further information and instructions can be found on our website at [www.lymed.fi](http://www.lymed.fi).

Lymed customer services are happy to help with any query by e-mail [info@lymed.fi](mailto:info@lymed.fi) or by phone +358 20 779 2233.

The customer is obliged to present proof of purchase, receipt or other proof of the place and time of purchase in connection with the return or when claiming a defect in the goods. Complaints will only be processed in writing. A complaint can be submitted in writing either by e-mail to [info@lymed.fi](mailto:info@lymed.fi) or by letter to our postal address.

Complaints personnel work directly under the management team. If necessary, the staff consults with the management in handling the complaint sent by the customer. Store staff do not handle complaints.

Settlement of Disputes and Jurisdiction: The Consumer Customer has the right to submit disputes arising from this agreement to the Consumer Disputes Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)). Before taking the matter to the Consumer Disputes Board, the consumer must contact the Consumer Advice of the Local Register Office ([www.kuluttajaneuvonta.fi](http://www.kuluttajaneuvonta.fi)). The customer may file an action against Lymed Oy for disputes arising from the contractual relationship, either in the district court of Lymed Oy's domicile or in the district court of the place in Finland in whose jurisdiction they reside. If the Customer is not domiciled in Finland, disputes will be handled in the district court of Lymed Oy's domicile.

Attorney's fees are not reimbursed, as the Consumer Advice and the Consumer Disputes Board aid in resolving disputes free of charge.

## **9. Returns and Exchanges**

### **Lymed custom-made products and standard-size products with changes**

Lymed custom-made products and standard-size products with changes cannot be returned or exchanged.

The right of return does not apply to products that are manufactured or modified according to the customer's wishes (for example, custom-made products or ordering a standard-size product in a colour other than the stock colour).

In accordance with the Consumer Protection Act, service products do not have the right of withdrawal if the service has been performed in full or after the customer has given consent to start and if the absence of the right of withdrawal has been declared in advance.

This applies, for example (but not exclusively), to situations where the customer passes away during manufacturing process, or changes or cancellations are requested after the order has been submitted.

### **Lymed standard-size products and other retailed products**

Lymed Oy grants a 14-day returns policy to products that have been purchased directly from Lymed Oy or our online store **provided that the products are unused, in the original packaging and the package seal is intact.**

**Lymed products or other products retailed by Lymed cannot be returned or exchanged after opening the sealed package due to health and hygiene reasons.** Returns and exchanges are dictated by the Consumer Protection Act Chapter 6 §16. Products that have been fitted cannot be returned or exchanged.

The customer is encouraged to take care of the product and the accessories, instructions and product packaging until the customer has decided to keep the product.

### How to exchange or return a product?

Customers are required to contact Lymed customer services before any exchange or return. Lymed Oy is responsible for postal fees of returns in complaint cases when the instructions have been followed. In all other cases, the postal fees are incurred by the customer.

- Contact Lymed Oy's customer service on +358 20 779 2233 or by e-mail [info@lymed.fi](mailto:info@lymed.fi) to inform the intention to exchange or return a product.
- Inform the reason to return or exchange the product. New delivery costs will not be charged for the delivery of the new product (exchange). Original postage will not be refunded when returning a defect-free product.
- Pack the product carefully so that it is not damaged on the way. NOTE! Pack the product in the original packaging.
- Lymed will not accept parcels that are not delivered to our address or parcels sent by cash on delivery.
- Include an order confirmation or other identifying information in the package so that we can associate the package with that specific order. Leave the package at the post office.
- The return address is Lymed Oy, Returns, Pyhäjärvenkatu 5 A, 33200 Tampere.
- Keep the shipment receipt until Lymed customer services have confirmed receipt of the return.

Always return the product in its original packaging. The packaging is product-specific and contains pictures / texts / instructions explaining the operation of the product and protects sensitive products. Original packaging does not mean transport packaging, which is not product-specific and whose sole function is to protect the product during transport.

## **10. Product repairs and modifications**

Lymed Oy offers repair services for its products. Repairs are always made in accordance with Lymed Oy's terms and conditions.

As a rule, Lymed Oy does not make any repairs other than those specified in the price list, and no repairs are made to products other than Lymed Oy's products. Exceptions will be assessed on a case-by-case basis. If in doubt as to whether the repair is covered by the warranty, please contact Lymed or your Lymed retailer for return instructions.

### *Right of refusal to repairs or modifications*

Lymed reserves the right not to make repairs if the safe use of the product is compromised, the original use changes or the cost of the repair exceeds the price of the new product. Lymed may also refuse to repair if the product to be repaired is exceptionally worn and the repair does not improve the quality of use of the product, or in cases where the product has been anyhow repaired or modified elsewhere than Lymed Oy.

### *Assessment of repairs and modifications*

Each repair or modification request is assessed on a case-by-case basis to determine the feasibility and prices. An indicative price list can be found on our website. The cost estimates are non-binding and indicative only. For further advice or a more detailed cost estimate regarding a particular repair or modification, please contact Lymed customer services by e-mail [info@lymed.fi](mailto:info@lymed.fi) or by phone +358 20 779 2233 before delivering a product to Lymed.

### *Possible modifications to the original product*

Repairing or modifying products may result in features that differ from the original model, such as extra seams.

Any inconvenience caused by the changes is the responsibility of the person ordering the repair.

### **General conditions for repairs and modifications**

- Repairs will only be made to custom-made and standard-sized Lymed products
- Modifications will only be made to custom-made products
- Repairs and modifications will not be made to products by other manufacturers
- Repairs and modifications will not be made to products that have been modified or repaired by anyone other than Lymed (for example products darned by the customer)
- Products must be washed (washing machine, turned inside out) and fully dry before delivering to Lymed
- Products must not be delivered to Lymed if there is a possibility for contamination such as MRSA

### **Chargeable repairs and modifications**

- Lymed will repair or modify products that are no older than 12 months from the production date.
- Modifications to measurements or pressure/compression level will not be made for productions older than 6 months from the production date.
  - » Whole product pressure/compression level change can only be made for sleeves, legs and socks.
    - \* Desired modification must be informed as a pressure/compression level. We will not made modifications according to desired centimetres.
  - » Measurement changes can be made to differences of 0,5 cm at minimum.
  - » Product enlargements can only be made to Sense-products.
- Lymed will not combine two products into one as a modification.
- Lymed will charge a washing fee for used products before any repair or modification, even if the product has been washed.
- Delivery charges are incurred by the sender.

### **Warranty repairs**

- Lymed will not charge delivery charges.
- Products without product label (wash label) will not be repaired under warranty (please see chargeable repairs)

### **How to send a product for repair?**

1. Always contact Lymed Oy's customer service first or, if you have purchased our product from another retailer, please contact them. Check that the terms and conditions are met.
2. Fill in the repair and modification form available on our website ([www.lymed.fi/aineistopankki](http://www.lymed.fi/aineistopankki)). If the form is sent by e-mail ([info@lymed.fi](mailto:info@lymed.fi)) prior to the product, please ensure that the product package contains an identifier to connect the product to the form. The healthcare provider or therapist may add measurements, images or drawings to the form. The product must be identifiable from the product label (wash label).
3. The requested repair should be marked on the product (chalk, tape) unless clearly visible. The repair need should also be mentioned on the form. Lymed will contact the sender prior to starting the repair if a cost estimate is requested on the form.
4. Products can be delivered to Lymed by post by whichever method preferred (tracking code service recommended) or another method agreed with Lymed. The shipping costs of the product are the responsibility of the sender (please see the rules on how to send). A receipt is recommended in case the shipment needs to be tracked.

### **Return of products to the customer**

Repairs are generally made within five business days of the product arriving at Lymed. If our production is busy, it may potentially affect the repair time.

Finished repairs will be sent back to the address mentioned on the form and the delivery method selected, unless otherwise agreed with Lymed. Repaired products may also be collected from the Lymed store in Tampere (select "Nouto" on the form).



## **11. Responsibilities**

### **Product selection responsibility**

For help selecting the correct product, please consult the end-user's healthcare provider. It is extremely important to ensure that the product is fit for purpose prior to ordering as incompatibility issues are the responsibility of the end-user or ordering party. Lymed Oy cannot be held responsible for possible compatibility problems between existing pressure or compression products.

Lymed Oy is not liable for any direct or indirect loss, damage or loss of income caused by the product and/or service. Lymed Oy's liability is always limited to the content of these terms and conditions. Liability for product defects is limited to the possible return of the purchase price less the operating benefit.

### **Liability for damages**

Lymed Oy is not liable for damage caused by force majeure. Force majeure is an unforeseen circumstance or change in circumstances that is beyond Lymed Oy's control. Lymed Oy is obliged to notify the customer of the force majeure without delay.

Lymed Oy is not liable for direct or indirect damages caused to the customer in connection with the purchase or use of Lymed Oy's products from all its marketplaces or because Lymed Oy or its marketplaces are not available.

Lymed Oy does not guarantee the continuous error-free and complete operation of the online store and e-mails. Lymed Oy reserves the right to errors, inaccuracies or events that may have occurred while updating or downloading the online store.

## **12. Additional Terms for Business Customers**

Lymed Oy is not liable for any direct or indirect loss, damage or loss of income caused by the product and/or service. Lymed Oy's liability is always limited to the content of these terms and conditions. Liability for product defects is limited to the possible return of the purchase price less the operating benefit.

The warranty period for products purchased for business use is determined in accordance with the manufacturer's warranty conditions, and the expiration of the warranty period terminates Lymed Oy's liability. Physical opening of the product from the sales package terminates the warranty and Lymed Oy's liability, unless otherwise stated by the manufacturer.

Lymed Oy is not obliged to fulfil the contract if it encounters a force majeure that it cannot reasonably overcome. Lymed Oy is not obligated to compensate the customer for damage or costs caused to the customer in the event of force majeure and is entitled to terminate the agreement.

By submitting an order and/or a request for quotation, the customer unequivocally accepts Lymed Oy's terms and conditions. Any contract terms used by the customer will not be complied with if they conflict with Lymed Oy's contract terms.

## **13. Intellectual Property Rights**

Lymed Oy's online store, website and marketing materials and the material contained therein are the intellectual property rights of Lymed Oy and any third parties. Lymed Oy's online store, website and marketing materials and the unauthorized copying and distribution of the material contained therein (including the sale of the material or the preparation of derivative works) is prohibited.

All rights to the content of Lymed Oy's marketplaces belong to Lymed Oy and/or its partners. Copying or using the content, technology, or materials of the Service without the permission of the Service Provider is prohibited for purposes other than the Customer's own personal private use.

Lymed Oy (FI 0935988-8)  
Pyhäjärvenkatu 5 A, 33200 Tampere Finland  
contact: info@lymed.fi  
+358 20 779 2233