

Againer 15 Days Test Agreement

SIA "Skippi", Reg.no.: 42403025086, address: 49-4 Ezermalas street, Riga, LV1014, LATVIA, the owner of the website www.againer-ski.com, hereafter Manufacturer on one hand

and

the person who has completed all the steps listed in paragraph no.2 of this Agreement, hereafter Customer, on the other hand, both together referred to as Parties, activate this Agreement, hereafter Agreement, on the following:

1. Agreement Activation & Duration:

1.1. The Parties agree that this Agreement comes in to force as soon as the Customer has completed all the steps listed in paragraph no.2 of this Agreement, and that this Agreement ceases as soon as Parties have fulfilled their obligations of this Agreement.

2. Customer's Steps for Receiving 15 days Againer test set:

2.1. Read this Agreement on www.againer-ski.com.

2.2. Fill in the billing details - delivery address, cell phone, email data on www.againer-ski.com.

2.3. Purchase the *Againer 15 days test* on www.againer-ski.com via PayPal.

2.4. Send a document copy that proves Customer's identity to the email address info@againer-ski.com. These document copies will be accepted by Manufacturer - passport, driver's license, ID card or any other document that contains Customer's name, surname, identification number, photography and is issued by state authorities.

3. Manufacturer's Obligations:

3.1. As soon as Customer has completed all the steps listed in the paragraph no. 2. of this Agreement, Manufacturer undertakes to deliver to Customer's address the Againer 15 days test set described on www.againer-ski.com and in the table A of this Agreement within the delivery time listed in the table B of this Agreement.


table A					
Againer 15 days test set					
NO.	ELEMENT	ELEMENT VALUE (EUR), incl. VAT 21%	PCS.	SUB TOTAL VALUE (EUR), incl. VAT 21%	
1.	AGAINER brace	320,00	2	640,00	
2.	Boot connector	35	2	70	
3.	Pressure pump	50	1	50	
4.	Bag	29	1	29	
5.	Tools	1,5	4	6	
6.	Screws	0,5	8	4	
7.	Rubber pads	-	4	-	
TOTAL VALUE, including VAT 21% (EUR)				799,00	

table B	
Againer Worldwide Delivery Time with TNT & DPD Courier Agencies	
COUNTRY	DELIVERY TIME
Finland, Poland, Baltic States	(3-4 business days)*
Germany, Sweden, Norway, Czech Republic, Slovakia, Luxembourg, Hungary	(4-5 business days)*
UK, France, Spain, Austria, Italy, Netherlands, Belgium, Ireland, Denmark, Slovenia, Croatia, Romania	(5-6 business days)*
Portugal, Bulgaria	(6-8 business days)*
USA, Canada, Japan, Russia	(6-8 calendar days)*
Delivery to any other country not listed in this table	(Max. 10 calendar days)*
* The day when Customer has purchased the Againer 15 days test is considered the day 0 (zero)	

3.2. If Manufacturer is not able to fulfill his obligations listed in paragraph 3.1. of this Agreement, Manufacturer undertakes to refund the Againer 15 days test fee in full amount to Customer in no later than 3 business days after the Customer has completed all the steps listed in paragraph no. 2. of this Agreement.

3.3. Manufacturer undertakes to confirm with the Customer in advance the return shipment pickup time of the Againer 15 days test set.

3.4. Manufacturer undertakes to deliver a return shipment address label within the packaging of the Againer 15 days test set.

3.5. If, due to workmanship defect, any technical failure has occurred to the Againer 15 days test set during proper use by Customer, Manufacturer undertakes to solely bare all the repair costs of the Againer 15 days test set.

3.6. Manufacturer undertakes to deliver within the Againer 15 days test set packaging a Test Discount Coupon* that guaranties to Customer a discount of 159,00 EUR for purchasing an Againer set on www.againer-ski.com (*Test Discount Coupon is valid during the current ski season).

3.7. If, after the testing, Customer will decide to purchase his Againer 15 days test set, Manufacturer will guaranty 2 year warranty for this set according to warranty terms available on www.againer-ski.com.

4. Customer's Obligations:

4.1. In 15 calendar days, but no later than 20 calendar days, after the Againer 15 days test set has been delivered to Customer's address, Customer has obligation to inform the Manufacturer to info@againer-ski.com about the time during business hours and address where the courier agency can pickup the 15 days Againer test set.

4.2. Customer has obligation to return all the elements listed in table A of this Agreement, packed in the same box in which the Againer 15 days test set was received by Customer.

4.3. Customer undertakes to be reachable on his cell phone by courier agency driver picking up the Againer 15 days test set.

4.4. Customer undertakes to attach on the packaging the return shipment address label supplied by Manufacturer before the courier agency driver arrives.

4.5. If Customer has breached the paragraph no. 4.1. of this Agreement, Customer has obligation to compensate to Manufacturer the remaining value of the Againer 15 days test set in amount of 640 EUR in no later than 5 business days by paying in full amount an invoice issued by Manufacturer.

4.6. If Customer has breached the paragraph 4.2. of this Agreement, Customer has obligation to compensate to Manufacturer the full value of the damaged or lost elements according to the values defined in table A of this Agreement in no later than 5 business days by paying in full amount a respective invoice issued by Manufacturer.

4.7. Customer undertakes to purchase the Againer 15 days test only for testing purposes and for no more than one time.

4.8. Customer undertakes to comply with paragraph no. 7 of this Agreement.

5. Customer's Rights:

5.1. Starting from the next calendar day when the Againer 15 days test set has been delivered to Customer's address, Customer has rights to use the Againer 15 days test set for 15 calendar days.

5.2. In case of unexpected events, Customer has rights to extend the period described in paragraph 5.1. of this Agreement for 5 additional calendar days by informing the Manufacturer to info@againer-ski.com.

5.3. If Manufacturer has delivered a brand new Againer 15 days test set and Customer would like to purchase this Againer 15 days test set, after Customer's request Manufacturer will issue an invoice to Customer for a discounted price EUR 640,00 and after receipt of full payment from Customer, the property rights of this Againer 15 days test set will pass to Customer.

5.4. Customer has rights to use the Test Discount Coupon* that guaranties a EUR 159,00 discount when purchasing an Againer set on www.againer-ski.com (*Test Discount Coupon is valid during the current ski season).

6. Manufacturer's Rights:

6.1. According to availability, Manufacturer has rights to deliver to Customer an Againer 15 days test set that is brand new or a used Againer 15 days test set that is in excellent technical condition.

6.2. Manufacturer has rights to refuse the purchase of the Againer 15 days test to Customer by refunding the Againer 15 days test fee in full amount to Customer in no later than 3 business days in cases listed within this paragraph:

6.2.1. If Manufacturer has identified that Customer is directly or indirectly purchasing the Againer 15 days test on regular bases in order to benefit from the unique Againer 15 days test offering as a convenient rental solution.

6.2.2. If Manufacturer has doubts about the Customer's ability to fulfill his obligations of this Agreement.

6.3. If Customer has breached the paragraphs 4.5. or 4.6. of this Agreement, Manufacturer has rights to initiate court proceedings against the Customer to recover amounts resulting from Customer's nonfulfillment of obligations of paragraphs 4.5. or 4.6. of this Agreement and in such event Manufactured has right to add on top of the main claim all Manufacturer's losses and litigation expenses resulting from such event.

7. Principles of Safe Use and Disclaimer:

7.1. Principles of safe use:

7.1.1. While wearing the Againer 15 days test set, Customer must always be aware that the Againer 15 days test set may limit Customer's freedom of movement to some extent.

7.1.2. Customer must get used to the Againer 15 days test set before skiing any challenging terrain.

7.1.3. Customer must always choose a support level of the Againer 15 days test set that does not limit his ability to control his skis.

7.1.4. Before every use, Customer must make sure that his Againer 15 days test set is in perfect technical condition - parts are not damaged, all screws and mounts are tight, gas spring on / off switch is working.

7.2. Disclaimer - Customer is using the Againer 15 days test set on his own risk and Manufacturer will not be liable for any human injury, damage to property, or losses incurred because of use or failure of the Againer 15 days test set. The Againer 15 days test set is designed exclusively for recreational alpine skiing and not for racing or extreme alpine skiing. Alpine skiing, as action sport, is intrinsically hazardous and can result in serious injury or even death. The Againer 15 days test set is not a protection equipment and will not protect Customer in case of fall, collision, impact, loss of control or due to other reasons. Customer must always adopt maximal protection during alpine skiing. Customer must be suitably aware of what he is doing, his own limitations, and the equipment he is using. Customer must acknowledge all the risks involved, and decide whether such risks should be taken or not. The Againer 15 days test set is designed to increases the performance of Customer's leg muscles, reduces pressure on Customer's knees & back and to provide powerful skiing as long as Customer wants, however manufacturer can't guaranty the extent to which the Customer will benefit from the use of the Againer 15 days test set.