Terms & Conditions

for the Order and Purchase of SproutWorld Products

INTELLECTUAL PROPERTY AND RESELLING

SproutWorld is a globally protected trademark[™]. Design, as well as technology, are patented or patent-pending worldwide.

To protect our patent and trademark, SproutWorld is selling our products, the SproutWorld Pencil and The Sprout Spoon, exclusive on Amazon and Alibaba. Therefore, we do not allow others to sell any SproutWorld products on Amazon/ Alibaba.

In addition to protect patent and trademark, SproutWorld products must not be listed on online market places such as Ebay, Etsy etc

Distributors buying SproutWorld products are obligated to

inform third-party buyers of the conditions regarding selling on Amazon/ Alibaba and other online market places. Is this not complied with, and should the third party buyer promote and sell any SproutWorld products on Amazon/ Alibaba, the providing distributor may be obligated to compensate the third party buyer, for any loss that might occur in connection with his withdrawal from selling on Amazon/ Alibaba.

We will act against resellers, copyists, and violators of our trademark and patent.

PAYMENT

SproutWorld ApS accepts payment by bank transfer or by credit card via link on the proforma invoice.

All customers outside Denmark will be invoiced in EURO.

Terms of payment: Prepayment

Orders will go into production once artwork & order confirmation are confirmed, and pre-payment is received according proforma invoice.

Bank details are: Jyske Bank, Oestergade 2, 4700 Naestved, Denmark

Reg. no.: 7411

Account no.: 1010836

DKK: IBAN no.: DK5274110001010836 **EUR: IBAN no.:** DK2374110001011164

BIC/SWIFT: JYBADKKK

VAT & CUSTOMS DUTIES

All our prices are without VAT and duties. Prices will be calculated without VAT for all customers outside Denmark with a valid EU VAT number. For Danish customers, we will add 25% VAT to the invoice and for Polish customers we will add 23% VAT to the Invoice.

Companies located in the EU without a valid EU VAT number will be charged 23% VAT according to EU VAT rules and regulations.

Duties and taxes in connection with deliveries outside of Europe are to be paid by importer/receiver.

ORDER CONFIRMATION

SproutWorld sends an order confirmation which must be approved by the buyer before production is started.

When approving order confirmation, buyers also accepts SproutWorld's terms and conditions.

RIGHT OF CANCELLATION

As SproutWorld ApS handles customized products, the order can only be canceled up until approval of artwork and order confirmation. Once the buyer has approved the artwork proofs and order confirmation, the order can no longer be cancelled.

A cancellation should be sent by e-mail to b2b@sproutworld.com and must be confirmed by SproutWorld. Your message must clearly state that you would like to exercise your right to cancel with your order number.

DELIVERY EU

SproutWorld ApS delivers on all working days. We will do our very best to make sure that you receive your order within 3-4 weeks from layout approval. All orders are shipped using UPS. Buyer can also arrange pick up from our production site in Poland.

INTERNATIONAL DELIVERIES (outside EU)

SproutWorld ApS deliver on all working days. We will do our very best to make sure that you receive your order within 4-5 weeks from layout approval. Longer delivery times may apply due to customs. All orders are shipped by courier (mainly UPS). Customers can also arrange pick up from Denmark.

Due to seed regulations, the following must be taken into consideration before placing an order:

- Does your destination require a plant certificate?
 (cost 80 EUR) SproutWorld ApS will order this and ship it with the order for customs clearance.
- Does your destination have any specific regulations regarding seeds? Currently, we're not able to export sunflowers, cherry tomato, and spruce tree seeds outside the EU. Some destinations might have even more strict regulations.
- Does your destination require an import permit?
 This is the importer's responsibility to achieve such.

Sprout Europe ApS can be helpful with limited information about the above-mentioned points.

For more information, please contact <u>b2borders@sproutworld.com</u>

WARRANTY/RETURN/REFUND

Return is not possible for customized products. If products are damaged during transport, please contact us immediately so we can find a suitable solution.

Our warranty applies to all material and/or manufacturing defects. The warranty does not apply to defects or damage caused by improper use of a product.

If a refund has been agreed, we need your bank details (IBAN & SWIFT) with confirmation from your bank, to transfer the agreed amount.

PERSONAL DATA

SproutWorld ApS stores details of customers in our CRM system. The servers are behind a stateful firewall and monitored by an IDS. Sprout Europe ApS has access to the information we have on record about costumers. Information given to SproutWorld ApS is

never passed on or sold to any third parties nor do we record any sensitive information. The e-mail address will not be disclosed to third parties.

DISCLAIMER

SproutWorld pencils and color pencils are made of natural materials. They are made of sustainable wood with clay and a graphite core. The seed capsule, which contains quality non-GMO seeds, is water-soluble to enable the easy planting of the pencils after they have been used – without harming humans, animals, and the environment. Fresh herbs, crunchy vegetables or beautiful flowers sprout from the pencils. Although the capsule is not toxic, we do not recommend eating it. We don't recommend

SproutWorld pencils to children below 3 years of age.

SproutWorld pencil is EN71-3 certified.

SproutWorld take no responsibility for the pencils and color pencils with improper use, i.e., when used other than for drawing on paper.

THANK YOU FOR BEING A FRIEND OF SPROUTWORLD

We appreciate your business and hope that you like your sprouting products. It means a lot to us. We would appreciate

any feedback you may have. You are very welcome to contact SproutWorld at info@sproutworld.com