

General Terms and Conditions (GTC)

Antola Jaana, (Jaana Antola) having its company headquarters at 19, rue Hamesfeld – L-5450 Stadtbredimus – Luxembourg, phone number +352 621 219633 and commercial registration at Luxembourg A39712, designs, creates and sells items around Europe. In addition to selling its products through its distribution network, also sells items on its website www.jaanaantola.com.

The offer and the sale of items on the Antola Jaana Webshop, to the customers (users) are subject to the General Terms and Conditions as outlined below, which describe the conditions for orders, payment, delivery and returns.

For further questions, customers may contact Jaana Antola customer service department by clicking on the “Contact ” link.

Customers may also contact Jaana Antola at any time by email at antola@pt.lu or by phone at +352 621 219633

For all other legal information, please refer to the Returns and Privacy Policy sections.

Article 1. COMMERCIAL POLICY

Jaana Antola operates its own e-commerce business and sells items exclusively to final consumers through its Webshop.

The term “consumers” refers to private, competent individuals of legal age who are not under guardianship or curatorship and whose purchases are not being made for business or professional reasons.

In accordance with this stated commercial policy, Jaana Antola reserves the right to cancel any orders from individuals who do not meet the definition of consumer as described above or orders that do not comply with this commercial policy.

These General Conditions of Sale apply only to the offer, confirmation of orders and payment, delivery and return of items ordered by customers from Jaana Antola Webshop.

By choosing to purchase items from the Jaana Antola Webshop, customers expressly and irrevocably accept the terms of these General Terms and Conditions.

These General Terms and Conditions take precedence over any other general conditions that have not been expressly approved by Jaana Antola.

Jaana Antola reserves the right to modify these General Terms and Conditions. The applicable conditions shall be those in effect at the date the customer places the order.

Article 2. TYPES OF PRODUCTS SOLD

The items available for purchase are those shown on the Jaana Antola webshop.

Each item has a description written by Jaana Antola which customers can access by simply clicking on the item.

While every effort has been made to ensure the item photos and descriptions are as accurate as possible, they may not be identical to the image, particularly in terms of colors.

Customers shall not be entitled to compensation and Jaana Antola shall in no way be held responsible for any differences or errors found, particularly technical or typographical errors.

Article 3. PLACING ORDERS

3.1 The online ordering platform is available in German.

3.2 To order one or more items from the E-Boutique, customers must: (a) Fill out the customer e-form with the required personal information. (b) Confirm their order after verifying the order and correcting any errors. (d) Pay the order online with the payment tools provided by the webshop.

3.3 By confirming their order, customers accept these General Terms and Conditions, including the Privacy Policy, and confirm they understand them and waive any right to invoke any other conditions.

All information provided by the customer and the saved order confirmation shall serve as proof of the transaction. The confirmation shall be equivalent to signature and acceptance of the transaction.

Article 4. ORDER PROCESSING

Jaana Antola has created a three-step checkout process to give customers an opportunity to modify their order before final confirmation: shopping bag validation, shipping information fulfilment and order payment.

After the final confirmation, the order is considered final and returns may only be made according to the conditions outlined below.

The order form shall be stored in Jaana Antola database for the duration of order processing and in line with legal requirements.

Article 5. ORDER CONFIRMATION

If Jaana Antola is unable to ship any order within 5 working days, customers will receive a follow-up email notifying them of the expected shipping date. If the customer finds the new ship date unacceptable, they can cancel part or all of their order by replying to the email within 24 hours to tell us which item(s) they no longer want.

If the customer does not contact us, we shall assume that they accept the new shipping date. The order will be processed.

Jaana Antola recommends that customers keep a record of the confirmation email (either electronic or paper) as proof of their order.

Article 6. SELLING PRICES

Item prices are given in Euros. but do not include shipping fees.

Shipping fees as indicated in Article 10 below are to be paid by the customer and are billed in addition to the item selling prices.

Item prices are subject to change at any time. The selling price given for each item corresponds to the price shown in the Webshop at the time of order, unless a typographical error has occurred.

Article 7. FORMS OF PAYMENT AND BILLING

7.1 All purchases made on the Webshop must be paid for at the time of order.

7.2 Payment will be exclusively performed in Euros.

7.3 Jaana Antola accepts the payment via Paypal (Paypal payment or Credit card payments)The customer's credit card will be charged when their order is placed. I(a) When paying via Paypal, customers must provide their credit card number, its expiry date and the three-digit security code on the back of their card. Credit card information is secured by Paypal. (b) This information will never be used by Jaana Antola for purposes other than completing customer orders, issuing refunds for returned items or notifying the relevant authorities in the event of fraudulent transactions on the Webshop. (c) Jaana Antola reserves the right to cancel any order or shipment if payment is refused by the customer's credit card company.

7.4 Jaana Antola reserves the right to refuse delivery or fulfilment of an order placed by customers with outstanding balances on prior orders or with whom a payment dispute is pending.

7.5 Jaana Antola reserves the right to prosecute any customer using or attempting to use fraudulent forms of payment.

Article 8. SHIPPING CONDITIONS

Items are shipped to the address indicated by the customer at the time of order. Items may only be shipped within the delivery zone.

The delivery zone is selected European Countries.

Shipping is handled by carrier.

If the customer is not available at the time of delivery, a notice will be left in their mailbox informing them of the attempted delivery and asking them to pick up their package from the carrier.

Delivery is considered as completed on the date the carrier attempted to deliver the package to the shipping address indicated by the customer at the time of order.

Customers must sign a delivery confirmation slip to receive their package.

Customers should check the packaging and ensure the items are in good condition before signing the delivery slip. Any issues or damage arising from shipping, such as damaged or missing items, must be noted on the delivery slip before being signed by the customer.

The customer must send a claim letter describing the detected issue or damage by registered mail with acknowledgement of receipt to the carrier with a copy sent to Jaana Antola within fifteen (15) working days of the date of delivery of the item(s).

If a claim is not made within the 15-day limit, the item(s) delivered shall be considered as being in good condition and accepted by the customer.

No damaged or defective item may be exchanged before it is returned to and processed by Jaana Antola, in the same condition in which it was delivered by the carrier and in its original packaging.

Article 9. DELIVERY TIMES

Delivery times are estimated.

If an item cannot be shipped by Jaana Antola within the delivery times indicated at the time of order, the customer will be offered a refund for their purchase or a replacement item of the same value.

Jaana Antola shall not be held liable in the event of late delivery for any reason and customers shall not be entitled to compensation from Jaana Antolai.

Article 10. SHIPPING FEES

The shipping fees are indicated on the site and their cost for a certain order is displayed when the order is registered. They include the costs of packing, handling and delivery.

Article 11. RETURNS

Customers have fifteen (15) days from the date of delivery of their order to make a return.

Customers may return the item(s) they do not want within this time period and at their own expense. Returns will only be accepted by Jaana Antola if: (a) Prior to any return, the customer has contacted Jaana Antola about the return (b) The returned item(s) are unused, unaltered, unwashed and undamaged (c) The returned item(s) are in their original packaging (d) The returned item(s) are sent in a single package

Jaana Antola reserves the right to refuse items from a single order if returned at different times.

If the return is made according to the above mentioned conditions, Jaana Antola shall refund any amounts already charged to the customer upon receipt of the items (excluding shipping fees).

Any amounts due shall be refunded as quickly as possible and within thirty (30) working days of the date the customer notifies Jaana Antola of the return regardless of the payment way used.

If the above return conditions are not met, the customer may ask Jaana Antola to return the items to them, at the customer's own expense, in the same condition the items were returned to Jaana Antola.

Article 12. CUSTOMER SERVICE

For questions or claims, customers may contact Jaana Antola by phone at +352 621 219633 or email at iantola@pt.lu

Article 13. RIGHT OF OWNERSHIP AND TRANSFER OF RISKS

Jaana Antola RESERVES THE RIGHT OF OWNERSHIP OF THE ITEM(S) SHIPPED UNTIL FULL PAYMENT OF THE PRICE, PRINCIPAL AND INTEREST.

Merely providing a form of payment does not constitute payment.

If the customer does not fulfil their payment obligations, for any reason whatsoever, Jaana Antola shall have the right to immediately recover the item(s) shipped at the customer's expense.

The above mentioned conditions shall not waive the transfer of risks of loss or damage of the item(s) to the customer. The customer shall be liable for the risks of loss or damage from the time the product(s) leave Jaana Antola's premises.

Article 14. FORCE MAJEURE

Jaana Antola shall not be held liable for being unable to fulfil its contractual obligations due to force majeure events, such as natural catastrophes, fire, internal or external strikes, internal or external system failures or more general external unforeseen and unavoidable circumstances that prevent the proper execution of orders.

Article 15. WEBSITE USE

All content on the Jaana Antola web shop is and shall remain the exclusive intellectual property of Jaana Antola.

No individual is authorized to reproduce, exploit, redistribute or use for any reason, even partially, content from the web shop including software, visuals or sound.

The use of any hypertext link is strictly forbidden without Jaana Antola's express prior written agreement.

With regards to the online sales process, Jaana Antola merely has a best-efforts obligation to provide the service. It shall not be held liable for any damage caused by the use of the internet such as data lost, hacking, virus, disrupted service or other issues beyond its control.

Article 16. PERSONAL INFORMATION – PRIVACY POLICY

In line with the Luxembourgish law of 2 August 2002 on data protection data files and civil liberties, personal information collected about customers may be subject to automated processing.

Jaana Antola reserves the right to collect information about customers, including through the use of cookies, and to share that information with third parties within the framework of the proper functioning of its operational activities.

Customers have the right to access and modify their personal information in accordance with the Luxembourgish law of 2 August 2002.

Customers may review these conditions in full under the Privacy Policy section. For more information about personal information processing, customers may contact Jaana Antola by email at antola@pt.lu or by letter at:

Jaana Antola, Webshop 19, rue Hamesfeld , L-5450 Stadtbredimus LUXEMBOURG

In the exceptional case of unpaid or fraudulent means of payment, Jaana Antola reserves the right to communicate all necessary data to the police, competent courts and recovery organisation.

Article 17. ARCHIVING & RECORDS

Jaana Antola will archive orders and invoices using a reliable and durable system to maintain copies.

Jaana Antola electronic records shall be considered by the parties as proof of communication, orders, payments and transactions between the parties.

Article 18. APPLICABLE LAW & DISPUTE RESOLUTION

These General Terms & Conditions for the Jaana Antola Website, Webshop are subject to Luxembourgish law. In the event of a dispute, jurisdiction is assigned to the court of Luxembourg notwithstanding multiple respondents or third-party appeals.