

Terms of trade

Any purchase or use of FinnFin's products is a confirmation that the Customer has read, understood and agreed to these terms of trade.

Short summary

In short, here's what we think are the main take-aways of the following more detailed terms of trade. Still, you must read through also the detailed terms of trade to make sure there are no surprises.

- We offer **no refunds**. No exceptions. But, we are committed to working with you until you are satisfied.
- The **products will have cosmetic imperfections**, as all products are custom- and hand-built according to individual orders. These cosmetic imperfections don't qualify for a warranty or repair.
- You need to **take care of the products** and **use them correctly**. These products are designed to be light-weight and tolerate the stresses of kicking with them underwater, but not e.g. jumping into water feet first, scratching against bottom rocks or not washing off salt water after use. Similarly, you should not use a light-weight road bike for extreme mountain biking.
- We take **no liability for** extra costs, damages, injuries or even fatalities caused by **equipment failure**. In water you should always have a back-up plan for any problem scenario, including equipment failure.

Purchasing process

The purchasing process begins when the Customer pays the **deposit fee** to FinnFin Diving and provides other required background information, e.g. address. This deposit is non-refundable and will be deducted from the final purchasing price. After receiving this deposit, FinnFin will send the **cast taking kit** to Customer.

After receiving the cast taking kit, the Customer is required to **take casts** from her/his legs according to the instructions provided, and **send the casts and remaining order back** to FinnFin Diving. Customer needs to pay for the return shipment back to FinnFin Diving.

According to the date when the casts are received back at FinnFin, the Customer will be assigned a place in the **production queue**. Approximately one week before the start of the production, the Customer will receive an invoice for the **remaining payment** of the order. Also this payment is non-refundable. If this invoice is not confirmed by the planned time of production start, Customer will be assigned a new place in production queue once the remaining payment has been confirmed. Production or orders cannot be cancelled once the production has started.

Estimated production time is 30 days from the date the cast kit is received back at FinnFin to the date the final product is sent back to Customer. This is an estimate, and NOT a guarantee. There are multiple possible causes for deviation to this schedule, e.g. production back-log. We will work on your order as long as it takes to make a product that matches our quality criteria, which may even include starting again from scratch if the product fails at a late-stage quality inspection.

Warranty

The foot pocket is **guaranteed to fit to the casts provided** by Customer to FinnFin Diving. The foot is a dynamic body part and includes soft tissues, that cause variations in the foot sizes and dimensions e.g. due to temperature, hydration or swelling caused by walking or travelling. Because of these variations, FinnFin Diving will hold no liability to the perceived or actual fit of the foot pocket once applied to the foot. Note also that the foot pocket can feel tight at the toes when holding the ankle at 90-degree angle (standing position), but extending the ankle to the position where the cast was taken typically resolves this problem.

FinnFin Diving offers **one year guarantee** for the defects in craftsmanship or materials, starting from the date the final product was sent to Customer. This **warranty does NOT cover** the following cases:

- **Cosmetic imperfections** that do not influence functionality of the product. All products are custom-built for individual orders, so there will be variance in the cosmetic appearance.



- **Wear and tear** arising from regular use.
- **Improper use**, e.g. jumping into the water feet first.
- **Improper care**, e.g. not washing the product after use with fresh water and drying and it up or storing it properly.
- Damages caused by exposing the product to **harmful chemicals**, e.g. aggressive cleaning solvents.
- Damages caused by **improper assembly**, e.g. over-tightening bolts or screws.
- Damages caused by making **alterations or changes** into the product.
- Damages caused by **extended exposure** to chlorinated, salty or polluted water, extensive temperature (over 60 degrees Celcius or below 0 degrees Celcius) or sunlight.
- Other improper use or care (see user guide for more comprehensive list)

If you **suspect that the product is faulty, stop using** it immediately, and **contact FinnFin Diving** for more info. We are happy to help you solve any prospective problem.

If there is a **warranty-related quality issue**, FinnFin Diving will repair or replace the faulty parts of the product at it's discretion. Any **faulty items will need to be delivered to FinnFin**, at Customer's cost, before any replacement item can be provided. Any returns without a proper and **prior return authorization** will be refused. All parts that have been replaced under the warranty will become the property of FinnFin Diving. Any repairs or replacements under the warranty do not extend the original warranty period.

Repair or replacement is FinnFin's only responsibility under this warranty. In no case shall FinnFin Diving be liable for compensating for any inconvenience or expenses caused by the inability to use the product e.g. due to on-going warranty repair/replacement time.

Miscellaneous

FinnFin Diving offers no guarantee that the casts provided by the Customer can be used to **making multiple foot pockets**. If you expect that you might be interested in ordering multiple foot pockets, you should contact FinnFin Diving and agree on special processing steps to make the foot mold more durable.

Extra costs can be charged if extraordinary processing steps or materials are needed. All such costs will be pre-agreed with the Customer before starting the work.

FinnFin Diving reserves the **right to change or update the terms** of this contract, available **products** or their **prices** at any time without prior notification. FinnFin Diving will attempt to contact the Customer whenever feasible.

FinnFin Diving reserves the **right to change or update the products' designs, constructions** and/or **materials** at any time without prior notification. FinnFin Diving will attempt to contact the Customer if significant changes are made e.g. to product aesthetics.

Customers are **prohibited from** re-producing, licencing or **using** any **copyrighted or trademarked** elements in FinnFin offering. Also, the molds made from the casts that the customer has provided contain belong to FinnFin Diving as making them requires proprietary production steps.

FinnFin Diving reserves the **right to discontinue the service** (or any part thereof) at any time or without notice to the customer, and will hold no liability to the customer or any third party if it chooses to exercise this right.

In **no case** shall FinnFin Diving, it's owners or personnel be **liable for any damages, injuries or even fatalities** arising from the use of any of the products or services. Diving and other water-related activities are inherently dangerous and subject to various unforeseen problems, so anyone participating in such activities should always prepare an alternative back-up plan in case they encounter problems e.g. equipment failure.

Any customers that are **under the legal age** in their countries, should **have their parents or guardians read and approve** this contract before purchasing or using the products.

