Terms of purchase for private individuals at Dunke Design AB

#### 1.Terms & Conditions

The following terms and conditions apply to quotation and sales of products at Dunke Design AB (hereafter

after referred to as "us") website (www.dunkedesign.se), owned and maintained by:

Dunke Design AB

Bränneslyckevägen 152

263 76 NYHAMNSLÄGE

**SWEDEN** 

Org nr: 559003-0713

These terms and conditions are applicable where Swedish or other applicable law does not prescribe terms that are in conflict with these. For private consumers,

the Sales of Goods Act and the Distance and Doorstep Sales Act would apply, which also includes protection for us. More information about this is available

Swedish Consumer Agency websitewww.kov.se

For corporate customers, refer to our document

"General Terms of Sale to Businesses August 2020 (Dunke Design AB)"

# 2. Customer and Personal Data Policy

All information shared with us is only used to provide the greatest possible service around your buying process. All information you share with us is strictly confidential and in accordance with the new data protection regulation GDPR.

The information you share with us will not be forwarded or sold in any way or in any form. Your email address is used to send order confirmation to you and if we need to contact you. When you shop with us, you will automatically be registered for our newsletter. If you do not want to receive our newsletter, simply unsubscribe via a link in the email's footnote. Other personal information is used to provide you with the best possible help before, during and after purchase. By visiting our website and providing personal information at the time of purchase, you agree to the processing of your personal information. All visitors to the website also provide an electronic trail that may constitute personal information. We use cookies to store information about ongoing purchases. By visiting our site, you agree to this. If you do not want to allow cookies, you can avoid it by changing the settings on your browser. Personal Data Protection Officer for the processing of personal data with us is Jörgen Brorsson.

When distributing our products, necessary personal information is provided to freight forwarders in order to fulfill delivery. You as a customer always have the right to have your personal information deleted on request, please contact us. We occasionally use "third party beacons" (Google Analytics) to analyze where our visitors go and what they do while visiting our website.

#### 3. Content - Product Availability & Technical Descriptions (with Reservation for Error)

Our ambition is to always keep this website as up-to-date and accurate as possible. However, we reserve for any errors regarding product information, price changes, out of stock and similar events. We also reserve the right that some images may differ from the actual appearance of the product depending on the screen, resolution, and color settings on your computer screen. In case of a balance error, if a product has been removed or an incorrect price is shown, we reserve the right to cancel the purchase and refund any amount paid in accordance with the same method chosen at the time of purchase.

## 4. Prices

All prices are in EURO including local VAT. The prices shown are always the current ones. We reserve the right to adjust prices at any time. Neither price reduction nor price increase presented in our

webshop affect orders that have already left our warehouse. Returns are made at the same prices as at the time of purchase.

#### 5. Order Placement

Our webshop www.dunkedesign.se is open 24 hours a day.

You must be 18 years old and have a valid credit card to purchase online.

How to place an order:

When you choose an item, click on "Add to Cart". In the shopping cart, click on "check-out" when you have finished your order.

Complete your purchase by filling in name and address details. You can check your entire purchase with a total amount before proceeding. Then click on "go to payment" when you fill out all the requested information.

When you have entered your payment details and "complete purchase", a binding purchase agreement between you and Dunke Design AB has been established.

At this stage your order is still open for our final confirmation. Once we have accepted your order, check that there is sufficient credit available on the specified credit card or that you are creditworthy. We will not deduct the cost immediately on your card without following the normal trading process with a reservation before the amount is finally deducted from your account a day later. If your credit card or method of payment is declined for your purchase, the order will be canceled at this point.

### 6. Secure payment

All prices include Local VAT.

We use two different companies that handle payment solutions; PayPal and Billmate.

You have four different payment options for your purchases:

- PayPal (www.paypal.com)
- Billmate Cardpay (www.billmate.se)
- Billmate Invoice Pay within 14 days (www.billmate.se)
- Billmate Partpayment From 504 sek / Month (www.billmate.se)

If you would like to read specifically about how Billmate processes your personal information, please refer to <a href="https://www.billmate.com/integritetspolicy/">www.billmate.com/integritetspolicy/</a>

For specific information about how PayPal processes your personal information, please refer to https://www.paypal.com/au/webapps/mpp/ua/privacy-full

# 7. Customs & Import Fees

If your specified shipping address is outside the EU, as purchaser you will pay costs and fees related to customs clearance and import. These costs are usually required by you as soon as the goods reach the border with your country. Unfortunately, we do not have control over customs fees and fees and therefore cannot advise (or give an indication on) how much it will cost you. The costs vary from country to country. Please contact your local customs authority for further information.

#### 8. Delivery within Sweden

We ship goods throughout Sweden. Depending on your place of residence, it varies which carrier will distribute your goods.

We offer free shipping within Sweden (does not apply to Beds and Games).

For larger furniture items such as dining tables, sofas, beds, shelving systems, etc., free shipping is included to your front door / property, called "Curbside". For chairs, stools and small items, shipping is usually included in your nearest DHL ServicePoint agent where you pick up the item.

If you would like more customized delivery, such as delivery into a residence, please contact us for pricing at info@dunkedesign.se. For our corporate customers, we offer delivery solutions for businesses.

#### 9. Delivery outside Sweden

We ship goods throughout Europe. Shipping costs vary depending on the volume and the country you wish the goods sent to. The current shipping price will be shown when you are processing your order in webshop. As per our standard terms of delivery, we apply "Curbside", delivery to the door / property line.

We reserve the right that in some countries there may be a distributor who may have sales rights for certain products. In this case, we would act as an intermediary for you so that you can complete your purchase locally. For Norwegian, UK and Swiss customers, special conditions apply, please contact us for pricing and terms.

#### 10. Cancellation of orders

You can cancel your order if the goods have not left our warehouse. If the goods have been shipped, the order will be delivered to you and you will then be able to handle it as a normal return (please see our section on "Right of withdrawal").

Ordering goods/Customized products cannot be cancelled. As soon as payment is made, a binding order is legally established. The purchase can neither be cancelled nor refunded. Special products include customized fabrics, colors, measurements or general modifications based on a standard product.

# 11. Unsorted shipment

For shipment that is not collected at the delivery point or in the case of refusal of receipt of goods, after which the goods are returned to our warehouse, a fee of €90 will be charged for costs incurred in connection with return handling and shipping. In the event of repeated attempts to deliver goods to you, the fee is charged once per undelivered shipment.

### 12. Right of withdrawal

In accordance with the Distance and Doorstep Sales Act, you have 14 days to return your purchase from the day you received the item.

Once you have received the product, you are entitled to carefully inspect and try it. If the product and the packaging are not in original condition, you as a customer are responsible for the loss of value of the product. Once we have received the returned item and performed inspection upon receipt of the returned goods, we will notify you if the item can be sold as new or if the resell price must be reduced.

After we have informed you, the refunded amount will be made with a reduction for any resulting decrease in value. When we receive your returned in full and resalable condition, we will make a refund in accordance with your purchase price, including the cost of shipping included in your purchase. However, we do not pay your return shipping costs. The refund is made using the same payment method used for the purchase. Refunds will be made no later than 14 days after you divulge your wish to exercise your right of withdrawal, but not until your returned has arrived to our warehouse.

#### 13. Return of goods

The shipping charge on a return is paid by you as a customer and not by us. You are also responsible for booking the transport itself. For larger orders, we can help arrange a freight reservation. Keep in mind that you as a customer in all respects are responsible for a return freight until it reaches our warehouse. Damage resulting from the return shipping is under your responsibility. Be very careful to save original cartons and securely pack the product so that no damage to the product or packaging occurs. Save your shipping slip and shipping number as proof until you received a message from us that the item arrived at our warehouse. Before making any returns, please contact us before all returns on info@dunkedesign.se.

#### How to make a return:

Send an email to <u>info@dunkedesign.se</u> within 14 days of receipt of your product if you wish to use your right of withdrawal.

Send your item to its original packaging within 14 days after you inform us that you wish to use your right of withdrawal.

Fill out our return form and enclose it with the item you are returning.

Returns are at your expense and are to be arranged by you as a customer. If you would like our recommendations for carriers with whom the goods may be shipped, please contact us at info@dunkedesign.se.

We will refund your money within 14 days of receiving your notice of your right of withdrawal. However, no refund will be made until we have received the returned item at our warehouse for inspection. If the returned item does not arrive to us in its original packaging and/or is not in the same condition as when you received it, a deduction for depreciation may occur and then adjusted thereafter.

Our return address is: Dunke Design AB C/O LGT Logistics AB Lagerhus 5 Nygårdgsgatan 3 543 51 TIBRO

#### 14. Warranty & Complaints

Our goal is that all our customers will receive high quality merchandise. If something does not match your expectations when you receive your item or that the delivery is not identical to your purchase, please contact us immediately at info@dunkedesign.se.

NOTE! You as the customer are required to check your items ordered upon arrival. Claims for damage caused during transport (transport damage) must be reported to us no later than 3 days after your receipt of your order. After that, Dunke Design AB loses the opportunity to impose a liability on the carrier for any damage caused.

When you report your damage or detect something that does not match your purchase, please provide your order number, a description of the damage to what is wrong, and preferably any attached pictures.

We sell our products with two (2) years of factory warranty as well as three (3) years of warranty under the Sales of Goods Act. If something is wrong with the product, please let us know as soon as the damage is detected. As a first measure, we investigate the possibility to fix your product. If that is not possible, we will offer you either a new product, a discount or a return with a refund. This is assessed on a case by case basis. If your claim is completely in accordance with your description, we are of course responsible for return costs. For return shipping, please contact us at <a href="mailto:info@dunkedesign.se">info@dunkedesign.se</a>.

#### 15. Force Majeure

Events such as war, natural disaster, labor market disputes, government decisions, missing deliveries from subcontractors, aggravated circumstances and a comparable event beyond our control, which could not reasonably be foreseen, should be attributed to force majeure, which means that Dunke Design AB is exempted from its obligations to Complete entered agreements.

## 16. Dispute

Consumer: Disputes arising from this agreement are being investigated by the Stockholm District Court as the first instance. Swedish law shall apply.