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## §1. General

These terms (“**The Agreement**” below) are designed for e-commerce. **Linum AB** (corporate identity number: 556105-3215) constitutes the selling party. You, (“**the customer**” below), constitute the buying party. The terms of this Agreement are designed for private individuals above the age of 18 who reside in Sweden and for the sale of goods (**products** below). You, as a customer, can easily place and order on linumdesign.com.

To further clarify, the publishing date of the Agreement is stated in the header. If the Agreement has been changed an end-date will also be stated. If an end-date is stated the Agreement will be effective until 00:00 the day that the Agreement expires. You, as a customer, get the opportunity to agree to these terms as you are placing your order.

Terms, or parts of this Agreement that deviate from legislation have no effect unless the deviation works in favor for the customer. This provision only applies if the customer is a private individual and the purchase is of personal consumption only.

## §2. Orders

At Linum AB you can order products easily and comfortably. We offer safe payment options and safe deliveries. Linum AB receives your order when you click the “pay” – button in the checkout. When Linum AB has received your order you will get an e-mail with your “Order Confirmation” to the address you stated when placing the order.

When we send the e-mail “Order Confirmation” this Agreement is also entered. If it should be impossible for us at Linum AB to deliver your order we will contact you immediately. In that case we will offer you a different solution, provided that it is possible. When you accept the proposition on the new solution this Agreement will be entered.

### **SHOP SAFELY WITH THE RIGHT TO CHANGE YOUR ORDER**

If you change your mind you have the possibility to change your order. To change your order, please contact Linum AB with your order number. Contact us through: [customerservice@linumdesign.se](mailto:customerservice@linumdesign.se). The changing of an order must be notified before the order has been packed (effectuated).

### **SHOP SAFELY WITH THE RIGHT OF CANCELLATION**

If you change your mind we offer you the possibility of cancelling your order. To change your order, please contact Linum AB with your order number. Contact us through: [customerservice@linumdesign.se](mailto:customerservice@linumdesign.se). The cancellation of an order must be notified before it has been packed (effectuated).

## **§3. Prices and fees**

We reserve ourselves from possible changes in the price, technical issues or mistakes and reserve ourselves the right to adjust the prices.

### **European union**

On all orders from within the European Union prices include Dutch VAT at 21 %. These orders will be shipped on a DDP (Delivery Duty Paid) basis, meaning that all taxes and duties are included in the price at checkout.

### **Rest of the World**

Your order is shipped on a DDU (Delivery Duty Unpaid) basis, which means that the price displayed at checkout are exclusive of all taxes and duties as well as Dutch VAT. International orders can incur taxes and duties as determined by the customs agency within the destination country. Although this does not always occur, assessment of duties and taxes will be based on the value of the order and the Tax-free threshold (if it exists) for goods imported into the destination country. Payment of any duties and taxes is the responsibility of the recipient. Occasionally this may be listed as an additional postage fee. While we apologize for any inconvenience, we have no control over such fees. (More information can be obtained by contacting your local customs office.)

### **UNCLAIMED PACKAGES**

Linum AB always log IP address for purchases. If we receive packages from a customer/recipient who has refused the package sent them, we reserve the right to charge the customer for all the costs incurred in such return + a handling cost of 20 USD. The money is deducted from the amount paid for the order. Is the cost of re-dispatch higher than the customers order value no money will refunded to the

customer. If the customer have more than two unclaimed package the customer will be blocked from shopping at [www.linumdesign.com](http://www.linumdesign.com)

## **SPECIAL OFFERS**

Special offers and promotions that are advertised on [linumdesign.com](http://linumdesign.com) are valid until stock lasts unless other terms are stated in the offer.

## **§4. Products and range**

All products that are offered on [linumdesign.com](http://linumdesign.com) are developed for use in the Swedish market. This means, among other things, that the products meet Swedish environmental-, and safety regulations. A product is normally supplied with instructions in Swedish if necessary for use of the product.

## **COLORS AND PRODUCT IMAGES**

The products displayed on [linumdesign.com](http://linumdesign.com) are reflecting the products' colors and other qualities as lifelike as possible. As the perception of the color may differ due to the screen on which it is viewed, we cannot guarantee that the colors on you screen exactly will match the colors of the products.

## **§5. Payment**

### **CREDIT-, DEBIT CARD PAYMENTS**

Linum AB offers credit-, and debit via the payment service Adyen. Adyen is authorized with PCI DDS certification. Your credit-, debit card details will be transferred and stored securely and encrypted. Your card will be charged when you complete your order, credit-, debit is available with the following card types: Visa, MasterCard, American Express (Amex), Maestro, Discovery and Diners Club.

### **PAYMENT THROUGH ONLINE BANKING**

Linum AB offers you to pay for your order with direct banking. You can safely log in to your internet bank to make your payment. The Services that can be used are the following: Trustly, ELV, SEPA, GiroPay, Sofort, DotPay, Finnish E-banking.

Trustly supports most Swedish banks and gives you the option of completing your payment safe and easy through your internet bank.

### **PAYMENT THROUGH PAYPAL ACCOUNT**

Pay faster and more secure using PayPal. You can chose to pay with your Pay-Pal Credit or through a credit -, debit card connected to your PayPal account. For more information visit [www.paypal.com](http://www.paypal.com)

## **INVOICE PAYMENT WITH KLARNA**

When you pay through Klarna invoice payment you shop safe and easy. You never have to state your credit-, or debit card details, and you always pay after you have received your order.

- Receive your order before you pay
- Pay within 14 days
- No need for credit-, or debit card details
- Download your invoice from [klarna.se](http://klarna.se)
- Possibility for instalment payments

An administration fee of 29 SEK per order will be charged. If the invoice is not paid a reminder fee of 50 SEK will be charged and interest fee of 25.5 %. At the time of purchase, a credit check will be made, which in some cases means that a credit record is aquired. If so you will receive a copy of the credit record by mail. Personal data is handled in accordance with the law. Klarna process personal data in order to perform customer analysis, identification, credit controls and marketing.

Social security number is used as a customer number in customer management purposes.

## **§6. Fulfillment**

Linum AB will start the fulfillment of this Agreement when you as a customer receive the “Order confirmation” e-mail. When you receive your order, Linum AB has fulfilled its part of the Agreement. When you, as a customer, have placed your payment and received the products you have ordered, in the manner that has been agreed upon, the fulfillment of this Agreement is complete.

## **§7. Delivery**

The products are delivered to the address you have stated when you placed your order in cooperation with a logistic partner. Linum AB sends orders during business days.

## **SHIPPING COSTS**

Please find a full list of shipping costs for international shipping [here](#)

## **DELIVERY TIME**

All orders are processed at our distribution center in Rotterdam, The Netherlands within two business days, subject to payment clearance and stock availability. Order processing may take up to five days during our sales period. We operate Monday to Friday with exception for public holidays.

Please find a full list of expected delivery times [here](#)

## **RISK OF LOSS**

The risk of loss during transportation will be passed on to you as a customer as soon as the order has been delivered to you. During transportation Linum AB will be responsible for the order until it has reached you.

## **§8. Cancellation right**

### **CANCELLATION RIGHT**

A Customer who enters this Agreement as private individual has the right to revoke the Agreement according to the Distance and Doorstep Sales Act (2005:59). The cancellation right is not effective for customers who enter the Agreement as business owners. The cancellation right is effective within 14 days, from the date on which you have received your order. If the cancellation right is to be valid the order has to be returned in substantially unchanged condition. This means that you do not have the right to use the product more than to examine it. According to law, you as a customer, when cancelling an order has the obligation to return all products to Linum AB and pay for the returning shipping. Linum AB always has the right to grant more generous terms than the law provides.

When the product has arrived to Linum AB, Linum AB will refund you within 30 days. If you would return less products than the full order consist of you will only be refunded for the products that has been returned. If you use the return shipping label when returning the fee will be deducted from the refund.

If the purchase refers to a service that has been commenced within the time period for the cancellation right (14 days) the service will be excluded from the cancellation right.

Some products are excluded from the cancellation right according to the Distance and Doorstep Sales Act (2005:59):

*-Products that has been made or altered on demand from the customer or in any other way has been given a special feature.*

## **CONTACT INFORMATION**

Linum AB

Karlavägen 64

SE-114 49 Stockholm

E-post: [customerservice@linumdesign.se](mailto:customerservice@linumdesign.se)

## **§9. Complaints and guarantees**

### **COMPLAINTS**

A customer who has bought a product as a private individual has the right to make a product complaint and return the product if it is faulty according to the Consumer Sales Act (1990:932) and The Consumer Services Act (1985:716). This covers any original defect detected within 3 years after receiving the product. The guarantee also covers defect that has occurred during shipping and transportation. (See *Complaints due to damage in transportation* below). A product that doesn't meet the Agreement you have entered with Linum AB or in any other way exhibits defects will be considered faulty. Defects caused by the damage you have caused a product are not considered original defects.

If you complain about a faulty product after 6 months after you have received the products it is your responsibility to prove that the product had an original defect. Linum AB therefore advises that you examine the products when they are delivered and report possible defects as soon as they are discovered. When complaining about a faulty product you as a customer has the right to have the defect corrected or receive a product free from defects. In some cases you have the right to cancel the Agreement and be refunded. When a complaint has been accepted you will not be held accountable for any costs that has arisen due to the complaint. For example, the shipping cost for returning you order to Linum AB. Note that you as a customer are obligated to minimize possible costs that might arise if a product turns out to be defect.

### **CONTACT INFORMATION REGARDING COMPLAINTS**

E-post: [customerservice@linumdesign.se](mailto:customerservice@linumdesign.se)

### **RETURNS OF COMPLAINTS**

To return a defected product or material please contact Linum AB.

## **§10. Returns**

If a product or material is returned to Linum AB the products need to be packed in such a way that they will be protected during transport. Linum AB recommends that you always pack the product in the same way that and in the same packaging as when the products were sent to you. If you have packed the products in a substandard way and the products are damaged during transportation to Linum AB you will bear responsibility for the damage.

In case of the return of a product to Linum AB you are held responsible for that the products reaches Linum AB in an undamaged state. Linum AB recommends that the customer uses trackable shipment for returns.

## **INSTRUCTIONS FOR RETURNS**

Please contact customer service at [textil@linum.se](mailto:textil@linum.se) as soon as possible after delivery. State if your reason of contact regards a complaint, change of product or use of the cancellation right. It is important that you state your order-id or the e-mail you stated when placing the order so that we can find it. You will then receive an address where you can send the product.

## **REFUND**

We will refund your money within 30 days after Linum AB has received the shipment in case of use of the cancellation right or if a complaint case has resulted in a decision to refund.

## **§11. Reservations**

### **RESERVATIONS TO CANCEL AGREEMENT**

Linum AB has the right to cancel the Agreement if the customer has purchase a product in bad faith due to errors the customer should have been aware of, such as incorrect information regarding price and quantities displayed on [linumdesign.com](http://linumdesign.com). In case of the Agreement being cancelled the customer has no right to indemnity or other compensation from Linum AB.

### **RESERVATION FOR CHANGES**

Linum AB reserves the right to, without prior notification, change the content on [linumdesign.com](http://linumdesign.com), which includes, but is not limited to, range, prices, and campaigns. These changes will not effect already entered Agreements between Linum AB and the customer.

### **LIABILITY RESERVATIONS**

Linum AB shall not be considered liable for any obligations of this Agreement if liability would have occurred due to events that are outside this Agreement, Linum AB's operations or as otherwise provided by law.

## **§12. Disclaimers**

### **FORCE MAJEURE**

In the event of government action or omission, new legislation, labor conflict, war or threat of war, major disruptions of public order, sabotage, extreme weather conditions, fire, explosion, natural disaster, accident or other circumstances beyond Linum AB's control and which Linum AB could not reasonably have overcome or anticipate, Linum AB shall not be liable for its obligations under this Agreement. In such event Linum AB shall not be liable for damage, which the customer had.

### **EXTERNAL LINKS**

Linum AB is not liable for any possible damage or problem with the customer's soft- or hardware that emerges when a customer uses external links published on [linumdesign.com](http://linumdesign.com)

### **DISCLAIMER FOR PRICE FLUCTUATION OR OTHER TRADE BARRIERS**

In the case of price fluctuations or other trade barriers, as the lack of a necessary component, of which Linum AB reasonably can not be liable for according to this Agreement, Linum AB has the right to cancel the Agreement. In such case the customer does not have the right to get indemnity or other compensation from Linum AB.

### **DISCLAIMER FOR TAX- AND FEE CHANGES**

In case of essential tax- or fee changes, which are of great importance for this Agreement, Linum AB has the right to cancel the Agreement. In these cases the customer does not have the right to get indemnity or other compensation from Linum AB.

### **DISCLAIMER FOR DELAYED DELIVERY OUTSIDE OF LINUM AB'S CONTROL**

If a delivery is delayed caused by an event outside the control of Linum AB, Linum AB shall not be viewed as liable for the damage that occurs due to the delayed delivery. In this case the customer does not have the right to get indemnity or other compensation from Linum AB if nothing else have been agreed upon between the customer and Linum AB or provision applicable by the law.

## **§13. Privacy policy**

All data, such as personal data or other data or part of a document the customer provides Linum AB with will be stored and treated in digital form. Linum AB is responsible for storing and handling of this information according to the Personal Data Act. The information will be used by Linum to enable and ensure the fulfillment of the Agreement.

### **PRIVACY MANAGER**

Linum AB (Org. 556105-3215)

Karlavägen 64

SE-114 49 Stockholm

### **PERSONAL DATA THAT IS STORED**

-Name

-Address

-E-mail address

-Telephone number

-Social security number

-Purchase history at Linum AB

The data may be shared with a third party, and used for the purposes stated below:

- *A partner within payment services in purpose of ensuring the fulfillment of the Agreement.*
- *A partner within logistics (transportation) in purpose of ensuring fulfillment of the Agreement.*

### **DATA RECORDS**

If you have entered this Agreement as a private individual you have the right to once a year, free of charge, request to take part of your records. A record consists of the data we have collected from you. You request this by sending a signed request to the address stated above. If the information is incorrect, incomplete or misleading, we will off course correct them.

## **DEREGISTRATION OF CUSTOMER DATA**

You as a customer can with a written and signed request get your customer data erased from Linum AB, with reservation for the data needed for Linum AB to maintain proper accounting and bookkeeping.

## **§14. Other**

### **ALL FRAUD WILL BE REPORTED TO THE POLICE**

Linum AB will press charges for all fraud and attempt of fraud.

### **DISCREPANCIES BETWEEN DIFFERENT PUBLICATIONS**

If there are any discrepancies between different publications, the information which has been published last will be considered to have primacy . Note that this will not be the case if the information clearly is incorrect or misleading in comparison to the other publications.

### **INTELLECTUAL PROPERTY, LOGOS AND TRADEMARK**

All material published on linumdesign.com, including software, logos, sound files, trademarks as well as text and images are protected intellectual property. The protection implies that the material cannot be used without the consent of the right holder, the material may not be copied or in any other way be transmitted to a third party without the explicit consent of Linum AB.

Measuer will be taken against any violation.

### **THE PURPOSE OF THE INFORMATION**

All information on linumdesign.com, regardless of format, which has been published solely for informational purposes, so that the visitor may use the webpage. Linum AB is not responsible for any impact or damages which may emerge if the information is used in any other purpose than stated above.

### **COOKIES**

Cookies are small text files, which are saved on the visitor's computer when visiting the webpage. At Linum AB the following types of cookies are used:

### **SESSION COOKIES**

Session cookies are saved temporarily on the visitor's computer for the visitor to be able to use the webpage problem free. When the browser is closed the session cookie will be deleted.

### **PERSISTENT COOKIES**

Persistent cookies are saved on the visitor's computer permanently. Persistent cookies are used to identify a returning visitor as well as for statistical use. The visitor can manually erase this type of cookies from its computer. If this files are deleted choices the visitor has made in the browser may not longer be saved at the time of the next visit.

### **DISPUTE**

A dispute between Linum AB and you as a customer will be examined by the court of law. If a case is examined by The National Board for Consumer Disputes Linum AB will follow the decision of the board.