

Terms & Conditions

Publishing date for this Agreement is 2019-10-17

End-date of this Agreement is 2020-03-02

1. General

These terms (“**Agreement**” below) are designed for e-commerce. **LINUM AB** (corporate identity number: 556105-3215) constitutes the selling party. You, (“**Customer**” below), constitute the buying party.

The terms of this Agreement are designed for private individuals above the age of 18 who reside in one of the countries LINUM AB has accepted for shipping and for the sale of goods (**Products** below).

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 23:59 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 favour for the Customer. This provision only applies if the Customer is a private individual and the purchase is of personal consumption only.

2. Orders

2.1 Introduction

To place an order at linumdesign.com you must be at least 18 years old or in written have received permission from your parent/guardian.

At linumdesign.com 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 check out, the payment has gone through and you have received your order confirmation e-mail.

2.2 Order Process

Order confirmation

Once you have placed an order, an order confirmation will be sent to your e-mail address confirming the details of your order. This also functions as your receipt. If something is wrong with your order, please contact us as soon as possible at: customerservice@linumdesign.com.

When we send the e-mail "Order Confirmation" the Agreement is entered. If it should be impossible for us at LINUM AB to deliver your order, we will contact you immediately. If possible, we will try to find another solution to deliver your order. If you accept the proposition of the new solution, a new Agreement will enter.

Shipping confirmation and tracking information

When your order is dispatched from the warehouse, a shipping confirmation will be sent to your e-mail address. There will also be a following e-mail sent to you from the transport management system UNIFAUN with tracking information regarding your parcel.

2.3 Cancellation or change of your order

If you have any concerns about your online purchase or want to cancel your order please contact us immediately. Use or include the same e-mail address, used when placing your order and include your order number. Contact us at: customerservice@linumdesign.com

The cancelation of an order must be notified before the order has been packed (effectuated). We do not have the possibility to change anything regarding items or quantities on your order. If you want to do so we kindly advise you to cancel your order as above and re-order again.

3. Prices, Taxes & Duties

3.1 Taxes & Duties

European Union

On all orders within the European Union (excluding Germany and the UK) prices include Swedish VAT at 25%.

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.

Germany

On all orders to Germany prices include German VAT at 19%.

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.

United Kingdom

On all orders within the United Kingdom prices include UK VAT at 20%.

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.

All other countries

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 Swedish VAT.

On international orders: Taxes and duties, determined by the custom agency within the destination country, can occur. 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. LINUM AB has no control over such fees.

More information can be obtained by contacting your local custom office.

3.2 Special offers and campaigns

Special offers and promotions that are advertised on or in relation to linumdesign.com are valid until stock lasts or as long as stated, unless other terms are communicated. LINUM AB reserve the right to change campaigns and remove them prematurely.

3.3 Reservations

We reserve ourselves from possible price updates, technical issues or communication mistakes. Further we reserve ourselves to the right adjust accordingly.

4. Products & Range

4.1 Introduction

All Products that are offered on linumdesign.com are mainly developed for use on the Swedish market. This means, but are not limited to, that the Products meet Swedish environmental- and safety regulations. If necessary, a Product is supplied with instructions and/or images in English.

4.2 Colours and product images

We try our best to display our products as accurate as possible. Since the perception of the colour may differ due to the screen on which it is viewed, we cannot guarantee that the colours on your specific screen will match the colours of the products.

We are unable to guarantee that the information on our website contains no errors, but we are always pleased to answer any questions you have or receive feedback at: customerservice@linumdesign.com

4.3 Stock availability

Coming soon

If a Product has a badge communicating “Coming Soon” it will be back in stock.

Sold out

If a Product has a badge communicating “Sold Out” it will not be back in stock.

We reserve the right to change the labeling with short notice as a result of inventory updates. For questions regarding the assortment at linumdesign.com, contact us at: customerservice@linumdesign.com

5. Payment

5.1 Payment provider & Methods

We use the well established technology provider ADYEN to ensure secure payment of your order. When you place your order, you will be re-directed to the ADYEN website to make your payment. When you have completed

your payment, you will be re-directed back to our website where you will receive an order confirmation. You will also receive the order confirmation by e-mail. Probably you won't even noticed that this will occur.

Payment methods

- **Card Payment**

VISA, MASTERCARD, AMERICAN EXPRESS

Payment available for all countries within the European Union, Norway, Switzerland and the United States.

- **PAYPAL**

Payment available for all countries within the European Union, Norway, Switzerland and the United States.

- **Online Banking**

Payment via TRUSTLY available in Denmark, Estonia, Finland, Spain and Sweden.

Payment via GIROPAY available in Germany.

Payment via SOFORT (KLARNA) available in Austria, Belgium, Germany and Switzerland.

Payment via PAYTRAIL available in Finland.

Payment via IDEAL available in Netherlands.

- **Invoice with KLARNA**

Payment available in Sweden.

5.2 Credit and debit card payments

LINUM AB offers credit- and debit card payment supplied by ADYEN. ADYEN is authorized with PCI DDS certification. Your credit- and debit card details will be transferred and stored securely and encrypted. Your card will be charged when you complete your order.

For more information visit ADYEN here:

<https://www.adyen.com/legal/terms-and-conditions>

5.3 Payment through PAYPAL account

Pay fast and secure by PAYPAL. You can choose to pay with your PAYPAL Credit or through a credit- and debit card connected to your PAYPAL account.

For more information visit PAYPAL here:

<https://www.paypal.com/us/webapps/mpp/ua/useragreement-full>

5.4 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, GIROPAY, SOFORT, PAYTRAIL, IDEAL.

For more information visit:

TRUSTLY:

https://trustly.com/_/legal/?locale=en&termsandconditions=sweden

SOFORT: <https://www.klarna.com/betaalnu/klantenservice/>

GIROPAY: <https://www.giropay.de/>

PAYTRAIL: <https://www.paytrail.com/en>

IDEAL: <https://www.ideal.nl/en/consumers/what-is-ideal/>

5.5 Payment with KLARNA

When you pay through KLARNA invoice payment you can 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
- 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 acquired. 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.

For more information visit:

<https://www.klarna.com/se/villkor>

6. Shipping & Delivery

6.1 Shipping process

All orders are processed at our distribution centre in Gothenburg, Sweden, within two business days, subject to payment clearance and stock availability. We operate Monday through Friday, excluding Swedish public holidays.

We use DHL Freight and UPS as our carriers. Choice of carrier and delivery service depends on the country your order is shipped to.

When your order is dispatched from the warehouse, a shipping confirmation will be sent to your e-mail address. There will also be a secondary e-mail sent to you from the transport management system UNIFAUN with tracking information regarding your parcel.

The products are delivered to either a drop-off point near the address you have stated when you placed your order, or to your door depending of the destination. If the carrier fails to deliver your package, it will be returned to our warehouse in Gothenburg, Sweden.

6.2 Shipping costs

Sweden: SEK 49 and free shipping on orders over SEK 1,000
Norway: NOK 150 and free shipping on orders over NOK 1,000
Denmark: DKK 49 and free shipping on orders over DKK 1,000
Switzerland: EUR 15 and free shipping on orders over EUR 100

UK: GBP 5 and free shipping on orders over GBP 100
US: USD 20 and free shipping on orders over USD 200
Rest of Europe: EUR 5 and free shipping on orders over EUR 100

To find more info regarding taxes and duties, go to Terms & Conditions - 3. Prices, Taxes & Duties.

6.3 Delivery lead time and carriers

Sweden

1 - 3 days lead time with DHL Freight

The parcel will be delivered to a Service Point nearby the address you have stated when placing your order.

For more information, please contact your local DHL Freight office or visit www.logistics.dhl

All other countries

2 - 4 days lead time with UPS

The parcel will be delivered to your door or to an Access Point nearby.

For more information, please contact your local UPS office or visit www.ups.com

A shipment may occasionally be delayed by the customs agency of the destination country as a random security/inspection procedure.

If LINUM AB cannot deliver within the agreed time, the customer shall, without delay and if possible, be informed of the reason for the delay and of a new delivery date. The customer then has the right to cancel the order without any fees. This does not apply to orders delayed by customs security/inspection procedure.

6.4 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.

6.5 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 plus a handling cost of SEK 200/ NOK 200/ DKK 200/ EUR 20/ GBP 20/ USD 20. The money is deducted from the amount paid for the order. If the cost of re-dispatch is higher than the customer's order value no money will be refunded to the customer. If the customer has more than two unclaimed packages the customer will be blocked from shopping at linumdesign.com

7. Returns & Refunds

7.1 Introduction

We want you to be satisfied with your purchase and that's why we give you 30 days to return your order if you are not satisfied.

7.2 Instructions for returns

To return a product

- Place the product(s) in the original shipping box/bag, or any other solid carton box or plastic bag.
- Fill in the **Return Form** and place it in the package. The Return Form is included in your package. You can also download it [here](#).
- Close the box/bag and tape it securely.
- Place the return label on the box/bag over the prior address information in case of using the original packaging.
- Return at your nearest drop-off point and keep the receipt until you have received your refund.

7.3 Recommendations for returns

We recommend that you pack the product in the same way and in the same package as when the product was sent to you. If you have packed the products in a substandard way and the products are damaged during transport to LINUM AB, you are responsible for the damage.

We recommend that you use the return label we enclose in your original parcel and return the package with the same carrier and method as we

ship. This delivery is trackable and prepaid for the return shipment. Save the receipt on your return shipment until you have received your refund.

If you want to return the package with a different way of transport, we recommend it to be traceable. Note that LINUM AB will not refund shipping costs.

7.4 Exchanges

We do not have the possibility to exchange items. But you can always return the product(s) as instructed above and then place a new order in the webshop. Please note, that shipping costs are not refundable.

7.5 Refund

In case of use of cancellation right or if a complaint has resulted in a decision to refund; We will refund your money within 14 days after LINUM AB receives the shipment or evidence of shipment has been sent to LINUM AB.

Shipping costs are not refundable. See a price list under Terms & Conditions - 6. Shipping & Delivery

We will refund you by the same payment option used while placing your order.

If you have any questions regarding your refund, please contact us by: customerservice@linumdesign.com

8. Cancellation Right

We want you to be satisfied with your purchase at linumdesign.com. Therefore, we give you 30 days to return your product/products from the day you receive your order.

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. All goods in the order must be delivered before the cancellation deadline begins. If delivery takes place on

different occasions, the time limit begins when the last part of the order is delivered.

When using the Right of Cancellation, the Customer must notify LINUM AB about the cancellation, within 30 days of receiving the order(s). This is done by following the instructions in Returns & Refunds. Read more in Terms & Conditions - 7. Returns & Refunds.

If the Right of Cancellation 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 the product(s) to LINUM AB and pay for the shipping. LINUM AB has the right to grant more generous terms than the law provides.

The Customer has the right to return/claim an item even if it is used or/and damaged, LINUM AB cannot refuse cancellation. On the other hand, LINUM AB, can make a value reduction for what LINUM AB considers to be the damage or if parts of a product is missing.

When LINUM AB has received the return notification and/or the product(s), LINUM AB will refund you within 14 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.

Some products are excluded from the cancellation right according to the Distance and Doorstep Sales Act (2005:59), for example, products that has been made or altered on demand from the customer or in any other way has been given a special feature.

8.1 Contact information

LINUM AB
Karlavägen 64
SE-114 49 Stockholm

E-post: customerservice@linumdesign.com

For opening hours and more information, go to [Contact us](#).

9. Complaints & Guarantees

9.1 Instructions for complaints

If you receive a defected Product, please notify us as soon as possible by e-mail at: customerservice@linumdesign.com.

Please include as follows in your e-mail:

- A description of what is wrong with the Product and add photo documenting the defect.
- If possible, please add a photo of the paper tag that is attached to the product, so that we can trace the origin of the defect.
- The order number, order date and the e-mail you ordered with.

If LINUM AB considers the Product to be defective, you will receive a full refund including shipping costs.

Note: Do not return a Product without first contacting our customer service. Failure to do so may lead to LINUM AB being unable to refund the shipping costs.

9.2 Conditions for 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 defected 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 defects that has occurred during shipping and transportation. (See below: 9.3 Complaints due to damage in transportation).

The defect should be reported as soon as, or when the error should have been, detected. Reporting defects within 2 months from the receiving of the Product is always considered within a reasonable time. The Customer must give notice of how the Product(s) is defected and be able to communicate if a potential delay is occurring, in order for LINUM AB to consider how the problem could be solved.

With an approved complaint, LINUM AB is responsible for all costs including freight. A Product that doesn't meet the Agreement you have entered with LINUM AB or in any other way exhibits defects, will be considered as original defects. Defects caused by a damage you have caused a Product, are not considered original defects.

If you complain about a defect Product(s) 6 months after you have received the Product(s) it is your responsibility to prove that the Product

had an original defect. LINUM AB therefore advise you to examine the Products when they are delivered and report possible defects as soon as they are discovered.

When complaining about a defected Product, you have the right to get the defect corrected or receive a Product free from defects if the Product(s) still are available in the assortment. 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 defected.

9.3 Complaints due to damage in transportation

All items are checked and packed carefully by our logistic center. If you should receive a damaged package, please take a clear photo of the damage and contact us as soon as possible. We recommend you to report hidden damages in transport within 5 working days upon receipt of the parcel. Later reported damages are not recognized by the carriers. Therefore: Always check the goods immediately upon receipt. If you should detect any damages, please contact us at:
customerservice@linumdesign.com.

9.4 ARN/EU ODR

LINUM AB complies with the Allmänna reklamationsnämnden, ARN (Sweden) and the European Commission's recommendations for online dispute resolution (EU ODR)

For more information and contact:

ARN: <https://www.arn.se/>
Adress: BOX 174, 101 23 Stockholm

EU ODR: <https://ec.europa.eu/odr>

10. Privacy Policy

10.1 Introduction

All data, such as personal data or other data as 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 General Data Protection Regulation (GDPR). The information will be used by LINUM AB to enable and ensure the fulfillment of the Agreement.

To read the full version of LINUM AB's Privacy & Cookie policy, click [here](#).

Privacy Instance

LINUM AB (Org. 556105-3215)
Karlavägen 64
SE-114 49 Stockholm

10.2 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.

10.3 Data records

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

10.4 De- registration 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).

11. Cookies

Cookies are pieces of small text files that websites place on the browser you are using to view the site.

At linumdesign.com you can expect different kinds of cookies. We use these cookies to create a better experience on site, for you to be able to place an order as well as for statistic and marketing purposes.

Our cookies will store information about your use and the pages you have visited. This could be technical information about your device and Internet connection such as operating system, browser version, IP address, cookies, and unique identifiers. When visiting our websites where our services are provided, different techniques can be used to recognise you in order to learn more about our users. This can be done directly or through the use of third-party technology.

To discover how to manage cookies or a list of cookies that is in use at linumdesign.com, please go to [Cookies](#).

To read our privacy policy, please go to our [Privacy & Cookie policy](#).

12. 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 made the payment and received the Product(s) you have ordered, in the manner that has been agreed upon, the fulfillment of this Agreement is complete.

13. Reservations

13.1 Reservations to cancel agreement

LINUM AB has the right to cancel the Agreement if the Customer has purchased 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. In case of the Agreement being cancelled the Customer has no right to indemnity or other compensation from LINUM AB.

13.2 Reservation for changes

LINUM AB reserves the right, without prior notification, to change the content on linumdesign.com, which includes, but is not limited to, range, prices, and campaigns. These changes will not affect already entered agreements between LINUM AB and the Customer.

13.3 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.

14. Disclaimers

14.1 Force majeure

In the event of government action or mission, 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 LINUMS 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.

14.2 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

14.3 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't 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.

14.4 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.

14.5 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.

15. Other

15.1 Fraud

All fraud will be reported to the police. LINUM AB will press charges for all fraud and attempt of fraud.

15.2 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.

15.3 Intellectual property, logos, 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.

Measure will be taken against any violation.

15.4 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.