

Payment and delivery terms Svenska Funkiskök AB

1. GENERAL

- 1.1. These general terms and conditions apply to you who, as a consumer, enter into an agreement to purchase kitchen interiors or other goods with Svenska Funkiskök AB, org.nr. 559223-6821. Separate conditions apply to the person who enters into a contract as a trader.
- 1.2. Contact details and other information about Svenska Funkiskök AB can be found on the company's website, www.funkiskok.se.

2. ENTERING OF TERMS

- 2.1. When you place an order for goods from Svenska Funkiskök AB, you also accept these general terms and conditions. You agree to abide by the terms and conditions in its entirety.
- 2.2. The ordering process starts by creating a sketch of your desired kitchen interior with the help of the kitchen planner on Svenska Funkiskök AB's website. If necessary, Svenska Funkiskök AB's staff assists in this work. Shortly after the sketch has been completed, Svenska Funkiskök AB will send you a final offer.
- 2.3. Once you have approved the order documentation and quote, we will produce an advance invoice to you in the order of 50% of the total amount. In order for the agreed completion date of your carpentry items to be held, the invoice must be paid within five (5) days.
- 2.4. The price of the offer is valid until the agreed delivery date. If you wish to postpone the delivery date, the price may be adjusted. Notification of postponement in this case must be made in good time to Funkiskök. The advance payment is not adjusted and is not refundable in this case.

3. REFUNDS

- 3.1. Since the purchase relates to goods manufactured to order and according to your instructions, the purchase is not covered by any statutory right of refund (see Section 11 § p. 3 of the Swedish law [2005:59] on distance contracts and off-premises contracts).
- 3.2. However, Svenska Funkiskök AB offers an opportunity for you to deactivate the purchase. Such deactivation occurs automatically if you do not pay the advance invoice within 5 days. In addition, deactivation of the purchase must be made in writing by e-mail to your contact person, stating the name and address and the reasons for the deactivation of the purchase. You will then receive confirmation that the purchase has been deactivated.

4. PAYMENT

- 4.1. Unless otherwise agreed, the purchase price is paid through two instalments.
- 4.2. The first invoice will be sent to you as soon as you have approved the order documentation and quotation. This invoice relates to half of the agreed purchase price and must be paid within five (5) days from the invoice date. This invoice refers to the setup and material costs for your order. If payment is not made within the payment deadline, Svenska Funkiskök AB has the right to withdraw from the agreement. Any delays with the first instalment may affect the delivery time.
- 4.3. The second invoice will be sent to you when you receive final notification of the delivery date. This invoice relates to the remaining balance of the purchase price and must be paid well in advance before the delivery is sent from the carpentry shop. Your goods will only be delivered after full payment has been made. Delays in the second instalment may therefore mean that the transport has to be rescheduled. You are responsible for additional costs incurred as a result of such rebooking and do not have the right to impose penalties for delivery delays due to payment being made too late.

5. **CHANGES AND ADDITIONS**

- 5.1. Svenska Funkiskök AB has the goods manufactured based on your order. If possible, Svenska Funkiskök AB also tries to satisfy requests for changes and additions to orders that are added after an agreement has been reached. However, it is always Svenska Funkiskök AB that decides if your wishes are possible to meet.
- 5.2. Changes to, or additions to, an order that are made after the agreement has been concluded will always incur additional costs. Such additional costs are added to your final invoice. Svenska Funkiskök AB also reserves the right to charge an additional fee for the handling of such changes and additions.
- 5.3. Changes to, or additions to, an order that are added after the agreement has been concluded may also result in the delivery date being postponed. You are not entitled to impose penalties for such delivery delays.
- 5.4. Requests for changes to and additions to existing orders must be submitted to Svenska Funkiskök AB in writing by e-mail.

6. **DELIVERY TIME**

- 6.1. Delivery is defined as the goods having been delivered in accordance with paragraph 7.
- 6.2. Delivery usually takes place within four (4) to twelve (12) weeks after you have received your order confirmation. However, since Svenska Funkiskök AB's operations relate to goods manufactured to order, it is possible that the delivery time during certain periods may be longer than that.

- 6.3. Final notification of the delivery date is given no later than ten (10) days in advance.
- 6.4. According to paragraphs 4.3 and 5.3, Svenska Funkiskök AB is not responsible for delays due to changes and additions to an existing order or due to payment being made too late.
- 6.5. After entering into an agreement, the delivery time cannot be changed. If the customer wishes to receive the kitchen later, it is their responsibility to take care of transport and warehousing.

7. **TRANSPORT AND DROP-OFF**

- 7.1. The goods are delivered to the address you have provided in your order. If the address is not accessible to the van, the goods are instead delivered to the nearest suitable drop-off point. The goods are deemed to have been delivered when they have been unloaded from the van. The transport company does not help to carry the goods into the residence.
- 7.2. The cost of transporting the goods differs between different places of delivery. Costs and delivery terms are prepared in good time and approved by you before delivery.
- 7.3. After we book your transport, you will be given a delivery date. A telephone notification occurs when the kitchen approaches the delivery address. The transport company is not able to specify an exact time for when the notification is made, so it is the customer's responsibility to be available during the specified time span for the delivery. Additional costs that arise as a result of you not showing up for delivery or causing the delivery to be delayed must be paid by you.
- 7.4. When the goods are received, you are obliged to go through the pallets and note if there is any external transport damage. Such external transport damage must be recorded by the driver before you sign the consignment note and must be reported to Svenska Funkiskök AB by e-mail no later than one (1) day from delivery.
- 7.5. Other transport damage must be reported to Svenska Funkiskök AB by e-mail within seven (7) days of delivery. It is therefore important that you unpack and examine the goods as soon as you receive them. Please take pictures of the damage and email us.

8. **ASSEMBLY**

- 8.1. Svenska Funkiskök AB provides assembly instructions and can, in some situations, be of help in recommending craftsmen who carry out assembly of kitchens. However, Svenska Funkiskök AB is never responsible for damage that occurs after an item has been delivered.

9. **COMPLAINTS AND LIABILITY**

- 9.1. Svenska Funkiskök AB approves complaints of goods that are faulty under applicable consumer protection legislation.

- 9.2. If you wish to claim that an item is defect, please contact Svenska Funkiskök AB by e-mail, as soon as possible after the fault has been discovered. The complaint must contain a clear description of the defect that is claimed and photographs of the product in question must be attached.
- 9.3. Complaints made within seven (7) days of your discovery of the error are always considered to have been submitted in a timely manner. The right of complaint expires three (3) years after the goods were delivered.
- 9.4. If the complaint has been received on time and Svenska Funkiskök AB considers that the advertised product is tainted with defects, you will shortly be notified if the goods are to be repaired or replaced.
- 9.5. If an item is to be repaired or replaced, Svenska Funkiskök AB undertakes to take the action within a reasonable time and at no cost to you. Where applicable, Svenska Funkiskök AB is responsible for return costs. However, you are obliged to contribute to a reasonable extent to the action, for example by handing in the goods to Svenska Funkiskök AB or keeping the goods available during home visits. If you are affected by special costs in connection with such participation, Svenska Funkiskök undertakes to compensate these to a reasonable extent.
- 9.6. In case of a defect in a product, you should, if possible, contact Svenska Funkiskök AB before assembling the product. You must also otherwise take reasonable measures to limit Svenska Funkiskök AB's costs. Otherwise, you may be liable for the additional cost incurred.
- 9.7. If a complaint proves that there is nothing wrong with the product, Svenska Funkiskök AB is entitled to compensation for the investigation costs caused by the complaint. This may include, for example, mileage compensation, travel time compensation and dismantling costs.

10 **BUYER'S RIGHT TO DAMAGES**

- 10.1. You are entitled to compensation for expenses and losses incurred for you due to the defect goods or due to Svenska Funkiskök AB's delay, such as costs for telephone, postage, travel and lost earnings. However, the damages do not include compensation for loss in business activities or non-material damage such as discomfort, discomfort or inconvenience. Compensation is also not paid for booked contractors who have not been ordered through Svenska Funkiskök AB.
- 10.2. Svenska Funkiskök AB is free from damages if Svenska Funkiskök AB can prove that the delay is due to obstacles outside Svenska Funkiskök AB's control that Svenska Funkiskök AB could not reasonably have expected to have counted on at the time of purchase and whose consequences Svenska Funkiskök AB could not reasonably have avoided or overcome.
- 10.3. You are obliged to take reasonable steps to limit your damage.

11. **FORCE MAJEURE**

- 11.1. Svenska Funkiskök AB is not responsible for errors or delays caused by circumstances that the company has not been able to control. Such circumstances include, for example, general conflicts in the labour market, extreme weather conditions, pandemic, epidemic, war, fire, lightning, terrorist attack, changed government regulations, technical problems and errors in electrical/telecommunications/data connections or other communications. The same applies to errors or delays in services provided by Svenska Funkiskök AB's subcontractors.
- 11.2. The circumstances referred to in the first subparagraph result in exemption from all penalties.
- 11.3. Should such a situation arise, Svenska Funkiskök AB will inform you about this, partly at the beginning and partly at the end of the time of the current situation. If the circumstance lasted longer than six (6) months, both you and Svenska Funkiskök AB have the right to cancel the purchase with immediate effect.

12. **CHANGES TO THE TERMS AND CONDITIONS**

Svenska Funkiskök AB reserves the right to make changes to these general terms and conditions at any time. Changes to the general terms and conditions will be published on Svenska Funkiskök AB's website and apply from the time you have accepted them. You are always considered to have accepted a change 30 days after Svenska Funkiskök AB informed you of the change.

13. **INVALIDITY**

Should a court, authority or arbitration panel consider any provision of these General Terms and Conditions invalid or unenforceable, the provision in question and all other provisions shall be applicable and enforceable to the extent permitted by applicable law. The provisions declared invalid or unenforceable will be replaced by relevant legal guidance and advice.

14. **OTHER**

- 14.1. Svenska Funkiskök AB's website, and all content available on the website, is owned by Svenska Funkiskök AB. The content is protected by, among other things, intellectual property and market law laws. It is prohibited to copy or use Svenska Funkiskök AB's trademarks, trade names, product names, images and graphics, design, layout or information about goods, services and other content without written approval.
- 14.2. In connection with the order, you will provide certain personal data, such as name, address and contact details, which are used to carry out the order, produce the goods and carry out the delivery in the most smooth way possible. Svenska Funkiskök AB processes your personal data in accordance with its personal data policy, which is available on the website.

15. **DISPUTE AND APPLICABLE LAW**

- 15.1. Svenska Funkiskök AB strives to resolve any disputes by mutual agreement, after dialogue with you.

- 15.2. If a dispute cannot be resolved by mutual agreement, you as a consumer can contact the General Complaints Board (ARN), which you can find more information about at the address www.arn.se. Svenska Funkiskök AB undertakes to comply with decisions made by ARN.
- 15.3. Disputes regarding the interpretation or application of these terms and conditions shall be settled in accordance with Swedish law, primarily as described above and secondly by a public court.