

Rosendahls Distributions online terms and conditions for consumers

1. Responsible

1.1 The following company is responsible for this web shop:

Rosendahls A/S – Print Design Media
Central Business Reg. no. DK-37120928
Herstedvang 10
DK-2620 Albertslund
Founded 5 January 1942

2. Scope

2.1 *These terms and conditions apply only if you trade with us as a consumer.*

2.2 *If you are corporate customer, these terms and conditions do NOT apply. You trade with us on the ordinary terms and conditions in Købeloven (the Danish Sale of Goods Act).*

2.2.1 *As a corporate customer, the consumer agreement will not apply either, which means that you will have no right to withdraw.*

2.2.2 *As a foreign corporate customer, you accept that the tenets of Danish law will apply to the transaction, with the exception of Danish regulations pertaining to applicable law. The United Nations Convention on the International Sale of Goods (CISG) will not apply. Your purchase will be regulated solely by the provisions in the Danish Sale of Goods Act pertaining to commercial sales.*

3. Reservations

3.1 We make reservations for typing errors, pricing errors, fluctuating rates of VAT, foreign currency exchange and customs duties, price increases, force majeure, sold-out and deleted goods, and failure to deliver on the part of our suppliers.

4. Language

4.1 The transaction will be performed in the language of your choice. A transaction must, however, be carried out in a language which is supported by our shop.

5. Orders

5.1 Orders must be made via our web shop. You can return, correct and delete at any stage in the process until you click Godkendt (Approved).

5.2 If you need assistance in making your order, you are welcome to contact us. Send us an email via the "Kontakt" (Contact) menu item, or call us on weekdays (Monday-Thursday 8-16 and Friday 8-15.30) on +45 43 22 73 00.

6. Payment and charges when you use a payment card

6.1 In our web shop you can choose to pay using a number of different payment cards

6.2 We accept the following cards in our web shop:
Dankort, eDankort, VISA/Dankort, VISA, VISA Electron, MasterCard, Maestro, Diners and JCB.

7. Create user ID

7.1 You can choose to create a user ID before you trade with us, although this is not obligatory.

8. Prices and product catalogue

8.1 Carriage and fees will normally be added to the prices stated.

8.2 We reserve the right to change our prices from day to day.

8.3 Furthermore, we reserve the right to amend our product catalogue without warning.

8.4 Unless otherwise expressly stated adjacent to the individual product, we do not offer service on the product nor do we offer a real warranty.

8.5 All prices include Danish VAT. Before you approve your purchase, you will be notified of the total cost of carriage and delivery.

8.6 You can always see the total order price including delivery costs (carriage and fees) in your basket.

8.7 When you have ordered, you will receive confirmation of your order by email with a link containing the details of your right to withdraw, etc.

9. Entering the agreement

9.1 Regardless of the fact that you have made an order, you will not have entered a final and binding agreement until the following conditions are met:

- a) our partner/acquirer has approved your payment.
- b) you have received order confirmation from us by email. You will often receive an on-screen receipt and an order confirmation at the same time. However, the order confirmation may arrive later.

- 9.2 If a product is out of stock, you will normally be notified when you place your order. However, if necessary, we reserve the right to inform you of this in a subsequent email.
- 9.3 An order for several goods can be spread over several deliveries, each with its own invoice, but we will only charge for carriage and administration once.
- 9.4 As a consumer you must accept these terms and conditions which will apply every time you make a purchase. We recommend that you read the terms and conditions carefully and acquaint yourself with your rights and obligations associated with them
- 9.5 When you have ordered, we will send you confirmation of the order by email. The order confirmation email contains a link to these terms and conditions.
- 9.6 Once your order is placed, you will no longer be able to access it via our web shop. To request a copy of your order confirmation by email, please send an email to distribution@rosendahls.dk
- 9.7 If you have ordered a digital product, you will receive an order confirmation only. You will subsequently receive a link to the digital product in a separate email, as soon as the order process is complete. Delivery will take place as soon as your payment is approved.

10. Choice of product

- 10.1 As a private consumer, you are obliged to be aware of and accept the fact that you will not receive any kind of advice in connection with your purchase. This means that you alone are responsible for your choice of product and its suitability for the purpose for which you have bought it. Before you buy, you should read the product description carefully.

11. Delivery times

- 11.1 If you order before 12.00, we will normally ship your purchase the same day. Orders received after 12.00 will normally be shipped the following day. Delivery will normally be made within 2 – 4 days. Delivery to addresses outside Denmark will normally be made within 4 – 9 working days.
- 11.2 Danish VAT will be added to all deliveries to addresses within the European Union.
- 11.3 The cost of your purchase will not be drawn on your card until your purchase is shipped.

12. Purchases and orders to non-EU countries

- 12.1 Please remember that if you order products for delivery in a non-EU country, you should expect that import tax and duties (if any) will be added to the price. To learn more about import tax and duties, contact the tax and customs authorities in the relevant country.

13. Transfer of risk

- 13.1 We accept the risk involved in correct and responsible transportation to the address supplied.
- 13.2 The risk on the product or products dispatched will be transferred at the time of delivery. However, the risk of accidental transfer will be transferred at the end of the 14-day period during which you can exercise your right to withdraw.

14. Right to withdraw (cooling-off period)

- 14.1 As a consumer you have the right to withdraw. This means that you can withdraw from the purchase after you have entered into an agreement to purchase.
- 14.2 YOU ARE NOT ENTITLED TO WITHDRAW FROM A PURCHASE OF DIGITAL CONTENT AFTER DELIVERY. Where purchases of digital content are concerned, you will be asked to accept that your right to withdraw is rescinded. If you are unable to accept this, you cannot purchase digital content.

You can make use of your right to regret the purchase by sending a written request to Rosendahls - Schultz Distribution using the form which you find at <http://www.rosendahls.dk/about-us/Sales-and-deliveryterms.aspx> or at www.schultzboghandel.dk choose menu 'kontakt'. It is not accepted just to refuse receipt of the package. If you regret the purchase, you must contact us latest 14 days after receipt of material. This means that latest on the 15th day after receipt, you must have written to us. From the date that you have informed Rosendahls – Schultz Distribution about your regret of purchase, you have 14 days to return the material to the following address:

*Rosendahls - Schultz Distribution
Herstedvang 10
DK-2620 Albertslund
Marked: Returned goods*

- 14.3 If you decide to try the goods, you must not try them out of doors or in any other way which can impair their value (e.g. the goods must not smell of perfume, nor may they have absorbed dye, be stained with make-up, or bear clear signs of use or de facto damage or marks). If the goods have been laundered/dry-cleaned or require laundering/dry-cleaning, they cannot be returned.

- 14.4 When you purchase goods in our web shop, the intact, original packaging is always considered a significant part of their value. For the conditions for exercising your right to withdraw to be fulfilled, the packaging must therefore always be returned in more or less the same condition as you received it.
- 14.5 On refund of the ordered material, in case you have regretted the purchase, you cover all expenses. Goods returned COD will therefore not be accepted.

Return the goods to:

*Rosendahls - Schultz Distribution
Herstedvang 10
DK-2620 Albertslund
Marked: "Returned goods"*

- 14.6 On return of the material, we ask you kindly to enclose the filled out form, you have sent to Rosendahls, with information where to contact you, and inform of the account no, where we can transfer the amount, in case you do not wish us to return the amount to you creditcard.
- 14.7 When you regret a purchase, we reimburse you the entire purchase price, either by transfer to you bank, when you have informed us of the account no. or to your creditcard. NB: We do NOT refund carriage/transportation costs.
- 14.8 When we have received the returned goods and checked that they meet the conditions under which you can exercise the right to withdraw, we will reimburse you. You should expect a delay of up to 14 days.

15. Claims

- 15.1 We offer no warranty on our products except where this is expressly stated in the individual product description.
- 15.2 When you receive your goods, you are obliged within a reasonable period of time to examine the goods to ensure that it/they correspond to your order.
- 15.3 In pursuance of the Danish Sale of Goods Act, we offer the right to invoke lack of conformity within a period of 24 months on all goods, except where better conditions are stated in the individual product description,
- 15.4 Your right to invoke lack of conformity means that you, the customer, can make a claim about any fault or defect in the product which appears within 24 months of the date you received the product.
- 15.5 The right to invoke lack of conformity is conditional upon such defects not having occurred due to incorrect use of the product or any other behaviour detrimental to the

product. It is also a condition that the defect was present when you originally received the product. If you make your claim within the first six months, it is assumed that the defect was present when you received the product.

15.6 You must claim within a reasonable time of having discovered the defect. If you make a claim within two months, your claim will always be considered timely. If your claim is justified, we will reimburse any reasonable freight costs you may have incurred in connection with returning the goods.

15.7 If you wish to complain about a product you need to contact customer service at:

Rosendahls - Schultz Distribution
Herstedvang 10
DK-2620 Albertslund
Tel.: +45 43 22 73 00
E-mail: distribution@rosendahls.dk

15.8 In case we do not reach an agreement, you can file a complaint at the Danish Consumer Complaints, if the term for this is met. Please see www.kfst.dk.

15.9 When you return the goods, please write the order number on the package. You must also be able to produce your receipt and proof of payment.

As a consumer, you can require the following of us:

- a) To remedy the defect or supply a replacement without defects.
- b) Remedial action will be taken provided that your claim is timely and that remedial action/replacement will not entail unreasonable costs for us.
- c) We are permitted to elect to send you a replacement product instead of remedial action, i.e. you will receive a new product to replace the defective product.
- d) If we are unable to take remedial action and you are unable to accept replacement, the sale will be cancelled.
- e) Once we have examined your claim. we will contact you in writing (via email) to agree on the next steps.

16. Personal data

To enter an agreement with us to buy (purchase), you must first allow us to register the following personal data:

Name, address/delivery address, telephone number and your email address.

16.1 You can choose to select a delivery address which is different from the payment address.

16.2 Personal data is registered and stored by us for a period of five years.

- 16.3 We register your personal data solely in order to supply goods to you. When you accept our terms and conditions, you also agree to our collecting personal data via our web shop for the purpose of processing your order.
- 16.4 All employees at our company have access to the data we have registered about you.
- 16.5 We do not store customer details in encrypted form but on computers protected by passwords.
- 16.6 We will not transmit your data to a third party. We register no sensitive personal data other than those mentioned above.
- 16.7 All customer data is entered and transmitted to us in a unencrypted format.
- 16.8 When your data is registered by us, you are entitled at any time to object to registration and you have the right to know what data we have registered about you. These rights are conferred by the Danish Act on Processing of Personal Data. Should you have any cause to contact us in connection with the Act, please email to: distribution@rosendahls.dk.

17. Cookies

- 17.1 As part of our web shop operations. We are permitted to use log statistics and cookies.
- 17.2 A cookie is a file which is saved on your computer when you visit a website.
- 17.3 Rosendahls uses cookies to create statistical data relating to how many users use our website and how they use it. This helps us, for example, to gain an overview and to improve our website to create more user-friendliness and user satisfaction.
- We also use cookies to store data entered in connection with forms and orders.
- 17.4 On Rosendahls websites, we use Google Analytics, a statistical tool, to track how visitors use our sites.

Google Analytics sets up cookies on your pc when you visit one of Rosendahls' hosted websites. The data collected by the cookie relating to how you use the website is stored on Google's servers. Google uses this data:

- To evaluate how you use the website
- To prepare reports on activities on the website
- To perform other services in connection with the activity on the website and the use of the Internet generally.

If required by law or if a third party is asked to process the data on Google's behalf, Google may also transmit the data to a third-party.

Learn more about how Google uses cookies

here: <https://developers.google.com/analytics/resources/concepts/gaConceptsCookies?hl=da>

17.5 You can set up your pc so that no cookies are saved on your pc. Note, however, that without cookies you may not be able to use all our website's functions. We hope that you will allow us to set up cookies as they help us to improve our pages.

17.6 When you accept these terms and conditions, you also accept how we use cookies.

18. **Liability**

18.1 We cannot accept liability for delays. We cannot accept liability for the loss in transit of goods in connection with mail/freight of a claim or returned goods.

19. **Copyright**

19.1 All intellectual property rights, including the exclusive right to publish or copy the content, including text, graphics and images, design, etc. on this website belong to Rosendahls.

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