

# ARCTIC PAPER MUNKEDALS AB'S DUMMYSHOP GENERAL TERMS AND CONDITIONS

## CONTACT INFORMATION SELLER

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## 1. GENERAL TERMS AND CONDITIONS

These general terms and conditions of Arctic Paper's Dummy Shop (the "General Terms and Conditions") shall apply to purchases in Arctic Paper's Dummy Shop (the "Dummy Shop"), which is available on Arctic Paper's domain [www.arcticpaper.com](http://www.arcticpaper.com) and its subdomains (the "Site").

Arctic Paper Munkedals AB (the "Seller") reserves the right to, from time to time, update these General Terms and Conditions. These General Terms and Conditions, as updated from time to time, are available on the Site. The buyer is responsible for keeping himself updated. The date of the latest update is found on top of this document.

For ordinary sales outside the Dummy Shop, the Seller apply the General Trade Rules for Sales of Paper and Paperboard (1980) and Arctic Paper's Amendments to General Trade Rules for Sales of Paper and Paperboard (1980).

## 2. ABOUT THE DUMMY SHOP

The Dummy Shop service is construed and directed towards professionals/traders/companies. The Seller assumes that the buyer is a professional/trader/company. The Seller assumes that any natural person acting on behalf of a company has the full and complete authority to represent and legally bind the company and to enter into a contract on behalf of the company. Further, the Seller considers any action by the natural person as an action by the company which the natural people represent.

In case the buyer is verified to be a consumer, these General Terms and Conditions shall apply only to the extent they do not interfere with consumers rights according to mandatory consumer protection legislation.

The dummies and the paper samples provided in the Dummy Shop are samples which are custom-made by the Seller in order to meet each buyer's particular wishes.

## 3. CONCLUSION OF A CONTRACT

All orders placed by the buyer in the Dummy Shop are legally binding for the buyer. Only orders that are confirmed in writing by the Seller shall constitute a binding contract between the buyer and the Seller.

## 4. NO RIGHT OF WITHDRAWAL

The buyer has no right to withdraw from the contract. In case the buyer is verified to be a consumer, the buyer acknowledges that the contract relates to products which shall be manufactured or materially modified in accordance with the consumer's particular wishes. The buyer acknowledges that he has no right to withdraw from the contract.

## 5. TIME FOR DELIVERY

The products ordered in the Dummy Shop shall be manufactured or materially modified in accordance with the buyer's particular wishes. When the buyer has placed an order, the Seller shall inform the buyer of the estimated time for delivery. The Seller shall be considered to have delivered the product when the Seller has dispatched the product for shipment. In the event the Seller will be unable to deliver the products on the estimated time for delivery, the Seller shall notify the buyer. The time for delivery shall then be extended by a period of time which is reasonable having regard to all the circumstances in the case.

If the Seller has not been able to deliver the products within the extended period of time the buyer may by notice in writing to the Seller terminate the contract.

Delay in delivery of the products or termination of the contract as a consequence of delay in delivery may under no circumstances entitle the buyer to damages or any other compensation for any consequential or indirect loss whatsoever.

## 6. DELIVERY AND RISK

The risk in respect of the products passes to the buyer when the products are handed over to DHL for transport from the place of dispatch to the buyer.

## 7. SHIPMENTS

All shipments are carried out by UPS (UPS Standard or UPS Express Saver). It is the buyer's responsibility to make sure that the address stated in the order is correct, and that the buyer will follow up the shipment with the distributor.

PLEASE OBSERVE: It is important that correct address, phone number and contact person is stated in the order information. The distributor makes one (3) delivery attempt to the address stated as shipping address. In case the recipient is not home, UPS will leave a note to contact them for a new appointment to deliver the goods. More information is found at [www.ups.com](http://www.ups.com).

## DELIVERY COST AND DELIVERY TIME

### **Zone 1:**

#### **UPS Standard**

7 Euro incl. Swedish VAT 25%  
Delivery within 1-4 working days  
from dispatch date, depending on  
final destination

#### **Swedish post in Sweden**

7 Euro incl. Swedish VAT 25% Delivery within 2  
working days from dispatch date, depending on  
final destination 19 Euro incl. Swedish VAT 25%

#### **UPS Express Saver**

19 Euro incl. Swedish VAT 25%  
Delivery within 1-2 working days  
from dispatch date, depending on  
final destination

**Zone 1:** Sweden, Norway, Denmark Belgium,  
Estonia, Finland, Germany, Latvia, Lithuania, The  
Netherlands, UK, Luxembourg

### **Zone 2:**

#### **UPS Standard**

9 Euro incl. Swedish VAT 25%  
Delivery within 2-5 working days  
from dispatch date, depending on  
final destination

#### **UPS Express Saver**

19 Euro incl. Swedish VAT 25%  
Delivery within 1-2 working days from dispatch  
date, depending on final destination

**Zone 2:** Austria, Switzerland, Czech Republic,  
Greece, Ireland, Italy, Portugal, Poland, Portugal,  
Slovakia, Slovenia, Spain, Switzerland, Hungary

### **Zone 3:**

#### **UPS Express Saver**

40 Euro incl. Swedish VAT 25% Delivery within  
1-6 working days from dispatch date,  
depending on final destination In case of costs  
for custom clearance import duties  
and taxes occurs this is on buyers account

### **Zone.3:**

All other countries not mentions in zone 1 or 2

## 8. LIABILITY FOR DEFECTS

The buyer shall notify the Seller of defects in the products immediately, but at the latest within 30 days from the receipt of the products. If the buyer fails to notify the Seller within the above time limit, the buyer loses his right to make any claim in respect of the defect.

If the product is defective and the defect is not attributable to the buyer or to circumstances attributable to the buyer, the buyer shall be entitled to demand delivery of a substitute product. However, the buyer is not entitled to any price reduction, damages or any other remedies or compensation for any consequential or indirect loss of any kind whatsoever because of the defective product.

## 9. REGISTRATION AND PROCESSING OF PERSONAL DATA

When placing an order in the Dummy Shop, the buyer shall state the information required in the registration form, including personal information of the contact person of the buyer. You can read more about Arctic Paper Data privacy policy in compliance with GDPR on our webpage. [www.arcticpaper.com](http://www.arcticpaper.com)

## 10. SECURITY

Arctic Paper Munkedals AB use Secure Socket Layers (SSL), the industry standard in transferring information to process your orders. For security reasons, we do not store any payment information in our database.

## 11. COOKIES

Cookies are used on the Site.

## 12. DISCLAIMER

The Seller cannot promise that the content of the Site is free of inaccuracies or typographical errors at all times. The Seller reserves the right for printing errors, informative errors and specification errors of the Site. The Seller does not guarantee that all information on the Site is up-to-date. The Seller may, at any time, amend the content of the Site.

Although the Seller strives to display the correct information on the Site and Dummy Shop, errors may occur. The Seller reserves the right to cancel any order prior to dispatch should the Seller find that the price is incorrect. In such case the Seller will notify the buyer by email. If the Seller is unable to contact the buyer, the order of the buyer will be automatically cancelled.

Parts of the services mediated through the Site are maintained by outside organizations. The Seller cannot be held responsible for any errors resulting from the activities of the outside organization.

The Seller cannot be held responsible for any damaged caused from using the Site or, for that matter, not being able to use the Site. The Seller cannot guarantee problem-free, uninterrupted, and secure access to the Site.

The Site may contain links to other websites. The Seller cannot be held liable for content or privacy policies of such Sites.

## 13. LOCAL LAWS AND REGULATIONS, DUTIES ETC

Unless otherwise agreed the buyer is responsible for permits, inspections, information or other requirements concerning the products in the country of designation. The buyer shall give the Seller such information needed in order to make the products comply with local rules and regulations applicable to the products.

All import duties, taxes etc, present or future into to the country of destination shall, unless otherwise agreed in writing, be paid by the buyer. Unless otherwise agreed in writing, the buyer shall be responsible for obtaining import license and all other permits required for the deliveries.

#### **14. FORCE MAJEURE**

In the event of war, natural disaster, offensive actions at the labour market, authority regulations, nonfulfilled deliveries from subcontractors, circumstances making the Seller's deliveries/products more expensive, and thereby comparable actions out of the Seller's control which are beyond reasonable ability to be foreseen, affecting made agreements and statements from the Seller's side, making it impossible for the Seller to keep above mentioned agreements/statements; shall be the reason that the Seller is liberated from his duties to fulfil the above mentioned agreement.