# MYTOZ PURCHASE AND DELIVERY TERMS

The following purchase and delivery terms apply when purchasing in the Mytoz online store www.mytoz.com.

These terms and conditions of sale apply as a contract between you as a consumer ("You/Customer") and MYTOZ AB ("MYTOZ") with corporate identity number 559028 – 4872.

#### 1. AGE

To buy a product in Mytoz online store you must be at least 18 years old. We at Mytoz reserve the right to cancel orders from persons who have entered incorrect personal information and/or have payment defaults.

#### 2. PURCHASE

By purchasing in the Mytoz On-line store, you agree to these purchase terms.

A purchase agreement has been made by pressing the "complete purchase" button in the online store's cashier, completing the payment, and receiving an order confirmation via email.

#### 3. PAYMENT

- 3.1 You have the option to pay for your products by card payment, partial payment, online banking and invoice.
- 3.2 Certain products may be paid out with Mytoz points ("crowns"). The number of points needed to purchase a product is shown in the product/price description. The number of points you pay with is automatically deducted from your points account at Mytoz.
- 3.3 for the handling of payments by card, invoice, internet banking or partial payment, Mytoz uses a third-party provider. By accepting the payment, you represent and warrant that you understand and agree that it is the payment provider's terms and conditions that apply to the payment. To read their terms and conditions click **here**.
- 3.4 You understand and agree that it is the applicable third-party provider of solutions, whose terms in its entirety apply to your payment to Mytoz. Should there be a problem with a payment, Mytoz cannot be held responsible for this, but you are directed to contact the payment provider.
- 3.5 should Mytoz have reason to question your ability to pay, Mytoz reserves the right to stop the delivery and has no obligation to carry out the delivery until the complete payment of the order has come Mytoz, or That the decision on another agreement has been made.

#### 4 PRICES

- 4.1 All prices are in SEK including VAT.
- 4.2 You can, however, choose to see the price in Euros or USD. The price in this case will be converted into current daily value.
- 4.3 The prices shown are always current. We reserve the right to adjust prices at any time in relation to changes in currency, taxes, fees, etc.

# 5. TYPOGRAPHICAL ERRORS/COLOUR RENDITIONS

5.1 We reserve the possibility for typographical errors in the product information. In the unlikely event of a product being sold on www.mytoz.seat an incorrect price or with incorrect

information, Mytoz has the right to stop or cancel all orders where the wrong price/information has been entered. Mytoz has the right to cancel such an order even if the orders have been confirmed and the customer has been charged. Mytoz will pay in its case the amount debited as soon as possible.

5.2 Mytoz Product images do not always accurately reflect the actual appearance of the products. Colors in images are rendered differently depending on the type of monitor you have and the settings your screen has. Mytoz disclaims any liability if you consider yourself to have a faulty reproduction on your screen.

# 6. COPYRIGHT

All content on this site, such as text, graphics, logos, images, sound clips and other software, belongs to Mytoz and is protected by Swedish and international copyright laws.

#### 7. DELIVERY

- 7.1 Mytoz delivers your order to your home. This means up to your port if you live in an apartment, and up to your plot limit if you live in a house. "Up to" means as close to your port or plot limit as a truck can come.
- 7.2 If the proposed delivery time is not, the customer must book new time with the shipping company for delivery of the product.
- 7.3 Mytoz is not responsible for goods that have been delivered by the carrier without the recipient having been present at the agreed time.
- 7.4 Read and verify your shipping address on all orders. We are not liable for orders that do not arrive due to an incorrect delivery address.

# 8. DELIVERY TIME

- 8.1 Mytoz cannot provide an exact delivery date for your products when you make your order. Delivery times should be seen as an estimate. Since each product is unique and comes from different suppliers, delivery times for different products can vary.
- 8.2 The approximate delivery times refer to the period from the time we received your order until the shipment is sent from our warehouse or supplier.
- 8.3 If the delivery time is longer than stated, you will be notified of this as soon as possible after the Mytoz has been informed of the delay from the supplier.
- 8.4 Mytoz reserves the right to disclaim all claims from customers regarding delivery delays.
- 8.5 Delivery time within Sweden is normally 3 5 working days, provided the product is in stock.
- 8.6. For deliveries outside Sweden, the delivery time may be extended further than the delivery times mentioned above.

# 9. DELIVERY OF THE GOODS

The goods are submitted in accordance with the terms of delivery set out in this agreement. If the buyer does not accept the goods at the agreed time, the buyer shall reimburse the seller's additional costs.

## 10. LIABILITY FOR THE GOODS

The responsibility for the goods is transferred to you once the goods have been handed over.

#### 11. TRANSPORT DAMAGE/EXAMINATION OF THE GOODS

- 11.1 You are required to carefully examine the product for any visible damage before receipt of the goods.
- 11.2 In order for goods with visible, external transport damage to be complaint with us, the damage must have been recorded on the carrier's consignment note in connection with the receipt. The note shall be authenticated by the carrier or shipper of the freight company. This is to be replaced for cargo damage discovered when the goods are packaged.
- 11.3 It is the buyer's responsibility that there is someone who can receive and acknowledge the goods when the delivery is carried out.
- 11.4 Concealed damage shall be reported to Mytoz as soon as possible, but no later than five (5) days after receipt.
- 11.5 If you do not report any damage within five (5) days, you are deemed to have accepted the delivery.
- 11.6 It is your responsibility to check and verify that the goods received on delivery are those ordered.

## 12. ERROR ON DELIVERY

- 12.1 Mytoz is responsible for ensuring that the product is faultless when delivered.
- 12.2 Mytoz is also responsible for manufacturing defects that exist on delivery or that have been shown after delivery and which are advertised no later than 12 months after delivery.

#### 13. WARRANTY/CLAIM

- 13.1 We sell all products with one (1) year warranty.
- 13.2 All warranties apply in Sweden. The product warranty covers only original defects, i.e. defects that were on the product on delivery. The product warranty does not apply to defects that occur during or after your own alteration of the product's function or appearance, such as rebuilding, upgrading or another configuration of the product. The warranty does not cover details of consumption or normal wear and tear or maintenance. The warranty also does not cover liability for damages incurred after the purchase, if the Mytoz is likely to cause the damage to be caused by neglected or improper handling.
- 13.3 You have, according to the consumer law, always a 3-year complaint period. A complaint means that you will inform Mytoz about this within a reasonable period after you have discovered a fault with the article.
- 13.4 In case of complaint: Mail the order number, pictures of the entire product, detail pictures of the damage and some concise information about what has happened and what you want to complain to: <a href="mailto:info@mytoz.com">info@mytoz.com</a>.
- 13.5 Mytoz checks the case as soon as possible and reconnects to you within five (5) weekdays.

13.6 If you have received an item that is damaged, it must be notified to Mytoz within five (5) working days of receiving the product.

# 14. REMEDIAL ERRORS OR REDELIVERY

- 14.1 Mytoz undertakes to remedy product defects for which Mytoz is responsible.
- 14.2 The customer has the right to have the defect remedied by repairing, replacing the parts that are faulty or delivery of faultless goods.
- 14.3 In assessing the measure, consideration shall be given to the importance of the defect.

# 15. RIGHT OF WITHDRAWAL

- 15.1 You have the right to use your statutory right of withdrawal within 14 days of receiving your goods if the value of the product is more than 400 SEK (50€).
- 15.2 You do not need to give any reason for your return when you use your right of withdrawal.
- 15.3 If you wish to use your right of withdrawal, please notify us of this and specifically indicate that you wish to apply your right of withdrawal. To notify us e-mail you to info@mytoz.com and write in the subject line "Right of withdrawal".
- 15.4 You pay for the return shipping.
- 15.5 You can also use the consumer agency's withdrawal form:

Http://publikationer.konsumentverket.se/kontrakt-och-mallar/angerblankett,

which you attach to your return.

- 15.6 When you have notified us, you have 14 days to return the goods you ordered.
- 15.7 Please note that we cannot accept the right of withdrawal of customized goods (e.g. custom paint on a particular product where possible).
- 15.8 We will always contact you before we deliver goods without a right of withdrawal.
- 15.9 Should the goods you return to us not be in new condition or original packaging, we reserve the right to make depreciation on the compensation for the product.
- 15.10 We will pay back as soon as possible after we have received the product again, always within 14 days of receiving your request to use your right of withdrawal, and with the same payment method that was used for the purchase.

### 16. PERSONAL DATA

- 16.1 In accordance with the Data Ordinance, GDPR (General data Protection Regulation), we explain how we treat our customers 'personal information. We strongly defend our customers 'privacy and do not sell personal information to other companies.
- 16.2 We save the following information about our customers:

Customers: Name, surname, e-mail, social security number, address, postal code, city, country, telephone number, IP address.

16.3 In addition to the above information, we also store the information you voluntarily provide in our app. This refers to your interests, among other things.

16.4 as a customer you may at any time request the extraction, alteration or deletion of this information.

16.5 full description can be found in our privacy policy which we will be happy to send you by email.

#### 17. FORCE MAJEURE

In the event of war, strikes, riots, natural disasters, non-delivery of goods from subcontractors, strong price changes on the world market, and thus comparable events beyond Mytoz control and foresight, Mytoz is exempted from Obligations to fulfil these conditions of sale.

#### 18. DISPUTE

Disputes concerning the interpretation or application thereof, the Parties shall seek, in the first instance, to resolve by agreement. In the event of any dispute raised by general complaints, our policy is to always follow their recommendations.

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