

# General terms

## Delivery conditions

This web store is intended for business customers. Normal delivery time is three to five working days. Deliveries can take longer during peak season. Delivery times for special projects, special products, patterns, paint with tinted colours orders, etc. vary.

All goods are sold freely in our factory in Osby. Shipping costs to be added. Shipping costs are charged based on weight and volume as well as the nature of the goods and transport. There are additional costs for flammable goods (ADR), limited lengths (LQ) and express deliveries.

We only deliver to business addresses which are staffed on weekdays, during normal working hours. We normally deliver goods via DHL or TNT. Goods delivered on pallets must be able to be unloaded via tail lifts or equivalent. We do not take any financial responsibility for delays depending on the carrier. Return deliveries and extra costs are charged for deliveries that could not be delivered due to the recipient's fault or if the recipient did not collect the delivery at the terminal on time.

If damage to the goods is detected, the carrier must be notified immediately and a damage claim must be made. Damage must be documented immediately through relevant notes on the consignment note and the damage should also be photographed. If you don't notice the damage until after you open the package or pallet, and the nature of the damage can be attributed to the carrier's handling, you should contact them and make a damage claim. If any dispute with the carrier cannot be resolved, please contact us. Delivery claims, such as incorrect invoices, missing goods, damage, etc. must be based on a complete inspection and carefully documented with the seller within ten days from the invoice date.

## Force Majeure

ColorPoint Osby Kemi AB takes no responsible for any damage caused by unavoidable interference, unpredictable events or changed conditions that ColorPoint Osby Kemi AB cannot affect or prevent, such as strikes, wars, fires, weather phenomena, terrorist attacks, technical problems, communication problems caused by above mentioned conditions. ColorPoint Osby Kemi AB should as early as possible inform the customer if unavoidable interference affect the purchase.

## Return Policy/Complaints

The orders from the customer are binding. ColorPoint Osby Kemi AB has limited possibilities to accommodate changes or adjustments to the placed order. Should an order change or adjustment be made before the item has been shipped, ColorPoint Osby Kemi AB reserves the right to charge the additional cost which the correction entailed for the purchase

Notes on invoice or goods are not approved after ten days. Shipping costs for returned goods are charged to the buyer. Returned goods are not credited unless there is a fault in the delivery. If another agreement is reached, this must be in writing. ColorPoint Osby Kemi AB and its suppliers are constantly working to improve their products. In order to include technical changes, we reserve the right to adjust the product's composition, specification, design or weight. Variations between different production occasions can occur for a given colour. Under no circumstances can claims be made for products sold or applied unless errors can be found.

Our road-marking products should be considered semi-manufactured. A good end result requires a good foundation and properly completed basic work before application. Weather conditions, surface temperature and humidity should be suitable for the product in question.

The buyer must carefully examine the product's suitability for the application in question. The seller takes no responsibility for damage or claims in connection therewith. If in doubt, carry out a test application and evaluate the relevant time period.

For refund, you need to enter the Reference Number, Your Name and Address, Your Account Number/IBAN, BIC, or National Bank ID.

The return policy does not apply to orders from traders. However, consumers may be entitled to a 14-day right of withdrawal in accordance with the Distance Contracts Act. The return policy only applies to special manufactured products.

## Copyright

In the case of a specially made order where the customer assists with a drawing or template of the product's design, it is the customer's responsibility to make sure that the design does not infringe on another's intellectual property rights.

The customer does not receive exclusive rights to the design of the products. ColorPoint Osby Kemi AB has the right to use product templates created for or obtained from a customer in other assignments, except for those characteristics for which the customer has exclusive rights (e.g. the customer's logotype, company name or design-protected products).

Regarding submitted images from the customer, the following applies. Unless otherwise stated in writing, when the images are submitted to ColorPoint Osby Kemi AB, the company reserves the right to edit and use the images in marketing on the website and in printed material. The author hereby permits such use of submitted images without the right to financial compensation.

## Invoice

Terms of payment: 14-day payment deadline. Reminder charge: SEK 50. Late payment interest: 12%. An invoice payment means that the buyer borrows money to pay for an item until the item is paid for. Therefore, if you choose an invoice as payment, a credit check of your credit rating is performed on your organization or social security number. As soon as possible, you will receive an answer whether or not your purchase is granted. A negative reply may be due to several things and is beyond the control of the shop. You can then always choose a different payment method to pay for your products.

## Minimum order

The minimum order is SEK 800 excluding VAT.

## Processing of personal data

In order for ColorPoint Osby Kemi AB to be able to fulfil its part of the agreement, the company must process certain personal data. The company must also process personal data, for example, for accounting-specific reasons. Your personal information is processed in accordance with the applicable provisions of the Data Protection Regulation (GDPR).

## SMS message

The mobile number you enter at checkout may be used for SMS notification of delivery or other communication relating to your order.

## Disputes

For disputes between the customer and ColorPoint Osby Kemi AB, Swedish law shall apply.

Primarily, any disputes will be resolved in discussion with our customer service department. We follow the recommendations of the General Complaints Board and refer otherwise to the European Commission's online dispute resolution tool: <http://ec.europa.eu/consumers/odr/>.