

GENERAL TERMS AND CONDITIONS BERNADOTTEKYLBERG.COM

1 General

- 1.1 These general terms and conditions (the “**Terms**”) describes the terms that apply when you use and/or make a purchase on bernadottekylberg.com (the “**website**”).
- 1.2 Bernadotte & Kylberg AB (company reg. no 556856–7969) (“**B&K**”, “**we**” or “**us**”) provides e-commerce on the website. When you as a customer (“**you**”) place an order on the website, you enter into an agreement with B&K which is governed by these Terms.

2 The agreement and its conclusion

- 2.1 These Terms apply when you use and/or make a purchase on the website.
- 2.2 After you have placed the product you wish to purchase in your shopping cart, you have the opportunity to proceed with your order. In this order sequence, you have the opportunity to choose which payment method you want to use. In the last step of the order sequence, you will see a summary of your order and the total amount to be paid. You can then confirm your order by pressing “Pay now”. By pressing “Pay now”, you make a binding order (offer), whereby you undertake to purchase the selected product.
- 2.3 Once B&K has received your order, B&K will confirm receipt of your order by sending an order confirmation to the email address that you have provided. This does not mean that a binding agreement has been concluded. A binding agreement is only concluded after your order leaves the warehouse, and you receive a delivery confirmation which shall be deemed to constitute an acceptance of your order. B&K reserves the right to cancel parts of your order, or your order in its entirety before the delivery confirmation has been sent if the product(s) you ordered get sold out before leaving the warehouse. In that case, we will inform you that we have cancelled the product(s) from your order.
- 2.4 All agreements on the website are concluded in Swedish.
- 2.5 By placing an order on the website, you also confirm that you are over 18 years old. In accordance with Swedish law, B&K does not accept credit purchases from persons under the age of 18. B&K reserves the right to refuse or change your order in individual cases (for example, if you have provided incorrect personal data and/or have a payment default).

3 Product information

- 3.1 For each product, there is a so-called product page with information about, for example, the characteristics and price of the product. We reserve the right to correct any pictorial and typographical errors on the website, and to update or change the information on the website. If a price has been incorrectly indicated for a product you have ordered, we will notify you and await your approval of the amended price before shipping your order.
- 3.2 Images on the website are for illustrative purposes only and we do not guarantee that the images represent the exact appearance or functions of the products. Some colour differences may occur depending on resolution, photo quality and monitor.
- 3.3 The fact that a certain product is made available via the website at a certain time does not guarantee that this product will always be available. We therefore reserve the right to stop making a particular product available on the website at any time.

4 Prices and fees

- 4.1 When you place an order on the website, the prices displayed on the website apply. The prices on the Website are shown in Swedish kronor (SEK), Euro (EUR), US Dollars (USD), British Pounds (GBP), Norwegian Krone (NOK), Danish kronor (DKK), and South Korean won (KRW), depending on where you are visiting from and include value added tax (VAT). The prices do not include delivery costs for returns, which are indicated separately. More information on delivery costs for return can be found in section 7. More information on delivery costs for return can be found in section 7.

5 Payment terms and payment methods

- 5.1 You can pay using the methods indicated on the website. We currently offer the following payment options:

Card payment

You can choose to pay for your product with a valid payment card (VISA, American Express, Mastercard or UnionPay) by entering your payment details when placing an order. When you choose card payment, the applicable amount will be reserved immediately on your card when you authorize your purchase.

Google Pay

We offer Google Pay as a payment option. When placing your order, you will be automatically linked to Google Pay and asked to follow the instructions. If you have a Google account, you can log in with your user details and confirm the payment. If you do not already have a Google account, you will need to create a Google account and link your card before you can confirm the payment.

Klarna

Klarna handles all invoice issues and payment is made directly to Klarna. Klarna will send you a payment instruction to pay directly through their service. For contact details and further information on Klarna and Klarna's full terms and conditions, please click [here](#).

- 5.2 B&K reserves the right to not always offer all payment methods and to change the payment method if the payment method you have chosen does not work for any reason at the time of your purchase, or if you are not approved for the chosen payment method.

6 Delivery and transportation

- 6.1 We ship worldwide from our warehouse in Sweden. We currently offer the following delivery options, please click [here](#).

- 6.2 The ambition is that all orders will be delivered within the normal delivery time set out on the website. Unfortunately, this is not always possible, and deviations may sometimes occur. You will receive a delivery confirmation to your specified email when your order leaves our warehouse. In case of any discrepancies, we will contact you by email or by sending you a text message.

- 6.3 If you do not receive the order within the stated delivery time, we will in the first instance undertake to send a new product (replacement product) within ten (10) days from the stated delivery date. If it is not possible to send a replacement product, you have the right to cancel your purchase after thirty (30) days. If we have sent a replacement product due to a delay or non-delivery, and you choose to collect the original product despite receiving it, we have the right to charge you for both products.

- 6.4 Orders placed on a weekend or public holiday will be sent on the next business day at the earliest.

- 6.5 You will receive a notification when your parcel is available for collection from your chosen collection point. The notification can be sent by email, regular mail or by text message if you have provided your mobile phone number at the time of ordering.
- 6.6 Parcels that have not been collected within the time specified in the notification will be returned to B&K's warehouse. We reserve the right to charge shipping and handling costs if the package is not collected.
- 6.7 If you have ordered several products in the same order and one or several of the products cannot be delivered in connection with the other products, we will remove the unavailable product(s) from your order and contact you. Any refund of the amount paid will be handled in accordance with section 9. If the product becomes available again, it will be available on the website, and you can then place a new order. Unfortunately, it is not possible to request partial delivery of an order.

7 Right of withdrawal

- 7.1 According to the Swedish Act on Distance Contracts and Off-Premises Contracts (Sw. *lagen om distansavtal och avtal utanför affärslokaler*), you always have the right to cancel your purchase within fourteen (14) days without giving any reason for it when you shop remotely. To exercise your right of withdrawal, you must notify us within fourteen (14) days of receiving the product. You must then return the product without undue delay and at the latest within fourteen (14) days from the date on which you informed us of your wish to cancel your order.
- 7.2 To exercise your right of withdrawal, you can choose one of the following options:
- (a) You can fill out the return form included in your parcel and return the product to us. Please use the pre-paid address label. Instructions on how to make a return using this option can be found on the delivery note in your shipment.
 - (b) If you choose not to use B&K's return form it is sufficient that you inform us, preferably via customersupport@bernadottekyllberg.se, of your decision to exercise your right of withdrawal before the end of the withdrawal period by sending us a clear message. You should indicate your name, address, and order number in your message. If you wish, you can use the standard form for exercising your right of withdrawal produced by the Swedish Consumer Agency (Sw. *Konsumentverket*). The form is available on the Swedish Consumer Agency's website or by clicking [here](#).
- 7.3 All our shipments contain a prepaid address label for you to use when returning the products.
- 7.4 We charge a return fee to cover the cost of shipping when you return the products to us. The return fee is deducted from the refund amount for the products. You can read more about the return fees [here](#).
- 7.5 Please note that it is not possible to exchange a product purchased on the website. If you would like to exchange your product to another product, you need to return your item and place a new order.

8 Complaints and guarantees

- 8.1 If you consider a product to be defective, you have the right to complain about the product within three (3) years of receiving the product. However, a prerequisite for your right to make a complaint is that you notify B&K of the defect within a reasonable time after you have discovered or should have discovered the defect by contacting B&K's customer service. Complaints made within two (2) months after discovering the defect are always considered to have been made within a reasonable time.

8.2 Any errors and defects should always be reported to B&K's customer service. When contacting us, please include your name, email address, order number and a description of the defect.

8.3 When the product is returned, and if the complaint is accepted, B&K will, in the first instance, remedy the defect or provide a new equivalent product (redelivery), and in the second instance give you a price reduction. In the last instance, we will cancel the purchase and refund the amount that you have paid.

9 Reimbursement

9.1 Refunds are made using the same payment method that you used when you placed your order. Refunds are made as soon as possible, but no later than fourteen (14) days after we have received your notice of withdrawal. However, if we have not received your return, or if you have not otherwise shown that the product has been returned, we can withhold the refund until one of the above has taken place. In the event of a complaint, a refund will be made within the same time frame, provided that your complaint has been received in time and has been accepted by us.

9.2 Other methods may be used for the refund provided that you agree to such a change. This will not entail any additional costs for you.

9.3 If you have handled the product to a greater extent than what is considered necessary to determine the nature, characteristics and features of the product, an amount corresponding to the depreciation of the product may be deducted from the refund amount. We will also deduct the return fee in accordance with section 7.4 from the refund amount.

10 Links

10.1 B&K may link from the website to other websites outside of B&K's control and vice versa. Whilst B&K tries to ensure that the website only links to websites that share B&K's privacy and security practices as set out in B&K's Privacy Policy, B&K is not responsible for the protection or privacy of any information or personal data that you provide on other websites. You should exercise caution and read the privacy statement of the website in question.

11 Responsibility

11.1 B&K's maximum liability to you for any loss or damage arising in connection with your order, placement of an order on the website, or your purchase is limited to the extent permitted by law (such as the Consumer Purchases Act, Sw. *konsumentköplagen*). Nothing in these Terms excludes or limits B&K's liability where it would be unlawful to limit or exclude such liability.

12 Force Majeure

12.1 B&K shall not be liable for delays caused by obstacles that are beyond B&K's control, or which B&K could not reasonably have anticipated, avoided or overcome, such as strikes, natural disasters, fires, lightning, accidents, war, terrorist attacks, measures taken by an authority, technical problems, faults in electricity/telecommunications/data connections or other communications, or if such obstacles exist for other third parties engaged by B&K. These obstacles shall constitute grounds for exemption from damages and other penalties. If any such obstacles arise, B&K will inform you at the beginning and end of the situation in question. If the circumstance has lasted longer than (2) two months, you and B&K shall be entitled to cancel the purchase with immediate effect.

13 Processing of personal data and cookies

- 13.1 Your privacy is important to us. If you want to know more about how we handle your personal data, you can read more about it in B&K's [Privacy Policy](#).

14 Intellectual property rights

- 14.1 All intellectual property rights, such as trademarks and copyright, to content on the website are the property of B&K or its licensors. Any use of the website and/or its content, including copying or storing such content, in whole or in part, other than for your own personal, non-commercial use, is prohibited without the written permission of the respective owners.

15 Amendments

- 15.1 B&K may update these Terms from time to time. However, the version of these Terms that was in force when your order was placed will always apply to both your and B&K's obligations in relation to the current order.
- 15.2 These Terms were updated on October 18, 2023.

16 Severance

- 16.1 If one or more provisions of the Terms are invalid or declared unenforceable by any court, authority or arbitration board, this shall not affect the validity of the remaining Terms.

17 Duration and termination of the agreement

- 17.1 The agreement concluded between you and B&K is valid until the delivery of your order has taken place. Regardless of whether the agreement has expired, your statutory rights, such as your right of complaint, shall apply.

18 Alternative dispute resolution

- 18.1 If you have a complaint about a purchase which cannot be resolved in agreement with B&K, you have the right to turn to an alternative dispute resolution entity ("**ADR entity**") for an amicable settlement. You can only use an ADR entity if you are a resident in the EU and the other party is established in the EU.
- 18.2 You can either use the online complaint platform available on the European Commission's website (link [here](#)), or contact the Swedish National Board of Consumer Disputes ("**ARN**") directly via their website (link [here](#)). ARN is an accredited board for alternative dispute resolution under Directive 2013/11/EU on alternative dispute resolution for consumer disputes. If you submit a complaint via this platform, the complaint is automatically forwarded to the appropriate national competent dispute resolution body. This dispute resolution body will then contact B&K and try to resolve the dispute without going to court.

19 Application of law and dispute

- 19.1 Swedish law shall apply to the Terms and to the agreement concluded on the website between you and B&K.

20 Business information B&K

Bernadotte & Kylberg AB

Address: c/o Stromson Revision AB Västmannagatan 41, 113 25 Stockholm, Sweden

Organization number: 556856-7969

VAT number: SE556856796901

Email: contact@bernadottekylberg.se

Phone number: +46 (0) 8410 414 44

21 B&K customer service

21.1 You are always welcome to contact B&K Customer Service at customersupport@bernadottekylberg.se if you have any questions.

21.2 You can download a copy of the Terms by clicking [here](#).