

TERMS & CONDITIONS FOR PURCHASES OF PRODUCTS

Welcome to NCS Colour Aktiebolag and our website, www.ncscolour.com (the “**Website**”). The following terms and conditions (the “**Terms and Conditions**”) apply when you as a non-consumer, place an order through www.ncscolour.com and associated pages for the purchase of goods as well as NCS’s colour academy courses (being online on-demand courses produced by us, each a “**NCS Colour Academy Course**”) made available through the Website (each a “**Product**” and jointly the “**Products**”). These Terms and Conditions constitute an agreement between you and NCS Colour Aktiebolag, company reg. no. 556045-5288, P.O. Box 49022, 100 28 Stockholm (“**NCS Colour**”; may be referred to as “us”, “our” or “we”), and by placing an order for the purchase of Products through the Website, you agree to these Terms and Conditions. We ask that you carefully read these Terms and Conditions before further use of the Website and placing an order for the purchase of Products.

These Terms and Conditions apply for your use of the Website and purchase of Products through the Website and associated pages. Please note that other terms and conditions will apply for purchases of other products and services than the Products (e.g. software and digital applications, etc.), for customised products, for purchases where you intend to resell the Products, or if you are a consumer.

Certain terms and conditions applicable specifically to the NCS Colour Academy Courses are set out in Section 5 below. Notwithstanding anything otherwise set out in these Terms and Conditions, the terms and conditions in Section 5 below shall take precedence with respect to the NCS Colour Academy Courses.

For larger volume orders and/or special tailored orders, please feel free to contact us at info@ncscolour.com and we will be pleased to forward you a price quote.

1 PROCESSING OF PERSONAL INFORMATION

When shopping on the Website, we will process some of your personal data in order to carry out your purchase. We may also use cookies and similar techniques to enhance your experience of the Website.

You can read more about how we process personal data in our [Privacy Policy](#) and our use of cookies in our [Cookie Policy](#).

2 PLACING AN ORDER

In order to place an order regarding the purchase of Products, we recommend that you as a business customer first register and create an account on the Website (the “**Account**”). By creating an Account, you agree that you are responsible for all orders placed through and effected in your Account. You are responsible for storing personal and user-specific information regarding the Account in a safe manner and in such a manner that this information is not disclosed to any unauthorised person.

By placing an order on the Website, you confirm that you have read and accept the Terms and Conditions and have read and understood the Privacy Policy. Please make sure that you have read and understand the Terms and Conditions before you place an order.

Before placing your order, you will be given the opportunity to review your selected Products, the information you have provided, the total price of your order, and correct any input errors. Please note that Products in your shopping cart are not reserved and may be purchased by other customers until your order has been accepted by us in accordance with Section 3 below.

If prolonged inactivity causes your connection to the Website to fail, your selection of Products may be lost. In such case, you will be required to re-enter your selection of Products (as available) to the shopping cart.

Should you have any problem with placing an order on the Website, please feel free to contact us at info@ncscolour.com.

3 ORDER & ACCEPTANCE CONFIRMATION AND CANCELLATION

After placing your order, we will send you an order confirmation via e-mail, including your order number, details of the Product you have ordered from us, your payment details and delivery details (as applicable). Please note that this confirmation e-mail is our acceptance of your order, at which point a contract will come into existence between you and us.

Please note that all orders placed by you are subject to acceptance by us. We may, at our own discretion, choose not to accept your order for any reason whatsoever without any liability to you. If we are unable to confirm your order, we will inform you of this in writing.

Please note that once you have received the order confirmation, we cannot change or cancel the order. In the event you no longer want the Products, you must return the order to us in accordance with these Terms and Conditions.

4 PURCHASE OF GOODS

4.1 SHIPPING CONFIRMATION

Once the order has been accepted by us and processed, a shipping confirmation e-mail will upon your order's dispatch be sent with all relevant information about the shipping of your order.

For more information regarding our standard shipping methods, shipping charges and estimated delivery time, please refer to Sections 4.3 and 6 below.

4.2 COLOUR AND PRODUCT IMAGES

We aim to display the Products, including their colours and other qualities, on the Website as lifelike as possible. However, please note that due to the colours settings of your device used to visit the Website, the colours of the Products displayed in the images on the Website may differ somewhat from their true colours. We shall not be held responsible for any such discrepancy.

4.3 DELIVERY AND SHIPMENT

We ship our Products worldwide and the shipment lead time depends on the country and the shipping methods available and selected. Our estimated standard shipment lead times are set out [here](#).

Please note that we always strive to deliver in accordance with the estimated shipment lead time. However, please note that the estimated shipment lead times are provided as guidelines only and commence from the date of your order's dispatch. Please also note that the estimated shipment lead times do not take into account any possible delays caused by payment authorisation and/or stock availability.

The available shipping methods are *Standard* or *Express* delivery. The Products will be delivered to the delivery address specified by you in the order. The available shipping methods, as well as applicable shipping charges, for your order will be presented to you during the order process. Please note that the shipping charges do not include any customs, duties, fees or taxes that may be due when the package reaches the country of destination. Any such charges are at your own expense and NCS Colour AB has no, and accept none, responsibility for such taxes, charges, duties etc.

In the event that we fail to deliver your order within 30 days from the date of the order confirmation, you may have the right to cancel your purchase in full. If you wish to cancel your order, you must contact our customer support at info@ncscolour.com. A cancellation is not valid until you have received a confirmation from us.

In the event that an order is delivered to a pick-up point and you fail to retrieve the package in time, we reserve the right to take out a fee to cover any additional costs.

4.4 RETURNS AND EXCHANGES

We offer a 14-day return policy for all of our physical Products, excluding our Colour Samples products. Any refund must be made by returning your Product within 14 days from receiving your order.

All Products must be returned in their original condition, entailing that, *inter alia*, the Products and packaging shall be in the same condition as when you received it and in its original containers with labels and protective stickers intact. Before a refund is issued by us, we control the condition of the returned Products, and we reserve the right to reject returns that are not returned in the original condition. We will, in such cases, ship back the order to you (at your expense), and a refund will not be issued.

To exercise your return right, you must inform us of your decision by providing us with a clear written statement thereof. Please contact us with such a written statement at info@ncscolour.com, and we will provide you with further information on how to return the Products. Please note that you will be responsible for paying all costs for the return package, and that you bear the risk for the Products until the package has been delivered to us. Thus, you should always for your own records keep a copy of your return's shipping receipt.

In case of an approved return, we will reimburse all payments received from you for the Products. Please note that we will not refund shipping charges, customs, duties, fees or taxes that may apply for your order. Refunds will be processed by using the same means of payment as you used for the initial transaction.

Please note that we do not offer any exchanges. Should you wish to exchange a Product, you will need to return the first Product, and place a new order for the new Product, in accordance with these Terms and Conditions.

Your return right does not apply in relation to our Colour Samples products or any Products that have been produced according to your specific requirements or which have been tailored to your personal wishes (e.g. products with a customised variation or print), nor to products that cannot be returned due to health or hygiene reasons.

4.5 DEFECTIVE PRODUCTS

4.5.1 General

We warrant that the Products correspond with their specification at the time of delivery subject to the provisions in this Section 4.5.

This warranty is given by us subject to the following conditions and we have no liability:

- i) in respect of any defect arising from fair wear and tear, damage, negligence, abnormal working conditions, storage, application and handling failure on your side, or failure to follow our instructions (whether oral or in writing);
- ii) if the Products are not used in accordance with the specification;
- iii) if the total price for the Products delivered has not been paid by the due date for payment;
or
- iv) for parts, materials or equipment not manufactured by us, in respect of which you shall only be entitled to the benefit of any such warranty or guarantee as given by the manufacturer to us.

You shall examine the Products upon delivery. Claims from you which is based on any defect in quality, volume, weight or condition of the Products or their failure to correspond with specifications shall be notified to us in writing within 14 days from either (a) date of delivery, or (b) (where the defect or failure was not apparent on reasonable inspection) the date the defect or failure was or ought to have been discovered. If you fail to notify us accordingly, you shall be treated as having waived all claims connected with the matter which should have been notified.

No action whatsoever may be brought against us in connection with the Products unless written notification is received by us within twelve months after the delivery date.

You have the burden of proof that the damage, loss or cost is caused by defective Products and is a result of having followed our instructions or any other of the conditions named in this Section 4.5.

Where any valid claim is notified to us in accordance with these Terms and Conditions, we shall at our sole option and discretion and cost (i) replace the Product (or the part in question), (ii) repair the Product as appropriate, or (iii) refund the payments received from you for the defective Product. This shall be your exclusive remedy in case of any valid claim of breach of warranty.

4.5.2 Colour Readers

Notwithstanding what is set out in the first paragraph of Section 4.5.1 above, with respect to our Colour reader products (the “**Colour Readers**”), we warrant that the Colour Readers correspond with their specification and are free of defects in materials and workmanship subject to normal use for a period of twelve (12) months from date of purchase. This warranty does not include damage caused by post-purchase transportation, storage, or careless handling, nor damage caused by misuse.

If you during the warranty period suspect a warranty defect, please follow the steps in the [Colour Readers Trouble Shooting Guide](#) to diagnose potential defects. Once diagnosed, fill in this [Complaint Form](#), and we will process your warranty claim accordingly and provide you with further information.

If you suspect a warranty defect, please note that you must contact our customer service through the above-mentioned Complaint Form before you return your item.

5 PURCHASE OF NCS COLOUR ACADEMY COURSES

5.1 GENERAL

You may purchase access to individual NCS Colour Academy Courses through the Website. This Section 5 sets out special terms and conditions applicable to your purchase of access to such NCS Colour Academy Courses.

The NCS Colour Academy Courses are made available by us through our learning platform partner. In order to access the NCS Colour Academy Courses, you must first create an account with our learning platform partner. The terms and conditions and privacy policy of our learning platform partner will also apply for said account. Once you have created an account in accordance with the foregoing, you may access the NCS Colour Academy Courses that you have a license to through said account.

After placing your order, we will send you an order confirmation via e-mail in accordance with Section 3 above. Further, you will also receive a registration e-mail including instructions on how to create an account with our learning platform partner and access the relevant NCS Colour Academy Courses.

5.2 LICENSE RIGHTS AND RESTRICTIONS

Once your order relating to NCS Colour Academy Courses has been accepted by us in accordance with Section 3 above, you will be granted a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to access and view the relevant NCS Colour Academy Course. This license is limited to the specific NCS Colour Academy Course(s) purchased by you in the relevant order.

Your license to the specific NCS Colour Academy Course will be in force for the number of days as specified on the Website and in the registration e-mail mentioned in Section 5.1 above, commencing on the date of your registration of the account, and you may access the specific NCS Colour Academy Course at any time during that period.

Please note that you are not authorised to (i) make the NCS Colour Academy Courses or parts thereof available to unauthorised third parties, (ii) copy, modify, reproduce, re-publish, sub-licence, sell, upload,

broadcast, post, transmit or distribute any of the NCS Colour Academy Courses, (iii) record on video or audio tape, relay by videophone or other means the NCS Colour Academy Courses, or (iv) or modify, adapt, merge, translate, disassemble, decompile, reverse engineer any software forming part of the NCS Colour Academy Courses.

5.3 ACCESS TO THE NCS COLOUR ACADEMY COURSES

We and our learning platform partner will take commercially reasonable steps to provide you with uninterrupted access to the NCS Colour Academy Courses. However, your access may temporarily be restricted from time to time due to software issues, server downtime, as well as for reasons beyond our and/or our learning platform partner's control. Where this is the case, we will take commercially reasonable steps to restore your full access within a reasonable period of time.

Please note that making the NCS Colour Academy Courses available through our learning platform partner for the duration of your license is our sole responsibility related hereto and you are liable for having the minimum technical requirements (e.g. compatible hardware and software, a device capable of calling up the common video players, internet connection) as required by our learning platform partner.

5.4 CANCELLATION

All payments for the NCS Colour Academy Course are non-refundable. As you upon your purchase of a NCS Colour Academy Course may create an account with our learning platform partner and access the NCS Colour Academy Course, we do not offer any refund or cancellation possibilities.

6 PRICES AND FEES

The prices on the Website are shown in Swedish kronor (SEK) and Euro (EUR), depending on the geographical location you are visiting the Website.

All prices set out on the Website are exclusive of VAT and all other customs, duties, fees or taxes. You will be responsible for the payment of such VAT and all other customs, duties, fees or taxes.

Please note that the shipping charges are not included in the prices for the Products. The applicable shipping charges are shown in connection with the shipping methods at the checkout stage on the Website.

The prices and any shipping charges shown on the Website may vary from time to time. Prices are provided with reservation for, *inter alia*, printing errors, stock keeping, technical errors, and price increases carried by our suppliers. We are not bound by the prices and shipping charges until your order has been accepted by us in accordance with Section 3 above.

Please note that we may cancel an order, even if it has been accepted by us, provided that you realised or should have realised that the price information was incorrect.

7 PAYMENT

Payment for the Products can be made in accordance with what is set out below.

We offer payments in cooperation with our third-party payment solution partner by way of card payment to all of our customers placing orders on the Website. The Products may be paid for by credit or debit card, such as VISA, Mastercard and American Express. The available payment methods are always those displayed at checkout stage at the time of your order placement.

In order to offer you such payment methods and process your payment, we will during the checkout stage transfer your personal data, such as contact details and order details, to the payment solution partner. This is necessary in order for the payment solution partner to process your payment, to assess whether you qualify for their payment methods, and/or to tailor the payment methods for you. The

payment solution partner's processing of your personal data is conducted in line with the payment solution partner's privacy policy.

We also offer payment by way of invoicing to selected, pre-approved customers located in Sweden and Germany. If you are located in Sweden or Germany and would like to be able to pay by way of invoices, please contact info@ncscolour.com.

Unless otherwise agreed in writing, with respect to payments by way of invoicing, you shall pay the invoice in full and in accordance with the terms set out in the invoice, within fourteen (14) days of the date of the invoice.

You agree to pay within the set due date for the payment method you choose. We reserve the right to suspend your Account until we have received full payment for all overdue payments incurred by you.

If you fail to make any payment (in full or in part) on the due date, then, without prejudice to any other right or remedy available to us, we shall be entitled to charge you late interest on overdue payments in accordance with the maximum rate permitted pursuant to the Swedish Interest Act (Sw. *Räntelag* (1975:635)), or such lesser rate permissible by relevant mandatory law, until payment is made in full.

8 LIMITATION OF LIABILITY

The following provisions set out our the entire financial liability (including any liability for the acts or omissions of our employees and sub-contractors) to you in respect of (i) any liability arising from or in connection with these Terms and Conditions, (ii) any defects related to, or use by you of, any of the Products, or of any product incorporating any of the Products, and (iii) any representation, statement or act or omission including negligence, arising under or in connection with the these Terms and Conditions.

We shall not be liable to you for (i) any loss of profit, loss of business, loss of goodwill, or any other claims for consequential or indirect compensation, or (ii) any damage to property caused by the Products after the date of delivery other than as set out in applicable mandatory law. All warranties, conditions and other terms implied by statute or law are, other than as set out herein, to the fullest extent permitted by applicable mandatory law, excluded from these Terms and Conditions.

Subject to what is set out above in this Sections 8 and 9 below, our total liability per order arising in connection with the performance or contemplated performance of these Terms and Conditions shall be limited to one hundred (100%) percent of the price actually paid by you in relation of each individual order.

Nothing in these Terms and Conditions excludes or limits our liability for (i) death or personal injury, (ii) for fraud or fraudulent misrepresentation, (iii) gross negligence or wilful misconduct, or (iv) any other matter in respect of which liability cannot lawfully be limited or excluded.

9 DISCLAIMER

We have no responsibility in relation to errors in images, product description or technical specifications, incorrect prices or price adjustments (such as changes in prices from suppliers or currency fluctuations), or inaccurate information regarding whether an item is in stock set out on the Website. We have the right to correct any such errors and to change or update information at any time. If an incorrect price has been entered for an item that you have ordered, we will notify you and await your approval of the corrected price before continuing with the order.

All pictures on the Website must be exclusively seen as illustrations. Such illustrations cannot be guaranteed to reproduce the goods you receive, or the Product's exact appearance, features or origin.

We are not liable for any damage on other items caused by your use of the purchased Products or any loss suffered by you caused by the same provided your use has been made in accordance with any

applicable user guidelines and with proper care. You are responsible for ensuring that a Product being non-defective before use.

Although we aim to provide the NCS Colour Academy Courses to the highest standards of the industry, we are not liable for any inaccuracy or incorrect information provided through or in connection with the NCS Colour Academy Courses, or for your reliance of any such information. We make no representations or warranties that the results you intend to achieve by using the NCS Colour Academy Courses will be achieved. We therefore expressly point out that you yourself are responsible for implementing any content you have learned.

10 OWNERSHIP AND INTELLECTUAL PROPERTY

All Products and other information, including all associated intellectual property rights, provided and made available by us on the Website, remain our exclusive property. Any Product sold through the Website remain our property until full payment has been received.

As for the NCS Colour Academy Courses, all rights, title and interest in intellectual property rights relating to the NCS Colour Academy Course including copyright, patents, trademarks, trade secrets, improvements, developments, proprietary information, know-how, processes, methods and all other intellectual property (whether registered or not) developed or created from time to time shall, as between you and us, exclusively be owned by us. While you may utilise the intellectual property, you understand that there shall be no transfer of ownership of the same.

The Website and all the content on it are owned by us or our licensors. The information and all content are protected by intellectual property and marketing laws. This means that trademarks, trade names, product names, images, graphics, design, layout, and information about products, services, and all other content may not be copied or used without written approval from us. However, please note that the Website may contain links to other websites beyond our control. We cannot be held liable for any content on, or any processing of personal data conducted by, such third party websites.

11 FORCE MAJEURE

We shall not be liable for any delays or defects or for any damages, loss, or penalties caused by the non-performance in accordance with these Terms and Conditions due to circumstances out of our control including but not limited to in case of war, warlike events, civil war, revolution, rebellion, government action, strike, lockout, blockade, natural catastrophes or similar event, technical problems, failure of electrical / telecommunications / data communications or other communications, as well as defects or delays in services from subcontractors due to circumstances stated herein. If such circumstances occur, we will use reasonable efforts to inform you.

12 MISCELLANEOUS

If any part of these Terms and Conditions is held to be invalid or unenforceable, such determination shall not invalidate any other provision of these Terms and Conditions; instead, the invalid terms and conditions shall be replaced with the terms in order to give effect to the commercial intentions of these Terms and Conditions. The remaining terms, provisions, covenants, and restrictions set forth herein shall remain in full force and effect and shall not in any way be affected.

We may offer you to take part in campaigns where other terms and conditions may apply. Such terms and conditions apply as long as the campaign is active and for the specific products specified by us in connection with the campaign. We reserve the right to at any time cancel a campaign, upon cancellation or expiration of a campaign these Terms and Conditions will apply. A campaign may include only specific items on the Website and for a limited time and while supplies last.

13 GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions and your use of the Website are construed under and governed by the substantial laws of Sweden. Any dispute arising from or in connection with these Terms and Conditions and your use of the Website shall be finally settled by the public courts of Sweden, with the District Court of Stockholm as first instance. Notwithstanding the above, we have the right to, at our sole discretion, choose to take legal action against a customer where you have your registered office.

14 CHANGES TO THE TERMS

We reserve the right to modify these Terms and Conditions at any time. New versions of these Terms and Conditions will be posted on the Website. Changes apply from the time they are published on the Website and are available for you to review.

These Terms and Conditions were last updated on: [25 January] 2023

COMPANY INFORMATION

NCS Colour Aktiebolag

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