

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 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.

By placing an order through the Website, you confirm that you are acting as an end consumer (as defined under applicable local law) and that you are purchasing Products intended for non-commercial use only. Upon suspicions of purchasing for purposes other than for private use (e.g. for use in relation to commercial, business and/or re-sale purposes), NCS Colour reserves the right to request proof of you being a consumer and the right to deny and/or cancel any such orders until satisfactory proof has been provided by you. 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.), and for customised products.

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.

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

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 create an Account and 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.

We reserve the right to, in individual cases, deny or change your order, e.g. if you have provided false personal information and/or have any record for non-payment of debt.

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. Non-acceptance of an order may, for example, occur as a result from one of the following situations:

- inability to obtain authorization of payment;
- an error within the product information, including price or promotion; or
- suspicion of any fraudulent activity.

In the event of a non-acceptance and we already have received payment for the order, we will refund the amount to you by using the same means of payment as you used for the initial transaction.

Please note that once you have received the order confirmation, we cannot change the order.

You may always cancel your order regarding a Product before it has been shipped to you (special terms and conditions apply for the NCS Colour Academy Courses, see further in Section 5 below). If you cancel the order, please note that we are entitled to reasonable compensation for costs that we have incurred in relation to your order. If you want to cancel the order prior to delivery, you must inform us of your decision by providing us with a clear written statement thereof to info@ncscolour.com.

In the event that the item has already been processed and dispatched, you are obliged to receive the order.

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. Our responsibility for errors in connection with delivery and shipment is limited to what is set out in these Terms and Conditions.

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. If your product has been damaged during transport, you must report it to us as promptly as possible.

4.4 RIGHT OF WITHDRAWAL AND EXCHANGES

We offer a 14-day return policy for all of our physical 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. We recommend that you always pack a Product in the same way and in the same packaging as when the Product was sent to you. This does not limit your right to carefully open and examine the Product. However, if the Product is not in such a condition that can be expected upon the return, we have the right to deduct an amount from the refund corresponding to the Product's decline in value.

To exercise your return right, you must inform us of your decision by providing us with a clear notice thereof within 14 days of the date on which you received the order. The notice may be sent in different ways. Preferably, please contact us with such a notice at info@ncscolour.com, and we will provide you with further information on how to return the Products. You can also use the standard form that can be found at Konsumentverket's website, available [here](#). If you use the standard form, please e-mail it to info@ncscolour.com or send it to our address at P.O. Box 49022, 100 28 Stockholm, Sweden. Please always refer to your order number in your communication with us.

In case of an approved return, we will reimburse all payments received from you for the Products as promptly as possible, but no later than within 14 days from the date we've received the product and registered the return. 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, unless otherwise agreed or deemed necessary. **Please note** that you will be responsible for paying the shipping 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.

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 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

According to the Swedish Consumer Act (2022: 260), you – as a consumer – always have the right to return a defective physical Product within three years from the date of the purchase, provided you make us aware of the defect within a reasonable time frame after the defect of the Product was discovered. Returns made within two months of discovery of the defect are always considered to have been returned within a reasonable period of time. For a Product to be considered defective, the defect must have occurred before it was sold. If you return a defective Product within two years from the date of sale, the defect is deemed to have occurred before it was sold, unless we show that this is not the case. If the return is made more than two years past the sale, you are required to provide proof that the defect occurred before the date of sale.

Once we have received your claim, we will process it and revert with further instructions. We recommend that you send your claim as promptly as possible after you have noticed the Product's damage or defect. Your claim, to the extent approved, is subject to (i) repair of the defective Product, (ii) replacing the defective Product with a new Product, or (iii) a price reduction or refund. If a particular Product is no longer in stock, you have the right to replace the Product with a product of a similar model or design or the right to be refunded.

In the event that no defect or damage as set out herein is discovered upon our examination, your claim will be denied and we will charge a fee for the cost of returning the Product. All attempts at fraud will be reported to the authorities. We reserve the right to not process your claim if an attempt at fraud is suspected.

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

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 third party learning platform partner. In order to access the NCS Colour Academy Courses, you must first create an account with our third party 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 for a NCS Colour Academy Course, we will send you an order confirmation via e-mail in accordance with Section 3 above. Further, you will in addition thereto receive a registration e-mail with instructions on how to create an account with our learning platform partner and access the relevant NCS Colour Academy Courses.

Please note that in order to access the NCS Colour Academy Courses through our learning platform partner, you must have a device compatible with 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. The minimum technical requirements, as applicable from time to time, are available on the on learning platform partner's website. You are responsible for ensuring that you have a device compatible with the minimum technical requirements before you place

an order for a NCS Colour Academy Course. Please reach out to us should you have any questions related hereto.

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 with our third party learning platform partner, 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 ERRORS IN THE SERVICE

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.

If you experience errors in accessing the relevant NCS Colour Academy Course and such error is not due to you (such as your device), you are entitled to statutory remedies under applicable consumer protection laws. You can initiate such rights by submitting a complaint to our support department by sending an email to info@ncscolour.com.

5.4 RIGHT OF WITHDRAWAL

You have the right to withdraw from a purchase of NCS Colour Academy Courses within 14 days from when the purchase was made by providing us with a clear notice thereof. Please refer to Section 4.4 for further information on how you may exercise your withdrawal right.

However, please note that if you have accessed and/or activated the streaming of the relevant NCS Colour Academy Course, you consent to that we have commenced our performance of delivering the NCS Colour Academy Course to you, even if the withdrawal right has not expired. This means that you have no right of withdrawal as per the date of when streaming of the content was activated.

6 PRICES AND FEES

Customers within the EU: the prices on the Website are shown in Swedish kronor (SEK) and Euro (EUR), depending on the geographical location you are visiting the Website. The prices set out on the Website while initially viewing the Products are exclusive of VAT. The prices inclusive of VAT in accordance with applicable legislation will be presented to you when you have placed a Product in the shopping cart and you have continued to the shopping cart view.

Customers outside the EU: if an order is placed from a country outside of the EU, the prices are exclusive of VAT. Orders shipped to countries outside of the EU may be subject to local VAT, import duties and/or taxes, which are levied once your package reaches your delivery address. You will be

responsible for the payment of such import duties and taxes. The VAT will be based on your total order value, regardless of your order is subject to a campaign. It should be noted that we have no control over these charges and, since these charges are different in different countries, we cannot predict the final amount. Please contact your local customs and/or tax office for more information.

For all customers, please note that the delivery costs are not included in the prices for the Products. The delivery costs 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.

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 CAMPAIGNS AND OFFERS

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.

After a purchase on the Website has been made, we will not make any adjustments to the amount paid by you, unless you have received the wrong price due to technical issues/errors on the Website.

9 DISCLAIMER & NCS COLOUR'S RESPONSIBILITY

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.

Our liabilities to you are limited in each separate case to these Terms and Conditions, unless otherwise set out in mandatory applicable law. Our total liability to you for any loss or damage arising in connection with your order on the Website is limited to the total amount of your order. We have no liability for indirect losses.

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. All attempts at fraud will be reported to the authorities. We reserve the right to cancel a purchase if fraud is suspected.

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 for other than personal and non-commercial purposes 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.

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.

If you have any complaints, please contact our support department by sending an email to info@ncscolour.com. We will always first try to solve your complaints through discussions between you and our support department.

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 consumer where the consumer has its permanent residence.

If a dispute arises between you as a customer and us, and we are unable to resolve the dispute, you can submit a complaint to the EU's functioning dispute settlement online, ODR. More information can be found via the following link <http://ec.europa.eu/odr>. You may also contact the Swedish National Board for Consumer Disputes (Sw. *Allmänna reklamationsnämnden*).

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: 13 April 2023

COMPANY INFORMATION

NCS Colour Aktiebolag

Reg. No: 556045-5288

P.O. Box 49022

100 28 Stockholm, Sweden

info@ncscolour.com