

Terms and Conditions

1. Introductory provisions

These terms and conditions (hereinafter referred to as the “Terms”) are the Terms applying when you access our website www.notino.se, or place an order to purchase any of the products made available to you on www.notino.se (hereinafter referred to as the “Website”). By accessing the Website and placing orders, you agree to these Terms. The Terms may be modified from time to time and the version of the Terms that will apply to your order will be those on www.notino.se at the time you place your order. We recommend that you keep a copy of the Terms for future reference.

The Seller and the operator of the e-shop www.notino.se is Notino Deutschland und Österreich GmbH having its registered seat at Stöckachstraße 16, 70190 Stuttgart; company registration number HRB 762098; entered in the Commercial Register maintained by the Trade Register B of the District court of Frankfurt am Main. The place of performance of all contractual relationships is Stöckachstraße 16, 70190 Stuttgart. In the case of personal collection, the pick-up point of the Seller listed at www.notino.se, as selected via your order.

2. Definitions

- **Consumer contract** – means a purchase contract entered into between a Consumer as one party and the Seller as the other.
- **Consumer** – means a natural person who trades primarily for use outside of the course of business operation.
- **Purchaser who is not a Consumer** – means a natural person or legal entity who trades for purposes in connection with its business operations.
- **Seller** – means Notino Deutschland und Österreich GmbH (Notino) having its registered seat at Stöckachstraße 16, 70190 Stuttgart; company registration number HRB 762098
- **Terms** – means these terms and conditions
- **Website** – means www.notino.se

3. Website content

All rights, titles, interests and content displayed on the Website is owned or controlled by Notino, affiliates and licensors, and is protected by Swedish, EU and international copyright, trademark, patent, and/or other intellectual property laws. Copying, counterfeiting, altering any of the protected rights, interests and/or content displayed on the Website without Notino’s express written consent is illegal and constitute a civil and a criminal offense under i.a. the Swedish Copyright Act (1960:729) entitling Notino to claim damages from the infringer.

4. Conclusion of a purchase contract

Your order properly completed and sent via the Website, e-mail or via phone to the Seller, constitutes a binding proposal to conclude a purchase contract with the Seller. You will be bound by your proposal to conclude the purchase contract with the Seller for a period of 21 days from the day of sending the order.

The Seller shall acknowledge receipt of the order via an e-mail sent to the e-mail address on your order. This acknowledgement does not constitute the acceptance of the proposal to conclude the purchase contract. The purchase contract shall be deemed concluded upon the acceptance of the proposal to conclude the purchase contract by the Seller, upon the shipment of the goods by the Seller to you, or an explicit declaration of the acceptance of the proposal to conclude the purchase contract by the Seller by e-mail or phone.

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You are entitled to cancel your order, i.e. withdraw the proposal to conclude the purchase contract, without sanctions until the moment of shipment of the goods, provided if you before shipment notify the Seller about the decision via phone or e-mail.

Should you withdraw an order before shipment of goods that have been ordered especially for you as per a special agreement, a cancellation fee applies corresponding to 50% of the value of the goods.

The purchase contract is concluded in the English language. Once concluded, it shall be retained only for a period necessary for its processing. During this period, it can be disclosed based on your written request. An order can be changed and errors can be corrected as long as the goods have not yet been handed over for shipment.

5. Contract withdrawal (Sw: “Ängerrätt”) after receipt of the goods pursuant to Section 10 of the Distance and Off-Premises Contracts Act (SFS 2005:59)

If you are a Consumer, you are entitled to withdraw from the purchase contract for convenience within 90 days of the receipt of the goods (or, in the case of a purchase contract for several types of goods or partial deliveries, within 90 days of the receipt of the last delivery; or, in the case of a purchase contract for regular deliveries, within 90 days of the receipt of the first delivery).

With respect to the right to withdraw from the contract, you must inform the Seller about the decision to do so, i.e. to inform Notino Deutschland und Österreich GmbH by letter sent via a provider of postal services to Stöckachstraße 16, 70190 Stuttgart, Germany, or via e-mail to info@notino.se, as a unilateral legal act. You may, but is not obliged to, download and use the contract withdrawal template attached [hereto](#). In order to meet the deadline for a withdrawal from the contract, the written withdrawal notice shall be sent to the Seller prior to the expiry of the period. The Seller shall confirm receipt of the notice in a readable and sustainable format.

If you chose to withdraw from the contract, the Seller shall without undue delay refund the price paid, but in any event within 14 days calculated from the day of receipt of the withdrawal notice, along with all delivery charges (with the exception of additional costs incurred due to the selection of a delivery method which is different from the cheapest standard delivery method offered by the Seller). The Seller shall use the same payment method that you used for the initial transactions, unless otherwise is expressly agreed, and make the refund once the Seller has received the returned goods or once you have proved having sent the goods back, whichever is earlier. You must return the goods without an undue delay, but in any event within 14 days of the date of sending the withdrawal notice. Alternatively, the goods may, within the same time limit, be returned in person at the notino.fi, Notino, Stará Pošta, VGP park hala II., ZIP 664 61 Rajhrad, Czech Republic. You shall assume any direct costs for the return of the goods. The aforementioned deadline is thought to be complied with as long as you send the goods back to the Seller prior to the expiry of the 14-day period. You will be responsible for the reduction in the value of the goods caused by the handling of the goods in a manner, which exceeds the acceptable familiarization with the nature, and properties of the goods, including their function.

Pursuant to Section 11 of the Distance and Off-Premises Contracts Act (SFS 2005:59), the right of withdrawal shall not apply to contracts which a

1. relate to services which have been performed with the Consumers express prior consent prior to the expiry of the period allowed for the cancellation of the contract, and the businessperson had informed the Consumer, prior to the conclusion of the contract, that in this case they shall not have the right to cancel the contract;
2. relate to the supply of goods or the provision of services whose price depends on financial market fluctuations beyond the control of the businessperson, which can occur during the period allowed for the cancelation of the contract;

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3. relate to the supply of alcoholic beverages which can be delivered after the expiry of a 30-day period and whose price depends on financial market fluctuations beyond the control of the businessperson;
4. relate to the supply of goods which have been customized according to the needs of the Consumer or for their own use;
5. relate to the supply of perishable goods or goods which, once delivered, have been mixed with other goods in an irreversible manner;
6. relate to urgent repairs and maintenance carried out at the place specified by the Consumer and at their request, with the exception of the subsequent provision or performance of other repair services or the delivery of spare parts the Consumer had not requested;
7. relate to the supply of goods in a sealed package which was removed from the package by the Consumer and which cannot be returned out of hygienic concerns;
8. relate to the delivery of audio-visual recording or computer software if the Consumer has broken the original seal;
9. relate to the delivery of newspapers, magazines or other periodicals;
10. relate to accommodation services, transportation, provision of meals or leisure time services, if these services were to be provided on an agreed-upon date and time;
11. are concluded upon the basis of a public auction provided that it is possible to participate in the auction also in another way than by online communication;
12. relate to the supply of digital content not provided on a tangible data carrier, as long as it has been supplied with the prior consent of the Consumer prior to the expiry of the period allowed for the cancellation of the contract, and the businessperson had informed the Consumer that they were not entitled to cancel the contract in this case.

The Consumer is not entitled to withdraw from the contract for convenience in the event of partial consumption of the goods. Furthermore, due to the nature of certain goods withdrawal from the contract is not possible, especially due to hygiene concerns (e.g. lipsticks, creams, mascara, shampoos, conditioners, makeup brushes etc.). If the returned goods are incomplete, damaged or visibly used, the Seller may refuse refund.

6. Withdrawal from the contract by a Purchaser who is not a Consumer

A Purchaser who is not a Consumer is not entitled to withdraw from a contract under Section 10 of the Distance and Off-Premises Contracts Act (SFS 2005:59).

7. Transportation

The costs of packaging and postal services selected by in your order shall be borne by you. These costs are governed by the Sellers price list, published on the [Website](#).

8. Payment conditions

- **Cash on delivery** – you shall pay for the goods upon receipt, either to the mail carrier (courier) or at the post office.
- **Bank transfer** – having received the order (proposal to conclude the purchase contract), the Seller will send you the payment information (amount, account number and the variable symbol for the transaction) and you shall pay for the goods to the bank account of the Seller prior to the shipping of the goods; otherwise the goods will not be shipped (handed over). This method of payment of the purchase price is considered as an advance payment for the purchase price.
- **Payment cards** – a very convenient payment method. Having created the order, you will be forwarded to a secure payment gateway where you can enter the payment data. Once the transaction is authorized, the payment is processed immediately and the goods can be shipped the following business day. The Seller supports the secure protocol 3D Secure and its employees have no access to your credit card data; everything is processed by the bank.

9. Sellers liability - Purchasers who are not Consumers

If you are a Purchaser who is not a Consumer, you are entitled to faulty performance rights due to delay in delivery and/or a defect, which the goods have upon the transfer of the risk to the purchaser for it, even though the defect may become apparent later.

Should the faulty performance constitute a material breach of the contract, you are entitled to the following exclusive remedies:

- a. the removal of the defect in the form of the delivery of a new item or the delivery of a missing item;
- b. the removal of the defect by repair;
- c. a reasonable discount from the purchase price, or
- d. termination of the contract.

You must, in order to be preserved any remedy, without undue delay inform the Seller about the preferred remedy upon giving notice about the alleged breach or defect. You are not entitled to change a noticed remedy without the consent of the Seller. The aforementioned provision does however not apply should it become apparent that the defect cannot be repaired as requested. Should the Seller fail to repair the defect within a reasonable time period or should the Seller inform you that the Seller would not repair the defect, you may claim a reasonable discount from the purchaser price in lieu of the repair, or terminate the contract.

Should the faulty performance constitute a minor breach of the contract, you shall be entitled only to repair of the defect or to a reasonable discount from the purchase price. Until you have informed the Seller of your choice, the Seller may supply missing parts or repair the defect.

Should the Seller fail to repair the defect in due time, or refuse to do so, you may request a reasonable discount from the purchase price or terminate the contract.

You will not be entitled to terminate the contract or to request the supply of a new item unless you return the faulty product to the Seller in its original condition. This provision does not apply

- a. if the condition of the item has changed as a result of an inspection in order to determine the condition of the item;
- b. if you had been using the item before the defect was discovered;
- c. if the situation preventing you from returning the item in its original condition has not been caused by your acts or omissions; or
- d. you had sold the item before the defect was discovered; if this has only happened partially, the purchaser shall return to the seller what they can return, and they shall compensate the seller for the part of the item from which they benefited

Should you fail to notify the Seller about the defect in due time, you lose your right to exercise any remedy due to the defect.

The Sellers liability is limited to the exclusive remedies set out above and the Seller shall under no circumstances be liable to indemnify or reimburse the purchaser for any direct and/or indirect losses or damages suffered by the purchaser because of the Sellers faulty performance of its obligations or defects in the product.

The rights arising from product defects can be claimed at the following establishments of the Seller:

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For sending the goods:
Petra Ptackova/NOTINO
MARKMANDSGADE 4,3.th,
2300 Copenhagen S,
Denmark

The complaint form can be found [here](#).

Once the defective item has been received, a complaint protocol is issued. If the defective item is sent by post, the protocol is sent via e-mail within 24 hours of receipt of the defective item. In the case of personal complaint, the protocol is issued immediately. The complaint is processed immediately. In more complicated cases, which require evaluation, the complaint is processed within 30 days.

10. Sellers liability - purchasers who are Consumers

If you are a Consumer, the Seller guarantees that the goods, upon your receipt of it, is free from defects. The Seller in particular guarantees that the goods upon your receipt of it

- a. has the agreed-upon qualities; in the case of absence of an agreement, the qualities described by the Seller or the manufacturer, or which the purchaser had expected considering the nature of the goods, and based on the respective advertising;
- b. is fit for the intended purpose stated by the Seller, or for the purpose the goods are normally used;
- c. conforms, in terms of quality and workmanship, to agreed-upon samples or models, if the quality of workmanship of the goods has been determined based on a sample or model;
- d. is of the required quantity, size or weight; and
- e. conforms with relevant legal regulations.

You are entitled to lodge a complaint regarding these defects within 36 months from receipt of the goods.

Should a defect become apparent within six months of takeover, it is assumed that the defect existed at the time of takeover.

If the goods do not have the aforementioned qualities, you may request the delivery of a new item, as long as it is reasonable with respect to the nature of the goods. If only a part of the goods is defective, you may only request the delivery of the defective part. If the defective part cannot be replaced, you may terminate the contract. Should it be inadequate considering the nature of the effect, i.e. if the defect can be removed without an undue delay, you are entitled to the removal of the defect free of charge.

The right to delivery of new goods or the replacement of a defective part exists even in the case of a defect that can be removed, as long as you cannot properly use the goods due to reoccurrence of the defect after the goods have been repaired, or due to concurrent defects. In this case, you shall also have the right to terminate the contract.

In the event that you chose to not terminate the contract, or do not claim the right to the delivery of new goods or to have the goods repaired, you may claim a reasonable discount. Furthermore, you will be entitled to a reasonable discount when the Seller is unable to deliver new goods, or to replace the defective part or to repair the goods, as well as in the case when the Seller has failed to repair the goods within a reasonable period of time, or if the corrective steps could cause you major inconvenience.

If it is evident that the goods do not show the properties and quality agreed upon between the parties, the Seller shall bear the costs of transportation of the defective goods to the Seller, and back to the customer.

The rights arising from product defects can be claimed at the following addresses of the Seller:

For sending the goods:
Petra Ptackova/NOTINO
MARKMANDSGADE 4,3.th,
2300 Copenhagen S,
Denmark

The complaint form can be found [here](#).

If asked to do so by the purchaser, the Seller shall confirm in writing the scope and duration of the obligations in the case of faulty performance. If possible, based on the nature of the goods, this declaration can be substituted by a document confirming the purchase of the goods containing the necessary data. Should the purchaser claim its right with respect to faulty performance, the Seller shall confirm in writing the date the right was claimed as well as the repair and its duration.

11. Quality assurance in the case of a Purchaser who is not the Consumer

The Seller does not provide product quality guarantees to purchasers who are not Consumers, unless explicitly agreed between the parties.

12. Prices and offer validity

All prices of products and service are quoted with VAT included. The VAT rate applicable at the moment of shipping shall apply. Should the rate of VAT change during the period prior to the conclusion of the purchase contract (or the shipping of the goods), the purchaser shall be obliged, considering the method of payment they chose, to pay the outstanding balance of the purchase price, or the Seller may send to the purchaser an e-mail containing the notice to provide bank account details, so that the purchase price overpayment balance can be reimbursed. Attached to each shipment is a tax document; all prices of goods, including "special prices" apply while the goods last or until further notice.

13. Discounts and vouchers

The Seller guarantees a variety of discounts (for members, for volume purchased, for friends and family, etc.). Each discount is governed by a specific set of rules.

If a discount or a voucher is used in violation of the applicable rules, the Seller has the right to deny the discount or the use of the voucher. The purchaser shall be duly notified and given the opportunity to have their purchase processed without the discount or voucher.

The terms and conditions of specific discounts are either attached to the discount (as detailed information), or a link to the website is provided where detailed information can be found, or they can be provided upon request. In the event of any dispute regarding the interpretation of the conditions of a discount, the seller's interpretation shall apply.

Each discount or voucher can only be used once, unless explicitly stated otherwise. If used repeatedly, the Seller reserves the right to refuse it.

If a Purchaser who is not the Consumer, with the exception of gift certificates, claims discounts, the Seller reserves the right to refuse the discount or the voucher.

If the value of the gift certificate or voucher is higher than the value of the purchase, the balance is not kept on the certificate, nor is it reimbursed in cash.

14. Personal data protection

None of the personal data provided to the seller will be provided to third parties without the purchaser's consent, with the exception of cases required to perform the purchase contract in accordance with these business terms and conditions. The data will be processed in accordance with German data protection law, to process personal data including name, address, date of birth, phone and e-mail for a period of ten years from the date of the order. This data is used especially for the performance of the purchase contract, order processing and age verification. The seller, as the processor of the data is also the controller of the data; the data will be processed in a secure manner preventing misuse. The purchaser may request at any time by e-mail that their data be changed or deleted. The purchaser may update their data via the website www.notino.se (section "Your account").

Upon the completion of the order, the customer's e-mail will be provided to the company Allegro Group CZ, s.r.o. for the mailing of a rating questionnaire, as a part of the service "Verified by customers". Within ten days, the purchaser will receive a questionnaire allowing them to rate the quality of services and products. The purchaser hereby explicitly agrees with this procedure.

By accessing the website www.notino.se, the purchaser agrees with cookies and pixel tags being stored in their computer.

15. Electronic invoicing

The purchaser will receive an electronic invoice for their order. It can be downloaded at any time via the link sent in the order shipping confirmation e-mail. It can also be downloaded from the user account or it can be requested at any time at info@notino.se.

16. Final provisions

Once delivered to the Seller, the purchaser's order constitutes a proposal to conclude a purchase contract and it shall be filed for the purpose of performance of the contract and further record-keeping. The purchaser is familiar with the individual technical steps leading to the conclusion of the purchase contract due to the ordering process as such. The purchaser has the opportunity to find and correct mistakes made during the ordering process prior to the submission of the order. The costs of the use of communication devices (phone, Internet etc.) during ordering shall be borne by the purchaser. These Terms allow the purchaser their retention and reproduction.

The out-of-court entity in the event of any dispute, or the body in charge of customer complaints, is Allmänna Reklamationsnämnden, www.arn.se visiting address: Kungsholmstorg 5, Stockholm. Postal address: Box 174, 101 23 Stockholm, which can be contacted by Consumers at their website. Furthermore, a dispute can be settled via the respective ODR platform <https://ec.europa.eu/Consumers/odr/main/index.cfm?event=main.home.show&lng=SV>.

Any deviation from these Terms is subject to both parties' written consent. Additional or conflicting conditions of a business partner do not apply to the contractual relationships established in accordance with these Terms.

The Seller may amend or change the provisions of these Terms. This provision does not affect the rights and obligations accrued during the term of effect of the previous version.

These Terms of www.notino.se shall become valid and effective on 1st October 2017.