

Standard Terms and Conditions for Consumer Purchases of Goods Online

Introduction: This purchase is governed by the following standard terms and conditions for consumer purchases of goods online. Consumer purchases online are primarily regulated by the Contract Act, the Consumer Purchase Act, the Marketing Act, the Right of Withdrawal Act, and the E-commerce Act, and these laws provide consumers with non-negotiable rights. These laws are available at www.lovdatab.no (the legal database).

The terms in this agreement should not be understood as limiting the statutory rights but establish the key rights and obligations of the parties in the transaction.

These sales terms have been prepared and recommended by the Consumer Authority. For a better understanding of these sales terms, please refer to the Consumer Authority's guidelines.

1] The Agreement The agreement consists of these sales terms, information provided in the ordering solution, and any separately agreed-upon terms. In the event of any conflict between the information, what has been separately agreed upon between the parties shall prevail, provided it does not contravene non-negotiable legislation.

Additionally, the agreement will be supplemented by relevant statutory provisions that govern the purchase of goods between businesses and consumers.

2] The Parties The seller is Thor-Arne Moen, Fjellstadvegen 8, 2636 Øyer, email: thorarnemoen.art@gmail.com with organization number 985484031. Thor-Arne Moen will be referred to as the seller in the following.

The buyer is the consumer who places the order and will be referred to as the buyer in the following.

3] Price The stated price for the goods and services is the total price the buyer shall pay. This price includes all taxes and additional costs. Any additional costs that the seller has not informed the buyer of before the purchase shall not be borne by the buyer.

4] Conclusion of the Agreement The agreement is binding for both parties when the buyer has sent their order to the seller. However, the agreement is not binding if there have been typographical or typographical errors in the offer from the seller in the ordering solution on the website or in the buyer's order, and the other party realized or should have realized such an error.

5] Payment The seller can request payment for the goods from the moment they are dispatched by the seller to the buyer. If the buyer uses a credit card or debit card for payment, the seller may reserve the purchase amount on the card when the order is placed. The card will be charged on the same day the goods are dispatched. When payment is made by invoice, the invoice will be issued to the buyer upon shipment of the goods. The payment deadline is stated on the invoice and is a minimum of 14 days from receipt. Buyers under the age of 18 cannot pay by subsequent invoice.

6] Delivery Delivery is considered to have occurred when the buyer or their representative has taken possession of the goods. If the delivery time is not specified in the ordering solution, the seller shall deliver the goods to the buyer without undue delay and no later than 30 days after the customer's order. The goods shall be delivered to the buyer's location unless otherwise specifically agreed upon between the parties.

7] Risk for the Goods The risk for the goods passes to the buyer when they or their representative have received the goods in accordance with point 6.

8] Right of Withdrawal Unless the agreement is exempt from the right of withdrawal, the buyer can withdraw from the purchase of the goods in accordance with the Right of Withdrawal Act. The buyer must notify the seller of the use of the right of withdrawal within 14 days from the start of the withdrawal period. The period includes all calendar days. If the deadline falls on a Saturday, holiday, or public holiday, the deadline is extended to the nearest working day.

The withdrawal period is considered to be met if the notification is sent before the expiration of the period. The burden of proof for exercising the right of withdrawal rests with the buyer, and therefore, the notification should be made in writing (withdrawal form, email, or letter).

The withdrawal period begins: • In the case of the purchase of individual items, the withdrawal period runs from the day after the receipt of the item(s). • If

the purchase consists of multiple deliveries, the withdrawal period runs from the day after the receipt of the last delivery.

The withdrawal period is extended to 12 months after the expiration of the original period if the seller does not inform the buyer, prior to entering into the agreement, about the right of withdrawal and the standardized withdrawal form. The same applies in case of the absence of information about the terms, deadlines, and procedures for using the right of withdrawal. If the merchant provides the information during these 12 months, the withdrawal period still expires 14 days after the day the buyer received the information.

When exercising the right of withdrawal, the buyer must return the item to the seller without undue delay and no later than 14 days from the notification of the use of the right of withdrawal. The buyer bears the direct costs of returning the item, unless otherwise agreed upon or the seller has failed to inform the buyer that they must cover the return costs. The seller cannot charge a fee for the buyer's use of the right of withdrawal.

The buyer may test or inspect the item in a reasonable manner to determine its nature, characteristics, and function without forfeiting the right of withdrawal. If testing or inspecting the item goes beyond what is reasonable and necessary, the buyer may be liable for any diminished value of the item.

The seller is obligated to refund the purchase price to the buyer without undue delay and no later than 14 days from the seller's receipt of the buyer's decision to use the right of withdrawal. The seller has the right to withhold the payment until they have received the items from the buyer or until the buyer has provided documentation that the items have been returned.

9] Delay and Non-Delivery - Buyer's Rights and Deadline for Reporting Claims If the seller fails to deliver the item or delivers it late in accordance with the agreement between the parties, and this is not due to the buyer or circumstances on the buyer's side, the buyer may, in accordance with the provisions of Chapter 5 of the Consumer Purchase Act, under the circumstances, withhold the purchase price, demand performance, cancel the agreement, and/or claim compensation from the seller.

In case of claims for breach of contract, the notification for evidentiary purposes should be in writing (e.g., email).

- Fulfillment:

The buyer can insist on the purchase and demand performance from the seller. However, the buyer cannot demand performance if there is an obstacle that the seller cannot overcome, or if performance would entail such significant inconvenience or cost to the seller that it is in significant disproportion to the buyer's interest in the seller fulfilling the agreement. If the obstacles are removed within a reasonable time, the buyer can still demand performance. The buyer forfeits the right to demand performance if they unreasonably delay making the claim.

- Termination: If the seller does not deliver the goods at the agreed-upon time, the buyer should encourage the seller to deliver within a reasonable additional period for performance. If the seller fails to deliver the goods within the additional period, the buyer can terminate the purchase. However, the buyer can terminate the purchase immediately if the seller refuses to deliver the goods. The same applies if delivery at the agreed time was crucial for the conclusion of the agreement, or if the buyer has informed the seller that the delivery time is crucial. If the item is delivered after the additional period set by the consumer or after the delivery time that was crucial for the conclusion of the agreement, a claim for termination must be made within a reasonable time after the buyer became aware of the delivery.

- Compensation: The buyer can claim compensation for any loss suffered as a result of the delay. However, this does not apply if the seller can prove that the delay is due to circumstances beyond the seller's control that could not reasonably have been considered at the time of the agreement, avoided, or overcome.

10] Defects in the Goods - Buyer's Rights and Warranty Period If there is a defect in the goods, the buyer must notify the seller within a reasonable time after discovering it or when it should have been discovered. The buyer has always given timely notice if it occurs within 2 months from when the defect was discovered or should have been discovered. A complaint can be made up to two years after the buyer took possession of the goods. If the goods or parts of them are intended to last significantly longer than two years, the complaint period is five years. If the goods have a defect, and this is not due to the buyer or circumstances on the buyer's side, the buyer can, in accordance with the rules in Chapter 6 of the Consumer Purchase Act, withhold the purchase amount, choose between rectification and re-delivery, claim a price reduction,

terminate the agreement, and/or claim compensation from the seller. Complaints to the seller should be made in writing.

- **Rectification or Re-delivery:** The buyer can choose between demanding that the defect be rectified or requesting the delivery of an equivalent item. However, the seller can oppose the buyer's request if implementing it is impossible or would incur unreasonable costs for the seller. Rectification or re-delivery must be carried out within a reasonable time. In principle, the seller does not have the right to undertake more than two attempts to rectify the same defect.
- **Price Reduction:** The buyer can demand a reasonable price reduction if the item is not rectified or re-delivered. This means that the relationship between the reduced and agreed-upon price corresponds to the relationship between the value of the item in a defective and contractual state. If special reasons warrant it, the price reduction can instead be set equal to the significance of the defect for the buyer.
- **Termination:** If the item is not rectified or re-delivered, the buyer can also terminate the purchase when the defect is not insignificant.

11] **Seller's Rights in Case of Buyer's Breach** If the buyer does not pay or fulfill other obligations according to the agreement or the law, and this is not due to the seller or circumstances on the seller's side, the seller, in accordance with the rules in Chapter 9 of the Consumer Purchase Act, can, under certain circumstances, withhold the goods, demand fulfillment of the agreement, terminate the agreement, and/or claim compensation from the buyer. The seller may also, under certain circumstances, claim interest for late payment, collection fees, and a reasonable fee for uncollected goods.

- **Fulfillment:** The seller can insist on the purchase and demand that the buyer pays the purchase price. If the item has not been delivered, the seller forfeits this right if they unreasonably delay making the claim.
- **Termination:** The seller can terminate the agreement if there is significant non-payment or other significant breach by the buyer. However, the seller cannot terminate the agreement if the entire purchase price has been paid. If the seller sets a reasonable additional period for fulfillment and the buyer does not pay within this period, the seller can terminate the purchase.

- Interest on Late Payment/Collection Fee: If the buyer does not pay the purchase amount according to the agreement, the seller can demand interest on the purchase amount in accordance with the Delayed Payment Interest Act. In case of non-payment, the claim can be sent to collection after prior notice. The buyer may then be held responsible for fees under the Debt Collection Act.
- Fee for Uncollected Non-Prepaid Goods: If the buyer fails to collect unpaid goods, the seller can charge the buyer a fee. The fee should at most cover the seller's actual expenses for delivering the goods to the buyer. Such a fee cannot be charged to buyers under the age of 18.

12] Warranty A warranty provided by the seller or manufacturer grants the buyer rights in addition to those the buyer already has under mandatory legislation. Therefore, a warranty does not limit the buyer's right to claim and demand remedies for delays or defects as outlined in points 9 and 10.

13] Personal Information The data controller for collected personal information is the seller. Unless the buyer consents otherwise, the seller, in accordance with the Personal Data Act, may only collect and store the personal information necessary for the seller to fulfill the obligations under the agreement. The buyer's personal information will only be disclosed to others if it is necessary for the seller to fulfill the agreement with the buyer or in cases prescribed by law.

14] Conflict Resolution Complaints should be directed to the seller within a reasonable time, as specified in points 9 and 10. The parties shall attempt to resolve any disputes amicably. If this is not successful, the buyer can contact the Consumer Council for mediation. The Consumer Council can be reached by phone at 23 40 05 00 or through www.forbrukerradet.no.