



TERMS OF SALE FOR CONSUMER PURCHASES OF GOODS OVER THE INTERNET

Introduction

This purchase is governed by the following standard terms and conditions for consumer purchases of goods over the Internet. Consumer purchases over the Internet are mainly regulated by the Contract Act, the Consumer Purchase Act, the Marketing Act, the Right of Withdrawal Act, and the E-Commerce Act, which provide consumers with non-waivable rights. These laws are available at www.lovdato.no.

The terms of this agreement should not be understood as a limitation of the consumer's statutory rights but rather set out the main rights and obligations of the parties in the transaction.

The terms of sale have been prepared and recommended by the Consumer Authority. For a better understanding of these terms, refer to the Consumer Authority's guide.

1. The Agreement

The agreement consists of these terms of sale, information provided in the ordering solution, and any specifically agreed-upon terms. In case of conflict between the information, the specifically agreed-upon terms between the parties will prevail, provided they do not contradict mandatory legal provisions.

The agreement is supplemented by relevant legal provisions regulating the sale of goods between businesses and consumers.

2. The Parties

Seller: Trøndelag Outfitters AS, Kjøppenvegen 23, 7690 Mosvik, info@tronderrein.no, 46471134, org. 825 402 632, hereinafter referred to as the "seller."

Buyer: The consumer placing the order, hereinafter referred to as the “buyer.”

3. Price

The stated price for the goods and services is the total price the buyer must pay. This price includes all taxes and additional costs. Any additional costs not disclosed by the seller before the purchase shall not be borne by the buyer.

4. Conclusion of the Agreement

The agreement becomes binding for both parties when the buyer submits their order to the seller.

However, the agreement is not binding if there are typographical or input errors in the seller’s offer in the ordering solution of the online store or in the buyer’s order, and the other party realized or should have realized that such an error occurred.

5. Payment

The seller may demand payment for the goods from the time they are shipped to the buyer.

If the buyer uses a credit or debit card for payment, the seller may reserve the purchase amount on the card at the time of ordering. The card will be charged on the same day the goods are shipped.

For invoice payments, the invoice will be issued to the buyer when the goods are dispatched. The payment deadline is stated on the invoice and is at least 14 days from receipt.

Buyers under 18 years of age cannot pay by invoice.

6. Delivery

Delivery is considered completed when the buyer, or their representative, has taken possession of the item.

If the delivery time is not stated in the ordering solution, the seller must deliver the goods to the buyer without undue delay and no later than 30 days after the order was placed. The goods shall be delivered to the buyer unless otherwise specifically agreed upon.

7. Risk of the Goods

The risk for the goods passes to the buyer when they, or their representative, have received the goods in accordance with section 6.

8. Right of Withdrawal

Unless the agreement is exempt from the right of withdrawal, the buyer may cancel the purchase in accordance with the Right of Withdrawal Act.

The buyer must notify the seller of their decision to withdraw within 14 days from the start of the withdrawal period. The period includes all calendar days. If the deadline falls on a Saturday, Sunday, or public holiday, it is extended to the next business day.

The withdrawal period starts:

- The day after the goods have been received for single-item purchases.
- The day after the first delivery for subscription purchases or regular deliveries of identical goods.
- The day after the last delivery for purchases consisting of multiple shipments.

If the seller has not provided information about the right of withdrawal, the period is extended to 12 months.

The buyer must return the goods to the seller without undue delay and no later than 14 days after giving notice of withdrawal. The buyer bears the direct cost of returning the goods unless otherwise agreed.

The seller must refund the purchase amount without undue delay and no later than 14 days after being informed of the buyer's decision to withdraw. The seller may withhold the refund until the goods have been returned.

9. Delays and Non-Delivery – Buyer's Rights and Deadlines

If the seller fails to deliver the goods or delivers them late, and this is not due to the buyer, the buyer may:

- Withhold payment.
- Demand fulfillment of the purchase.
- Cancel the purchase.
- Claim compensation.

Cancellation is possible if:

- The seller does not deliver within a reasonable extension period.
- The seller refuses to deliver.
- The agreed delivery date was crucial for the buyer.

10. Defects in the Goods – Buyer’s Rights and Complaint Deadlines

If the goods have a defect, the buyer must notify the seller within a reasonable time after discovering the defect. A complaint is always timely if made within two months of discovery.

The buyer can complain up to two years after receiving the goods, or five years if the goods are expected to last significantly longer.

If a defect exists, the buyer may:

- Withhold payment.
- Demand repair or replacement.
- Demand a price reduction.
- Cancel the purchase if the defect is not minor.
- Claim compensation.

Complaints should be made in writing for evidence purposes.

11. Seller's Rights in Case of Buyer's Breach of Contract

If the buyer does not pay or otherwise breaches the contract, the seller may:

- Withhold the goods.
- Demand fulfillment of the purchase.
- Cancel the agreement.
- Claim compensation.
- Charge interest on late payments.
- Charge collection fees or fees for uncollected non-prepaid goods.

12. Warranty

Any warranty provided by the seller or manufacturer gives the buyer additional rights beyond those provided by law. A warranty does not limit the buyer's rights under sections 9 and 10.

13. Personal Data

The seller is responsible for processing collected personal data. The seller may only collect and store the data necessary to fulfill the contract. The data will only be shared with third parties when necessary to complete the transaction or as required by law.

14. Dispute Resolution

Complaints should be directed to the seller within a reasonable time. The parties should attempt to resolve disputes amicably. If unsuccessful, the buyer may contact the Consumer Council for mediation at www.forbrukerradet.no.

The EU Online Dispute Resolution platform may also be used: <http://ec.europa.eu/odr>.