

**GENERAL TERMS AND CONDITIONS, Mockfjärds Fönster AB, reg. no. 556519-5723**

*These terms is translated from terms in the Swedish language. If disputes arise about the meaning or the interpretation, the Swedish terms shall in all matters represent the actual meaning of the terms. These general terms and conditions are based on Sweden's Consumer Sales Act (1990:932) (Konsumentköplagen) as purchases primarily concern the purchase of products from Mockfjärds intended for installation and assembly as a part of Mockfjärds' fulfilment of the agreement on the purchase of the products.*

**1 Parties**

These general terms and conditions are applicable to all purchase agreements for windows, doors and associated products between the seller, Mockfjärds Fönster AB, reg. no. 556519-5723, hereinafter "Mockfjärds", and private individuals as customers, hereinafter "customer". Hereinafter, the customer and Mockfjärds are referred to jointly as "parties" and separately as "party". If the purchase has been initiated or mediated by Mockfjärds' contracted agent, such as a sales agent, this agent is not considered the customer's counterpart, rather Mockfjärds is always the customer's seller.

**2 Quotations, etc.**

Order inquiries or quotations issued by Mockfjärds are always subject to the stipulations of these general terms and conditions and are always provided by Mockfjärds on a preliminary basis. They are only binding provided that they are based on correct and complete information but never for more than one month after the date of issue unless the quotation specifies otherwise. Furthermore, the customer declares that they are aware that as standard, prior to entering into an agreement, Mockfjärds performs a credit check on the customer, the outcome of which can result in it not being possible to offer the customer an agreement as per the previously issued quotation should the credit check provide reason to assume that the customer will not be able to fulfil the agreement.

**3 Agreement**

Once the customer has signed the agreement or otherwise placed an order, such as by the use of an electronic signature or via Mockfjärds' website or email, the agreement is binding for the customer. The agreement is binding for Mockfjärds only after Mockfjärds has issued an order acknowledgement, or other written or electronic form of confirmation, to the customer. Such an order acknowledgement or confirmation of the agreement is never valid unless it has been issued by, or approved by, an authorised representative of Mockfjärds. Should the customer's confirmation of the agreement deviate from the order inquiry or quotation, whether through addition, amendment or reservation, the customer's confirmation shall always only be considered a new order inquiry for Mockfjärds to accept or reject. Should the customer not consider the agreement confirmation from Mockfjärds to be in accord with the order, or to contain other errors or deviations, it falls to the customer to inform Mockfjärds of the circumstances without delay in order to avoid a binding agreement coming into force as per the agreement confirmation from Mockfjärds. Once the parties have entered into an agreement, the agreement then applies between the customer and Mockfjärds as per the order, the order confirmation and these general terms and conditions (hereinafter jointly referred to as the "Agreement"). In addition, other regulations or instructions, such as manuals and/or specific guarantees from Mockfjärds, are applicable between the parties and to the Agreement. Further additional regulation of the Agreement shall primarily comprise Sweden's Consumer Sales Act (1990:932) (Konsumentköplagen) to the extent it is applicable and as regards the delivery and assembly of products. The contractual relationship between the parties is also subject where applicable to Sweden's Consumer Credit Act (2010:1846) (Konsumenttjänstlagen) and any other applicable provisions of mandatory legislation. Should the Agreement deviate from legislated regulations, the Agreement shall still take precedence in any application, provided that the

concerned legislated regulations are not mandatory to the customer's benefit.

**4 Supplementary measurements**

Following the entering of the Agreement, as standard Mockfjärds takes supplementary measurements in preparation for the manufacture and installation of the order. This may result in adjustments to some measurements or dimensions in relation to the agreement confirmation, of which the customer will be informed. Provided these adjustments are of a limited nature or extent, Mockfjärds reserves the right to make such adjustments and then simply communicate them to the customer, without a new agreement being entered into between Mockfjärds and the customer and without the customer needing to approve the adjustments. In cases where following this communication the customer has an opinion on the adjustments resulting from the supplementary measurements, it falls to the customer to inform Mockfjärds in writing of any objections to these adjustments, if the customer does not accept them.

**5 Distance contracts and withdrawal rights**

If the customer's purchase from Mockfjärds has been made such that the purchase falls under Sweden's Act on Distance and Off-premises Contracts (2005:59) (Lagen om distansavtal och avtal utanför affärslokaler), the stipulations of said act apply to the purchase. The customer then has the right to withdraw from the purchase within fourteen days of the customer placing the order. More information about this can be found below under Section 26 and on the Swedish Consumer Agency's (Konsumentverkets) website, [konsumentverket.se](http://konsumentverket.se).

**6 Sales to commercial entities**

If the customer who is a party to the Agreement is a legal entity, the Agreement shall instead of that which is set out above be wholly and fully regulated by the terms and conditions of the Agreement, after which Sweden's Sale of Goods Act (1990:931) (Köplagen) shall apply as additional regulation where applicable as regards the delivery and assembly of goods. Should the Agreement deviate from legislated regulations, the Agreement shall still take precedence in any application. In addition, Mockfjärds' special terms and conditions for sales to legal entities shall apply, as well as the Swedish general regulations for the purchase of goods for commercial construction activities; *ABM 07 – Allmänna bestämmelser för köp av varor till yrkesmässig byggverksamhet*.

**7 Price**

Mockfjärds applies the normal fixed price to the customer's purchases, with reservation for the price adjustments stipulated in the Agreement as well as in these general terms and conditions. Mockfjärds' quoted price is based on the customer's description of the job and the necessary materials, with the customer being strictly responsible for the information and instructions provided and for any additional costs incurred due to inaccurate information. Work or materials that are not explicitly specified in the Agreement or the job description are never part of Mockfjärds' undertaking. If the price is not specified in the Agreement, the customer shall instead compensate Mockfjärds in a reasonable amount.

### **8 Payment through financing or instalments**

In cases where an instalment plan, or other form of delayed payment plan, is in place for the customer, this shall be clearly stipulated in the Agreement. If the customer has signed a separate agreement for payment by instalments, or financing through an external party, the special terms and conditions concerning such arrangements currently applied by Mockfjärds or the external party apply. Should the customer dispute or fail to make payment as per the Agreement, whether to Mockfjärds or the external party, the customer forfeits their right to delayed payment or the agreed instalment plan with immediate effect, at which point the customer shall instead pay Mockfjärds' quoted deposit and/or final invoice.

### **9 Times**

Mockfjärds offers no particular deadline for delivery or assembly as per the Agreement, unless otherwise clearly stipulated in writing in the Agreement. Mockfjärds does, however, normally provide an estimated delivery date in the agreement confirmation, although this is only to be considered preliminary due to the fact that Mockfjärds' deliveries and assembly are dependent on subcontractors, whose times for completion cannot be guaranteed by Mockfjärds. Mockfjärds shall, however, fulfil its obligations to the customer within reasonable time from the date of the agreement confirmation, based on the nature and the scope of the undertaking. Mockfjärds cannot be held liable by the customer for delays, provided that Mockfjärds has fulfilled its obligation within what can be considered reasonable time. If Mockfjärds has provided particular times, Mockfjärds is responsible for these times and shall have completed its assignment and remain available for a final look-over or final inspection at the end of this time. The time for completion shall, however, be extended to the extent alteration and additional work (conducted afterwards), hindrances or other circumstances attributable to the customer have caused delays or extra work. It falls to the customer and to Mockfjärds to inform the other party of any delays or hindrances that arise, and which can be assumed to cause a delay for a party, in order to limit the damage to the other party.

### **10 Mockfjärds' delivery of the products**

Mockfjärds undertakes to deliver, as per the customer's order and to the delivery address, windows, doors and other associated products as per the Agreement (hereinafter jointly referred to as the "products") to the customer. The products are considered handed over and delivered once they are in the customer's possession, at which point the customer bears any risks associated with the products. In the event of damage incurred during transport to the customer, the customer shall always report this to the carrier engaged by Mockfjärds immediately and within no more than three days of delivery, or otherwise within the deadline the carrier conveys to the customer in conjunction with delivery, in order to enable Mockfjärds to request that the carrier deal with the damage. Should the customer fail to fulfil this obligation, Mockfjärds is not responsible for damage incurred during transport unless otherwise regulated by Sweden's Consumer Sales Act (1990:932). The customer shall, as soon as possible after receiving the products, carefully inspect the products and, should the customer find any fault with, shortcoming in or damage to the products or packaging, immediately and within no more than three days also report this to Mockfjärds.

### **11 Assembly**

If Mockfjärds shall, as per the Agreement and on behalf of the customer, assemble the products, this is hereinafter referred to as "assembly" of the products and concerns assembly specially ordered by the customer and stipulated in the Agreement. If the customer's order does not include assembly, this is instead to be arranged by the customer, with all costs and responsibility falling to the customer. If the customer's order also includes assembly, this is conducted by Mockfjärds, following agreement with the

customer on the time at which this is to be done, through the efforts of suitably qualified professionals. Mockfjärds always has within the bounds of this undertaking the right to engage subcontractors, for whose work Mockfjärds assumes full responsibility. It falls to the customer to compensate Mockfjärds for the costs of assembly specified in the Agreement or otherwise as per the current price list for assembly. Mockfjärds has the right to decide on the suitable assembly in the performance of its undertakings for the customer as well as the right to compensation in addition to the price specified in the Agreement, as per the stipulations of the Agreement. Mockfjärds shall conduct the work to a professional standard and with the necessary attention to the customer's interests as well as consult the customer to the extent necessary and where possible, such as if during the assembly work assembly proves not to be of reasonable benefit to the customer, if existing buildings and installations are not fit for purpose or of a professional standard, or if costs for necessary alteration and additional work will be unreasonably high. In conjunction with assembly, the customer, or a representative appointed by the customer, shall be on hand at the assembly time agreed with Mockfjärds to ensure that Mockfjärds, through its own employees or its business partners, has unrestricted access to the necessary areas for the assembly work. The customer shall also have before this time removed any belongings and other items, as well as ensured that the work area is in a suitable condition for Mockfjärds to complete its assembly work. The customer also gives Mockfjärds the right to without charge use the building's electricity, water and wastewater systems, as well as the right for Mockfjärds to use an available toilet. Should Mockfjärds not receive such unrestricted access at the agreed time, Mockfjärds has the right to invoice the customer for any additional costs incurred by Mockfjärds as a result of the assembly work being delayed due to the customer. Any changes to the assembly time must be communicated by the customer at least five working days before the agreed time and must be communicated in writing to Mockfjärds at [service.center@mockfjards.se](mailto:service.center@mockfjards.se) with reference to the concerned order. It always falls to the customer, with the customer assuming all responsibility and costs, to arrange any repairs, such as painting, polishing or wallpapering, and other restoration of buildings and other facilities, that may prove necessary following reasonable destructive measures on the part of Mockfjärds during its assembly work in the fulfilment of the Agreement. Accordingly, Mockfjärds' undertaking regarding assembly never includes restorative measures other than those required in direct connection with the assembly of the products. During the assembly work, Mockfjärds shall, however, consider the customer's interest in destructive measures being taken only when required and only to the extent necessary.

### **12 Alteration and additional work**

Mockfjärds always has the right to compensation for alteration and additional work. An agreement on alteration and additional work shall be reached between Mockfjärds and the customer as soon as possible after such a need is identified by either party. The customer's order for such work need not be made in writing, although the parties are agreed that this should be the case whenever possible. Confirmation by text message, email or signed logbook entry or the like shall always be considered confirmation in writing. If no separate price agreement is reached, Mockfjärds' alteration and additional work is conducted on a current account as per Mockfjärds' currently applicable price list. If in conjunction with Mockfjärds' assembly work the need comes to light for alteration and additional work in order for Mockfjärds to continue or complete its obligations, Mockfjärds has the right to request a decision from the customer and to put the continued work on hold while awaiting this decision, regardless of the status of the assembly work. However, in certain cases Mockfjärds may instead, at the customer's cost, conduct alteration and additional work even without first obtaining instructions from the customer, as per the applicable legislation and, for example, to prevent

damage. Mockfjärds has the right to invoice the customer separately for alteration and additional work, following its completion, with payment due from the customer within ten days.

### **13 The condition of the buildings**

Mockfjärds is never responsible for existing faults in the customer's buildings or installations, nor for imminent faults, damage or shortcomings. Nor is Mockfjärds responsible for, and never guarantees the absence of, asbestos or other substances hazardous to humans or the environment in the concerned buildings before the assembly work as per the Agreement has begun. Furthermore, Mockfjärds has the right to refuse to continue work upon the discovery of installations that are not of a professional standard or that breach the applicable building regulations, or the discovery in the buildings of substances hazardous to humans or the environment, with the consequence that assembly may demand supplementary and expensive measures, such as decontamination, or that cannot be considered fit for purpose. In such circumstances, Mockfjärds shall temporarily interrupt its work and inform the customer of the situation and request the customer's instructions. If the customer cannot be reached, or if the customer does not provide Mockfjärds with clear instructions within reasonable time, the work will be interrupted indefinitely. However, this does not apply if there is reason to assume that the customer would like the necessary work to be conducted, or if there is a risk of damage if the necessary measures are not taken. Mockfjärds then has the right to instead, at the customer's cost, conduct necessary and in terms of costs reasonable measures, at which point the customer is obligated to compensate Mockfjärds for these costs. Should Mockfjärds interrupt assembly that has begun on the basis of the stipulations set out above, Mockfjärds always has the right to compensation for any measures already taken, as well as for alteration and additional work or other costs attributable to the concerned situation. If temporary measures are required during or after the completion of the work, Mockfjärds can, as per a separate agreement, conduct them. However, if such measures are taken, they are always to be considered deviations approved and desired by the customer and a departure from Mockfjärds' otherwise general requirement for work of a professional standard.

### **14 Special terms and conditions concerning brick and plaster façades and wet rooms**

If the concerned order includes the delivery and assembly of goods for a building with plaster or brick façades and/or in wet rooms, the following apply. Mockfjärds generally advises against the replacement of windows or doors, that is, their assembly, solely through the efforts of Mockfjärds when such assembly involves plaster or brick façades or wet rooms. This is due to the damage to the surrounding façade and materials that can occur during assembly, even if such damage can most often be avoided by Mockfjärds' work methods and provided that the façade is in good condition in terms of its construction. Should the customer still order assembly involving plaster or brick façades or wet rooms, the customer is responsible for a suitably qualified professional being consulted, prior to the assembly work being performed by Mockfjärds, in order to determine the condition of the building in this respect. Following the assembly, the customer is also obligated, at their own cost, if they consider it necessary and to prevent damage, to arrange for supplementary inspections and any necessary measures required to achieve full functionality, such as in terms of waterproofing. Moreover, Mockfjärds frees itself from liability, and issues no guarantees, for possible damage to façades or wet rooms, or surrounding materials, as set out above, that may arise in conjunction with or following the assembly work. Accordingly, under this Agreement the customer declares themselves to have been informed about these matters, prior to the order being placed, and to have still chosen to order the concerned assembly with the associated risk and to have

therefore accepted that they may not pursue any claims against Mockfjärds concerning any such damage.

### **15 Final look-over**

Normally, there is no formal final inspection of Mockfjärds' assembly work. Instead, if the customer so wishes and participates, following completion there is a final look-over with the customer, after which the customer signs the inspection report and the installation is considered completed. All faults, shortcomings and possible differences of opinion that the customer considers remaining, as well as any other known customer claims regarding faults and shortcomings or other matters, shall be noted by the customer in the inspection report. If Mockfjärds or the customer so requests, following or instead of the final look-over, a formal final inspection can be conducted, at the cost of the party making the request, by an inspector that both parties have approved and who is preferably licensed. If a final inspection is conducted, Mockfjärds' undertaking is considered completed provided the assembly is approved during the final inspection. If no final look-over or final inspection takes place, or if for some other reason the inspection report has not been signed by the customer, Mockfjärds' assembly is considered completed and handed over once Mockfjärds has left the work area.

### **16 Payment**

A deposit shall be provided in accordance with the payment terms set out in the issued deposit invoice. Mockfjärds always has the right to use the deposit to cover damages caused by any customer breach of the agreement. Should the customer fail to pay the deposit invoice by the due date, Mockfjärds always has the right to cancel the Agreement and cancel delivery, without the customer being entitled to pursue any claim against Mockfjärds as a result. The customer is then liable to compensate Mockfjärds for any costs incurred as a result. This also applies should the customer cancel the purchase before the products have been delivered. Any outstanding balance, once the customer has paid the deposit invoice, including any compensation for alteration and additional work if not invoiced separately, shall be paid by the customer in the amount and under the payment terms set out in the final invoice issued by Mockfjärds, normally following delivery and assembly. In the event of any fault or shortcomings in the products or assembly, the customer is always obligated to pay a reasonable amount of the final invoice. If payment is made after the due date, the customer shall pay any statutory late payment interest and any statutory reminder and/or debt collection fees. Should Mockfjärds' work as per the Agreement be cancelled for any reason attributable to the customer, such as due to substandard existing installations, the presence of environmentally hazardous substances or any other reason, Mockfjärds always has the right to compensation from the customer for the products and for any accumulated assembly costs, as well as for any other costs associated with the cancellation.

### **17 Tax rebates for repair, conversion and extension work**

Any tax rebate (In Swedish; "ROT-avdrag") (for repair, conversion and extension work) specified in the Agreement is always only preliminary. Normally, the preliminary rebate is calculated using the invoice model on the basis of the invoice issued by Mockfjärds for assembly costs and/or alteration and additional work. Should the Swedish Tax Agency (Skatteverket), for reasons attributable to the customer, reject the disbursement in part or in full, or should liability to reimburse the disbursed sum burden Mockfjärds, the customer is liable to compensate Mockfjärds in the corresponding amount. Mockfjärds has the right to invoice the customer for this additional amount immediately, with payment due within ten days.

### **18 Rights of the products and transfer of ownership**

Products not yet installed that Mockfjärds has delivered to the customer remain Mockfjärds' property with full repossession

rights until the products and their assembly have been paid in full by the customer. The customer is not entitled to transfer any rights or obligations, including guarantees, under the Agreement to any other party without prior written consent from Mockfjärds.

#### **19 Complaints and limitation period**

Complaints about products or assembly must be made within reasonable time and no later than two months after the customer has discovered or ought to have discovered the fault. The customer is entitled to complain about the products for a period of no more than three years from the date that the customer received the products; please refer to Paragraph 23 of Sweden's Consumer Sales Act (1990:932) (Konsumentköplagen). If the customer lodges a complaint about a fault for which Mockfjärds is not responsible under the Agreement, the customer is responsible for any costs, including those for troubleshooting and investigation, incurred by Mockfjärds as a result of the complaint.

#### **20 Penalties for faults caused by Mockfjärds**

If the event of a delay or fault caused by Mockfjärds in its relationship to the customer, the customer may claim redress, primarily in the shape of the rectification of the fault in a suitable manner, such as the fulfilment and completion of Mockfjärds' obligations within reasonable time, the rectification of faults or the replacement and renewed delivery of products. For the applicable legislation, Mockfjärds refer to Sweden's Consumer Sales Act (1990:932) (Konsumentköplagen). Regarding the customer's right to cancel the purchase, and any associated compensation, due to a fault or a delay, Mockfjärds refer to the same act. In the case of faults or a cancelled purchase, the customer is not, however, entitled to any compensation other than that set out in the applicable legislation. In the event of delayed delivery or assembly on the part of Mockfjärds, and where the delay is not due to the customer or any circumstance on the part of the customer, the customer is entitled to withhold payment in relation to Mockfjärds corresponding to the extent of Mockfjärds' undertaking that is yet to be fulfilled by Mockfjärds. In the event of a fault or delay on the part of Mockfjärds, the customer never has the right to pursue claims against Mockfjärds other than those arising from the Agreement or the applicable legislation. In addition, Mockfjärds and the customer have separately agreed that under no circumstances does the customer have the right to pursue claims against Mockfjärds for business losses or other indirect damages that Mockfjärds is considered to have caused the customer.

#### **21 Exemption from liability and force majeure**

Mockfjärds is not responsible for damages or losses incurred by the customer due to incorrect storage of the products or assembly conducted by the customer, nor for improper use or use in breach of directions or instructions. Nor is Mockfjärds ever liable to compensate indirect damages or losses, operating losses, or lost profits, production losses, losses resulting from failed or cancelled agreements with a third party or similar losses. And nor is Mockfjärds liable for faults or interruptions that can be attributed to other service providers. Moreover, Mockfjärds is exempt from liability in relation to the customer in the performance of its obligations under the Agreement in the case of more serious events outside Mockfjärds' control. These include, but are not limited to, fire, war, military intervention, pandemic or government action resulting from such circumstances, rioting, strikes, lockouts, natural disasters, including lightning strikes and floods, major outages in or disruptions to technical or IT systems that Mockfjärds could not have avoided or dealt with without incurring unreasonable costs, or that Mockfjärds could not have possibly foreseen when entering into the Agreement.

#### **22 Changes/amendments and messages, etc.**

Changes and/or amendments to the Agreement or other contract documents shall always be made in writing in order to apply

between the parties, other than in the case of the exceptions related to alteration and additional work set out above. Confirmation by text message, email or signed logbook entry or the like shall always be considered to fulfil the requirement for a written message. When Mockfjärds has informed the customer of the need for or completion of alteration and additional work, hindrances or other important details or information, it falls to the customer to respond to the message should the customer not share Mockfjärds' view as expressed in said message. If the customer shares their household with another adult of legal age, said adult has the right to enter into binding agreements on behalf of the customer, unless otherwise specified by the customer before the Agreement was entered into.

#### **23 Personal data and marketing**

The customer approves and consents to any personal data provided to Mockfjärds being processed by Mockfjärds in order to fulfil the Agreement or obligations arising from legislation or other statutes. Furthermore, the customer has been informed about, and consents to, their personal data possibly being used for market analyses and statistical analyses as well as for evaluating and providing information about services and products. Personal data may also be processed for marketing purposes by both Mockfjärds and Mockfjärds' business partners. The controller is Mockfjärds, which in its personal data processing complies with the applicable data protection legislation (GDPR). Should the customer object to their personal data being processed by Mockfjärds for any of the specified purposes, the customer can at any time inform Mockfjärds of this objection in writing. Should any inaccuracies be found in the personal data, or any breaches in the processing of said data, the customer is kindly asked to contact Mockfjärds as soon as possible. For other matters regarding the storage, handling or amendment of personal data, the customer is kindly asked to refer to Mockfjärds' website, [www.mockfjards.se/datapolicy](http://www.mockfjards.se/datapolicy), or to contact Mockfjärds. Mockfjärds has the right, in conjunction with delivery or assembly, to set up signs for marketing purposes, as well as to use images and documentation from its assembly work in its marketing, provided the customer has not prior to signing the Agreement objected to such activities.

#### **24 Insurance**

Mockfjärds undertakes to take out and maintain liability insurance and comprehensive insurance for damages incurred under the Agreement with the customer. Such insurance shall be maintained for at least two years after the job's completion. It also falls to the customer to arrange for and maintain insurance cover for the storage and assembly areas for the prevention of economic damage to the customer as well as such damage that Mockfjärds may cause and/or be liable for.

#### **25 Rights**

Drawings and other technical documentation that a party has handed over to the other party always remain the property of the first party. Such material may only be used by or disclosed to third parties if this is necessary for the performance of the Agreement.

#### **26 The customer's right to withdraw**

If the customer's purchase from Mockfjärds has been made such that the purchase falls under Sweden's Act on Distance and Off-premises Contracts (2005:59) (Lagen om distansavtal och avtal utanför affärslokaler), said act shall apply to Mockfjärds' sale. The customer then has the right to withdraw from the purchase as per said act, which means by informing Mockfjärds by letter or email to [service.center@mockfjards.se](mailto:service.center@mockfjards.se). Such withdrawal must be made in writing and make clear that the customer wishes to cancel the Agreement. A standard form for exercising the right to withdraw is also available on the website of the Swedish Consumer Agency (Konsumentverket), [www.konsumentverket.se](http://www.konsumentverket.se). The written notification shall be

handed over or sent to Mockfjärds within fourteen days of the day specified in Section 2, Paragraph h 12 of the above act (withdrawal period). The customer hereby declares that they are aware of, and approve, a withdrawal period of no more than fourteen days from the customer's order as the agreement concerns goods that will be tailor made to the customer's specifications. However, through the Agreement the customer consents to Mockfjärds beginning the manufacturing process, and any assembly, as per the Agreement and before the statutory withdrawal period has ended. Should the customer exercise their withdrawal right, they are therefore obligated to compensate Mockfjärds for production and delivery costs, as well as other costs such as the decrease in value of the products, to the extent that this is due to the customer handling the products more than is necessary to determine the qualities or function of the products, together with a proportionate share of the agreed price for any work conducted before the customer exercised their right to withdraw. Should the customer exercise their withdrawal right, Mockfjärds will refund the amount to which the customer is entitled within fourteen days of the day that Mockfjärds received the customer's notification to cancel the Agreement, provided that the customer has returned the concerned products or presented proof that the concerned products have been shipped in return. The customer's return shipping is paid by the customer, and should the customer exercise their withdrawal right, they ought to contact Mockfjärds as soon as possible to discuss how the products are to be returned. If the products have been assembled or otherwise installed at the customer, and the customer wishes to disassemble the products to avoid payment liability, the customer shall pay the costs for disassembling the products and accept responsibility for such disassembly being conducted correctly, with the disassembly conducted by a suitably qualified party or by Mockfjärds, in which case the actual costs are to be paid. For further information about the statutory right of withdrawal, the customer is referred to Sweden's Act on Distance and Off-premises Contracts (2005:59) (Lagen om distansavtal och avtal utanför affärslokaler) and the website of the Swedish Consumer Agency (Konsumentverket), on the web address which was provided above.

#### **27 Disputes, etc.**

The Agreement is subject to Swedish law and any disputes arising out of the Agreement shall be settled in a Swedish general court of law. The customer may also refer any disputed matter to Sweden's National Board for Consumer Disputes (*Allmänna reklamationsnämnden, ARN*) for consideration. The customer is also free to seek advice from a municipal consumer advisor.