



# Standard Sales Conditions for Consumer Purchases of Goods over the Internet

Versjon 2.0 oktober 2015. Updated January 2018

## Introduction:

This purchase is regulated by the Standard Sales Conditions for Consumer Purchases of Goods over the Internet, given below. Consumer purchases via the Internet are regulated primarily by the Contracts Act, the Consumer Purchases Act, the Marketing Control Act, the Cancellation Act and the E-Commerce Act, and these laws provide consumers with mandatory rights. These laws are available (in Norwegian) at [www.lovdata.no](http://www.lovdata.no). The terms of the contract are not to be understood as a limitation on legal rights, but present the parties' most important rights and duties in regard to the purchase.

The Sales Conditions have been created and are recommended by the Norwegian Consumer Ombudsman. For a better understanding of these Sales Conditions, see the Consumer Authority's guidelines at <https://forbrukertilsynet.no/english/guidelines>

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## 1] Contract

The contract consists of these Sales Conditions, information given in the ordering solution, and any specially agreed conditions. In the event of a conflict between pieces of information, precedence goes to what has been specially agreed between the parties, as long as this does not conflict with mandatory legislation.

In addition, the contract will be complemented by relevant statutory provisions that regulate the purchase of goods between traders and consumers.

## 2] Parties

The seller is [Markus Lindstøl Aase](#), [Schweigaards Gate 86 a](#), [mail@kitfaimusic.com](mailto:mail@kitfaimusic.com), 997 475 704, and is designated in the following as the Seller.

The purchaser is the consumer who places the order, and is designated in the following as the Purchaser.

## 3] Price

The stated price for the good and services is the total price to be paid by the Purchaser. This price includes all taxes and additional costs. The Purchaser shall not be charged for any further costs of which the Seller has not informed the Purchaser before the purchase.

## 4] Conclusion of contract

The contract is binding for both parties as soon as the Purchaser has sent the order to the Seller.

However, a party is not bound by the contract if there are orthographical or typological errors in the offer from the Seller in the ordering solution of the online shop or in the Purchaser's order, and the other party realised or should have realised that such an error was present.

## 5] Payment

The Seller may charge the Purchaser for the good from the time it is sent from the Seller to the Purchaser.

If the Purchaser uses a credit or debit card to make the payment, the Seller may hold the funds on the card when the order is placed. The card will be charged on the same day the good is sent.

If the Seller offers post-delivery invoicing, the invoice shall be issued when the good is dispatched. The due date shall be written on the invoice and must be a minimum of 14 days from when the Purchaser receives the delivery.

Purchasers under the age of 18 may not pay via post-delivery invoicing.

## 6] Delivery

Delivery has occurred once the Purchaser or his/her representative has taken possession of the item.

If the delivery time is not stated in the ordering solution, the Seller shall deliver the good to the Purchaser within a reasonable time frame and no later than 30 days after the order is placed by the customer. The good shall be delivered to the Purchaser unless other, special arrangements are made between the parties.

## 7] Product risk

Product risk is assumed by the Purchaser as soon as the item is taken over by the Purchaser or his/her representative in accordance with Section 6.

## 8] Right to cancel

Unless the contract is exempt from the right to cancel, the Purchaser may cancel the order in accordance with the Cancellation Act.

The Purchaser must inform the Seller that he/she will exercise this right within 14 days after the start of the cancellation period. This time limit includes all calendar days. If the period ends on a Saturday, Sunday or public holiday, the period will be extended until the next business day.

The deadline to exercise one's right to cancel will be seen as met if notice is sent before the end of the cancellation period. The Purchaser has the burden of proof for demonstrating that the right

has been asserted, and notice must therefore be submitted in writing (via the cancellation form, email or letter).

### The cancellation period begins as follows:

- In the purchase of individual goods, the cancellation period will begin on the day after the good is/goods are received.
- If a subscription is being sold, or the contract contains the regular delivery of identical goods, the period begins on the day after the first shipment is received.
- If the purchase consists of several deliveries, the period will begin on the day after the final delivery is received.

The cancellation period will be extended to 12 months after the end of the original period should the Seller not inform the Purchaser of the right to cancel and the standard cancellation form before the conclusion of the contract. This will also apply if information on terms and conditions, time limits and procedures for exercising the right to cancel is insufficient. However, if the trader gives this information during these 12 months, the cancellation period ends 14 days after the day the Purchaser received the information.

When the right to cancel is exercised, the good must be returned to the Seller within a reasonable amount of time and no later than 14 days after notice has been given on the intention to exercise the right. The Purchaser must cover the direct costs associated with returning the good, unless otherwise agreed or the Seller has not informed the Purchaser that he/she has to cover the return costs. The Seller may not set fees for the Purchaser's use of the right to cancel.

The Purchaser may check or test the good in an appropriate manner in order to determine the nature, properties and function of the good without affecting the right to cancel. If the checking or testing goes beyond what is reasonable and necessary, the Purchaser may be responsible for any reduction in the good's original value.

The Seller is obligated to pay back the purchase sum to the Purchaser without undue delay, and no later than 14 days after the Seller received notice on the Purchaser's decision to exercise the right to cancel. The Seller has the right to retain the repayment until it has received the goods from the Purchaser, or until the Purchaser has documented that the goods have been sent back.

## 9] Delays and non-delivery: the Purchaser's rights and time limit to make a claim

If the Seller does not deliver the good or delivers it late according to the terms of the parties' contract, and this is not due to the Purchaser or to conditions on the part of the Purchaser, the Purchaser may, in accordance with Chapter 5 of the Consumer Purchases Act, withhold the purchase sum, demand performance of the contract, terminate the contract and/or demand compensation from the Seller, according to the relevant circumstances.

For demands of remedy for breach of contract, notice should be given in writing for the purposes of documentation (e.g. by email).

### Performance

The Purchaser may affirm the purchase and demand performance from the Seller. The Purchaser may not however demand performance if there is a barrier to performance the Seller cannot overcome, or if performance would cause a great disadvantage or expense to the Seller that is out of proportion to the Purchaser's interest in the performance. Should these obstacles be removed within a reasonable amount of time, however, the Purchaser may demand performance.

The Purchaser loses his/her right to demand performance if he/she waits an unreasonably long time to make the claim.

### Termination

If the Seller does not deliver the good at the time set for delivery, the Purchaser shall call on the Seller to deliver within a reasonable additional time frame for performance. If the seller does not deliver the good within the additional time frame, the Purchaser may cancel the purchase.

The Purchaser may however cancel the purchase immediately if the Seller refuses to deliver the good. This also applies to cases in which delivery at the agreed time was a decisive factor in the conclusion of the contract, or if the Purchaser has informed the Seller that the delivery time is a decisive factor.

If the item is delivered after the additional time frame set by the consumer or after the delivery time that was a decisive factor in the conclusion

of the contract, termination must be asserted within a reasonable time frame after the Purchaser was informed of the delivery.

### Compensation

The Purchaser may demand compensation for losses incurred as a result of the delay. However, this does not apply to cases in which the Seller can assert that the delay was due to obstacles outside the Seller's control that could not have reasonably been foreseen at the time the contract was concluded, could not have been avoided or the consequences of which could not have been overcome.

## 10] Defective goods: the Purchaser's rights and time limit to give notice

If the good is defective, the Purchaser must notify the Seller that he/she wishes to invoke the defect within a reasonable amount of time after the defect was discovered or should have been discovered. The Purchaser is always considered to have given timely notice if it occurs within two months after the defect was discovered or should have been discovered. Notice may be given no later than two years after the Purchaser took possession of the good. If the good or parts of it are meant to last considerably longer than two years, this deadline is extended to five years.

If the good has a defect and this is not due to the Purchaser or to conditions on the part of the Purchaser, the Purchaser may, in accordance with Chapter 6 of the Consumer Purchases Act, withhold the purchase sum, choose between repair and replacement, demand a price reduction, demand that contract be terminated and/or demand compensation from the Seller, according to the relevant circumstances.

Notice should be given to the Seller in writing.

### Repair or replacement

The Purchaser may choose between having the defect repaired or the delivery of an equivalent item. The Seller may however oppose the Purchaser's claim if carrying out the claim is impossible or causes the Seller to incur unreasonable expenses. Repair or replacement shall be performed within a reasonable amount of time. The Seller does not as a rule have the right to more than two attempts to cure for the same defect.

**Price reduction**

The Purchaser may demand a suitable price reduction if the good is not repaired or replaced. This means that that relation between the reduced and originally agreed price corresponds to the relation between the item's value in defective condition and the condition according to the original contract. If special circumstances call for it, the price reduction may instead correspond to the defect's impact on the Purchaser.

**Termination**

If the good is not repaired or replaced, the Purchaser may also cancel the purchase in cases where the defect is not immaterial.

## 11] Seller's rights in case of Purchaser's breach of contract

If the Purchaser does not pay or otherwise fulfil his/her duties according to the contract and/or the law, and this is not due to the Seller or to conditions on the part of the Seller, the Seller may, in accordance with the rules in Chapter 9 of the Consumer Purchases Act, withhold the good, demand performance of the contract, terminate the contract and demand compensation from the Purchaser, according to the relevant circumstances. The Seller may also, according to the relevant circumstances, charge interest for late payment, a collection fee and a reasonable fee for uncollected goods.

**Fulfilment**

If the Purchaser does not pay, the Seller may affirm the purchase and demand that the Purchaser pay the purchase sum. If the good is not delivered, the Seller will lose its right if it takes an unreasonably long time to make the claim.

**Termination**

Upon significant non-payment breach or any other significant breach by the Purchaser, the Seller may terminate the contract. However, the Seller may not terminate the contract after the purchase sum has been paid. The Seller may also terminate the purchase if the Purchaser does not pay within a reasonable additional time frame for fulfilment set by the Seller.

**Interest relating to late payment/collection fee**

If the Purchaser does not pay the purchase sum specified in the contract, the Seller may charge

interest on the purchase sum according to the Act Relating to Interest on Overdue Payments. In cases where payment is not made, the debt may be sent for collection after a warning has been issued, and the Purchaser may then be held responsible for fees according to the Act relating to Debt Collection and Other Debt Recovery.

**Fees for uncollected, non-prepaid items**

If the Purchaser fails to collect unpaid goods, the Seller may charge the Purchaser a fee. The fee shall at maximum cover the Seller's actual expenses for delivering the good to the Purchaser. Purchasers under 18 years of age cannot be charged this fee.

## 12] Warranties

Warranties given by the Seller or manufacturer give the Purchaser additional rights beyond those mandatory rights he/she has by mandatory law. Thus, a warranty does not imply any limitation on the Purchaser's right to give notice or make claims in case of delay or defect according to Sections 9 and 10.

## 13] Personal data

The Seller is the party responsible for handling collected personal data. Unless the Purchaser consents otherwise, the Seller may only obtain and store whatever personal data is necessary for the Seller to complete its duties according to the contract. The Purchaser's personal data shall only be given to others if this is necessary for the Seller to fulfil the contract with the Purchaser, or in cases where this is required by law.

## 14] Conflict resolution

Claims must be directed to the Seller within a reasonable time frame in accordance with Sections 9 and 10. The parties shall attempt to resolve any disputes out of court. If this is not successful, the Purchaser may contact the Consumer Council of Norway for mediation. The Consumer Council may be reached on (+47) 23 400 500 or at [www.forbrukerradet.no](http://www.forbrukerradet.no)



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