



## **TERMS & CONDITIONS FOR HIKKI HOT TUB**

### **Scope**

These terms and conditions apply as an agreement between us (Hikki) and you (buyer), i.e. the natural or legal person who enters into a contract under paragraph 3. The following text of the agreement applies unless we have agreed otherwise - in which case such an agreement must be made in writing before a purchase. Where the terms and conditions differ between private and corporate customers, special conditions are set out for business customers as an addition under each paragraph.

### **Parties**

When a contract is concluded between you (the buyer) and Hikki, Hikki is party to the agreement.

Full details for Hikki:

#### **Hikki AB**

South Sandnäset 213  
920 64 Tärnaby

070 – 637 08 20  
info@hikki.se

Org. No. 556909-3486

### **Conclusion of contracts**

When you order from us, a contract of sale (contract) is concluded between you and Hikki. The purchase contract arises by accepting your order and sending a digital order confirmation by email. The contract is saved digitally without an end date.

### **Price**

Prices in the online store are stated in either SEK, DKK, GBP or EUR depending on the region in which the visitor to our website is located and resides. Prices include Swedish VAT of 25%. We have the right to change prices on the website and in other channels without prior to it. The prices that applied when



ordering are the price that applies if you regret or claim your purchase. Prices include shipping within Sweden, the EU and mainland Britain.

The prices for the products are in SEK for customers residing in Sweden, DKK for customers residing in Denmark, GBP for customers residing in the UK and EUR for customers residing in the rest of the EU. The prices for each region are those reflected in the price of each currency. We have the right to cancel, cancel or withdraw a purchase if we notice a discrepancy between currency and delivery address. We have the right to cancel orders where the item is clearly incorrectly priced.

Service such as handling, carrying in and unpacking goods are not included but can be requested and offered separately - contact us for more info.

### **Discounts**

If you have a discount code or other offer, they are only valid under the terms and conditions stated in connection with the presentation of the discount or offer - usually in our newsletters or on our social media, or in email form if you have had personal contact with us. All valid discount deductions are clearly stated at checkout. If you're having trouble activating your discount code, contact us.

### **Withdrawal**

We do our utmost to ensure that you are satisfied with your product, but nevertheless there may be circumstances in which you wish to cancel your purchase, and you have the right to do so under the Distance Contracts Act, without giving any particular reason.. You must contact us no later than 60 days after an order is placed or within 40 days of receiving your delivery - either to the delivery address you have provided or to the agent - in order to use your right of withdrawal. After you have notified us that you wish to cancel your purchase, you will receive a return number that you must mark the packaging with in order for us to identify the return when it has returned to our warehouse. You must return the item within 14 days of using your right of withdrawal.

### **Procedure for the exercise of the right of withdrawal**

After you have announced that you wish to cancel your purchase, return the product(s) in unused and undamaged condition to: DreamLogistics,



Produktionsvägen 10A, 262 96 Ängelholm, +46 36 333 34 45. When returning the product, it must be done in the original packaging in order to avoid damage to the

Should the product not be unused or if it is damaged, Hikki has the right to deduct the amount refunded corresponding to the costs we receive to restore the product to its original condition. However, such a deduction may never be higher than what you have paid for the product.

If you wish to use the right of withdrawal, you must bear the shipping cost of the return of the goods, any incidental costs for third parties (intermediate storage/repacking/logistics/etc) and a fee of 250KR (or the equivalent amount in DKK/GBP/EUR) for Hikki's cost to administer the return. When you return the goods in the original packaging and provide the return shipping, you as the buyer are responsible for the cost, risk and responsibility for the transport.

The refund will be made as soon as possible and no later than 14 days from the date we received your notification that you regretted the purchase. However, we may delay the refund until we receive the item back from you or until you have sent proof that you have returned the item.

### **Exceptions in the right of withdrawal**

The right of withdrawal applies only to individual consumers who purchase the goods for their own private use. For traders, or if the item is mainly used in the course of an economic activity, no right of withdrawal applies.

The right of withdrawal does not apply if the product has been used more than is reasonable to examine it. Keep in mind that you can not use the right of withdrawal if, for example, you have fired and/or bathed in any of the products because it leaves too clear traces of use and then we do not have the opportunity to sell these as new after we have received them in return.

Keep in mind that it is not considered an exercise of the right of withdrawal not to pick up a package or not to receive a delivery.

### **Delivery, transport & damage**

Delivery methods, conditions, delivery time and cost vary by country and type of goods. We deliver to the address you have indicated when ordering. Smaller products, i.e. non-pallet-bound parcel goods, are usually always delivered to



agents. At the time of this contract text we deliver our two bathtubs as well as the pizza oven Faster Greta on pallet to your plot, the rest of the range is delivered as a package to agents.

If the goods are to be carried forward according to your instructions, for example by ferry, independent carrier, etc., we have completed our shipping when it is handed over to this carrier. In this case, be sure to ask the person who receives the goods to inspect it for damage to property before signing the delivery and reloading it. This is important because we are not responsible for any shipping damage or mischief that occurs after the goods have been handed over, and a signed delivery is also a consent that the product is delivered without remarks.

Keep in mind that you must be able to authenticate yourself when you receive the goods or when you collect it from your agent. If you are not able to receive a delivery that is run out to your site, you must fill in a power of attorney that says that you agree that the person who runs out the goods can leave it on your plot without you personally receiving and signing it - please contact us well in advance (at least five working days) and we will arrange a power of attorney that you print and sign. Then attach the power of attorney outdoors somewhere where the person driving out the delivery can clearly see it.

For our large products delivered on pallets to your delivery address, they are unloaded with a tail lift directly adjacent to the vehicle, as close to your plot boundary as the carrier deems it possible. Receipt is not included - but if you want to buy a receipt, it is important that you contact the freight forwarder well in advance of delivery for a price quote and how payment should be made. In the delivery confirmation email you can see which shipping company is driving out your order, you would still not find that information and you can contact us and we will help you sort it out.

Before you sign the shipping document, you have a duty of investigation to ensure that there is no damage to either the goods or the packaging. If this is the case, this must be recorded on the shipping document before signing with your signature. Although transport damage is extremely rare on our products, this can still happen, which is why it is important that you examine the goods so that it is not damaged by transport before you approve the delivery. If damage should have occurred, this must be photodocumented to us within 3 working days before we can apply to the freight forwarder. Should you still



have the misfortune to receive a transport damaged goods, you should point it out to the package agent or carrier, and you should draw up a claim where you will describe the damage and you and the driver must sign the claim. If the transport company refuses liability, please contact us and we will sort it out further.

Should there be no part or article in the shipment, please contact us as soon as possible so we can sort it out.

Should you have any comments on delivery, you must communicate it to us no later than seven days after receiving your delivery. If we have not heard from you within seven days, we assume that the goods have been delivered in the desired way without comment and then there is no possibility of compensation or return due to any freight-related circumstance.

Transportation with a time promise can be booked at an additional cost and that agreement must be made before we order the shipment. An order listing or notice of the desired date in the webshop is therefore counted as a *request*, not a *condition* of delivery - although of course we try to fulfill that request as best we can. Contact Hikki before buying the exact delivery time/date is crucial.

If you do not collect your shipment from your agent, receive the delivery or arrange a power of attorney, the item will be returned to our warehouse and then you will have to bear the costs involved - for example, shipping/administration/staging/etc. Not collecting or receiving ordered goods is not equated with the right of withdrawal. Additional costs for this will be charged to the buyer.

Free shipping applies only to delivery costs *to* you or agents, *not returns* of goods (valid for right of withdrawal as well as exchange). Free shipping is only valid for deliveries where the entire route is classified as a manoconifiable road. In cases where delivery could not be made due to the carrier's assessment of any distance as inaccessible (usually not public road or substandard forest road), you must bear any costs for handling and stock costs of the goods from the terminal the carrier chooses to unload the goods. In this case, you must also pick up the goods at that terminal, or arrange a new transport from terminal to door. Contact Hikki before buying if you suspect that your route is not classified as inoperatic.



Free shipping is only valid within the country.

### **Bytes**

Hikki is not obliged to replace a flawless product, but will do everything we can to try to accommodate you and find a solution that we can both feel satisfied with, if possible. The right of withdrawal is not affected by this. In the event that the goods are to be returned for a change, the terms of paragraph X shall apply, unless otherwise agreed.

### **Payment**

We have a number of different payment options in our webshop, and the terms and conditions differ between the different suppliers, therefore we must refer to the terms and conditions page of the respectful supplier:

: [Klarna](#) | [Paypal](#) | [Shop Pay](#) (Shopify) | [Google Pay](#) |

We only use established, trusted vendors with a long history of handling online payments and e-commerce. Common to all is that payments with credit or debit cards are always made encrypted, therefore you can feel safe to shop from us.

### **Card payment**

In case of card payment, the card will be charged on the day the order begins to be manufactured or packaged in the factory. However, an amount equal to the purchase price will be reserved on the card at the time of the Order.

You must have the right to use the debit or credit card you provide when making your payment.

### **Reservation of ownership**

The goods are our property until we have received full payment from you. If you choose to part-pay your order through Klarna, we will see the property belongs to you, unless Klarna has tested your creditworthiness and approved the purchase, even if the partial payment period is still ongoing.

### **Warranty and complaint**

We provide a 24-month warranty on all products. If you have a problem with your product, you must contact us within 24 months of the time of your order.



In addition to 6 months of statutory consumer protection (Consumer Sales Act § 20a) we provide a warranty of an additional 18 months to private customers, which means a total warranty period of 24 months from the date of purchase. For a business customer, the 6-month warranty period for original defects applies.

You are entitled to a warranty if the product has any manufacturing or material defects and that you have installed it in accordance with the accompanying instructions for use. If you have no user manual, you can download it from the product pages on [www.hikki.se](http://www.hikki.se). Always read the operating instructions before installing or starting to use the product.

If you are entitled to a guarantee, we will, as soon as we can, do any of the following:

(1) repair the product (2) replace the defective product or part with a new or equivalent product or part (3) If option 1 or 2 is not feasible, refund the price of the product at the time of order. Hikki reserves the right to decide which of the three options to use.

Our liability can never be higher than the value of the part that is wrong.

Hikki can never be held liable for indirect damage such as, for example, downtime, loss of profits or turnover or other indirect damage regardless of whether the buyer has been negligent or not.

Please note that the warranty will expire if you make adjustments or modifications to the product without us having approved it in writing or instructing you on how to do so. However, modifications required for any accessory to work do not affect the warranty - for example, you need to screw in the frame of the Bohemen in order to attach the cover or cover.

If you need to send us a product after we have agreed to resolve a warranty issue with a repair, it is important that you package it carefully and in the same way as it was when you received it. We are responsible for all shipping costs (but only if the entire route is a road that is inoperable) in the event of a warranty, whether you are submitting a product or component for repair or if we send you a new product or component from our warehouse.



Keep in mind that the carrier must be able to access your packaging in a simple way, so make sure it's as accessible as possible - preferably in the same place it was unloaded.

### **Personal data management - privacy**

"Personal Data" means any type of information that identifies you as an individual or relates to an identifiable individual, such as name, social security number, postal address, telephone number, email address and card information.

When you order from us, you give us a consent that we may store, manage and use the personal data and data that is reasonable for the customer relationship and for order processing, payment processing, delivery management, communication, information and newsletters.

We also share the necessary data with third parties to fulfill their obligations - a carrier needs, for example, your address and contact information and our order system saves your historical orders, any listing, and so on. We keep the data until further notice and do not use it for any purpose other than in our relationship with you.

If you would like us to remove your contact information or not to send you our newsletters, you can either contact us, and for the newsletters there is a link for deregistration at the bottom of the emails. However, we must keep your information until we have delivered your product and an order confirmation/invoice must be saved in accordance with the Accounting Act, even if we have removed you from our customer register and our recipient list for our newsletters.

### **Choice of law and dispute**

Provided that mandatory law does not provide otherwise, the agreement is governed by Swedish law and disputes shall primarily be settled by mediation where each party appoints a mediator at its own expense. If mediation is not successful, the dispute shall be settled in accordance with Swedish law in Swedish courts.

Where class actions are permitted by national law, the buyer agrees with Hikki that each can only bring a claim against the other party in its own capacity, not as a defendant or a class member in a class action. No arbitrator or judge can





cumulate more than one person's claim or otherwise bring some class action to court unless buyers and Hikki agree otherwise.

### **Hikki's responsibilities**

Hikki disclaims any representations and relationships, express or implied, that are not expressly governed by these Terms or subject to mandatory law. Hikki is not liable for any direct or indirect damage to property, personal injury or property arising from its goods or services or the lack of possibility to use them.

Buyer agrees to indemnify and hold Hikki and its employees, owners and agents harmless from all claims, claims, losses, liabilities and expenses (including attorneys' fees) arising out of or in connection with: (i) Buyer's use of the goods and services or goods and services obtained through Buyer's use of the goods and services, (ii) buyer's breach or breach of any of these terms , (iii) Hikki's use of Buyer's personal information, or (iv) Buyer's violation of third party rights, including third party suppliers.

### **Force Majeure**

We are exempted from delivery if the proper performance thereof is prevented by circumstances beyond our control and which we could not reasonably have anticipated at the conclusion of the contract and the consequences of which we could not reasonably avoid or overcome, such as labour dispute, fire, accident, war, pandemics, decisions of the authority or other relationship that have been beyond our control and which have materially affect our proper performance of the contract.