

# ZUAVE T&C – 2021-12-01

## What does the right to withdraw entail?

We comply with Swedish legislation concerning remote agreements and agreements concluded outside business premises (2005:59). This means that as a consumer, you always have a period of 14 days from the date on which you received the initial delivery to withdraw from the agreement. We will only accept returns if the product has not been used. You are entitled to examine the goods, but they must be returned complete and in unchanged condition, otherwise we will not accept them. If you try to return used goods to us, we will send them back to you. You must also remember to enclose your customer number or social security number with any goods you return to us, as this will help us establish whom they belong to. You are responsible for the cost of returning the goods to us, but you will not be asked to pay the initial invoice you received with your start-up pack.

Please note that the right to withdraw only applies to your product, and not to the ongoing deliveries covered by your subscription.

If you wish to return goods to us, please contact our customer service department on +46 8 509 332 01 to make sure that no more products or invoices are sent to you.

## What does a verbal agreement entail?

As no physical agreement is signed in the context of telesales, an audio recording is made of what the seller and consumer have agreed. This recording carries the same validity as a written agreement, and serves as security for both customer and seller. During the recorded consent process, the seller clearly explains the terms and conditions of the agreement, and informs the consumer when the recording commences.

If you would like to hear the audio recording of your agreement, please contact our customer service department.

## How do I terminate my subscription?

You can, at any time, cancel your subscription. This means that after you have received the number of refill packs you committed to buy when you took out your initial subscription, we will not send you anymore. If you choose not to cancel your subscription, however, it will continue as before, with deliveries at the same intervals.

## 1. General

You can feel confident in your choice! We comply with all applicable laws and regulations in the manufacture and control of our products so as to assure a high level of quality in the products and services we deliver to you.

## 2. Prices and subscription

We market subscriptions with and without a fixed binding period. Subscriptions with an initial fixed binding period continue until terminated after the binding period has expired. It is important that you replace your toothbrush head every month to achieve the best results, so our subscriptions are designed to ensure you never need find yourself without a toothbrush head. All our products are hygienically packaged and sealed. Our subscription products are delivered directly to your mailbox – no need to queue up at the post office or in a shop.

Please check your confirmation of order or your invoice for details of your current agreement.

Use the enclosed invoice to pay for your orders. A freight fee of EUR 4–5 per consignment is added to the price of the products.

## 3. Time and mode of delivery

You will normally receive your delivery within 2–3 weeks of the order date. The products are delivered directly to your mailbox at home (if the parcel is too big, you will receive a note in your mailbox and can then collect the package from your nearest delivery point).

We always have all items in stock so as to ensure fast delivery. If, against all expectations, we are unable to deliver within the agreed time, we will immediately inform you of the reason for the delay and set a new delivery time. In such cases, you are entitled to terminate the purchase of the entire subscription without charge.

## 4. Terms of payment

To pay for our campaign offers, use the invoice you receive with your consignment. Your order number is stated in the confirmation of order sent to you by email. The terms of payment depend on what you purchased, and vary between 20 and 30 days. We would therefore ask you to check the due date on each consignment carefully.

### *Late payment or non-payment*

In case of late payment, a late payment charge of €5 per reminder should be paid along with the agreed interest on overdue payment, namely the reference rate + 2 % per month until the entire debt has been fully paid. In the event of payment of invoices and late payment charges continues to fail, a €15 collection cost will be charged. If the first collection fee is not paid a second collection fee of €5 will be charged. Unless we receive payment or the debt is contested, we will adopt legal measures in the form of an application to legal authorities for an order to pay. Any such procedure may mean further costs for you, as well as a record of court action for non-payment of debt. If we reach an agreement on a payment respite or an installment plan, there will be a charge of €20.

If you have a subscription with a fixed binding period, and you fail to pay an invoice despite having received a reminder, the residual cost of the subscription will fall due for immediate payment.

## 5. Charges

A shipping charge will always be added in the amount of EUR 4–5, depending on the type of postage chosen.

## 6. Right to withdraw

Pursuant to Swedish legislation concerning remote agreements and agreements concluded outside business premises, you, as a customer, have the right to withdraw from the subscription agreement you entered into within 14 days of the date on which the goods were delivered and you received information about your right to withdraw. The right to withdraw does not apply to refill consignments under the subscription. If you, as a customer, wish to exercise your right to withdraw and return the starter pack, please contact our Customer Service department by phone or email. We will only accept returns if the product has not been used. You are entitled to examine the goods, but they must be returned complete and in unchanged condition, otherwise we will not accept them. If you try to return used goods to us, we will send them back to you. You must also remember to enclose your customer number with any goods you return to us, as this will help us establish whom they belong to. You are responsible for the cost of the return shipping.

## 7. Returns or non-collection of consignment

Non-payment for one or more product consignments is not considered termination of the agreement. If you return the product, or if you fail to collect the product, this does not exempt you from your obligation to pay for it. If you would like us to re-send a returned item, we will charge you a return handling fee of EUR 10.

## 8. Warranty and complaints

The right to complain applies to goods that are defective pursuant to the prevailing consumer protection legislation. Customers who wish to claim defects in goods ordered should contact us as soon as possible after discovering said defects, using the contact details listed under “Contact us” below. Complaints submitted within two months of the date on which you discovered the defect will always be considered to have been submitted in time. Customers have a 3-year right to complain.

We always want you, as our customer, to be satisfied. When goods subject to a complaint have been returned and the complaint has been upheld, we will naturally send you a new product free of charge. We will also reimburse you for the cost of the return shipping. We

will do our utmost to complete the process within 30 days of having received the complaint. We reserve the right to reject a complaint if it transpires that the item is not defective pursuant to applicable consumer protection legislation.

## 9. Non-delivery

If you have not received your goods in time, contact our Customer Service department and we will help you to arrange a new delivery.

## 10. Transfer of agreement

SGB is entitled to transfer its rights and obligations under the present agreement to another party, on condition that the acquiring party can be expected to fulfil all SGB's undertakings pursuant to the present agreement. Should SGB transfer its rights and obligations to another party, the acquiring party shall replace SGB as a party to the present agreement. The acquiring party will, in turn, be entitled to transfer its rights and obligations under the present agreement. In the event that rights and obligations under the present agreement are transferred to another party, this will not entail any costs for you as a customer during your current subscription period.

## 11. Age limit

You must be at least 18 years of age to do business with us.

## 12. Dispute resolution

In the unlikely event of a dispute arising, we ask you to write us a letter or an email describing the incident. Make sure to specify your name, address, phone number and order number, as well as the reasons for your complaint.

## 13. Termination

You can terminate your subscription at any time by phone, email or otherwise in writing. If you have a subscription with a fixed binding period, termination will apply as from the expiry date of this period. If you have an ongoing subscription with no binding period, you need to make sure notice of termination reaches us 10 days before the next delivery is due under your subscription.

Non-payment is not considered notice of termination. Returning a parcel does not exempt you from your obligation to pay, see Section 7 above.

## 14. Offers and Campaigns

SGB continuously runs campaigns regarding different products in its range. The special offers may take different forms on different occasions, but a distinguishing feature of the campaigns is that they give customers the chance to try our products free or charge or at a substantial discount in relation to the ordinary price. These special offers and campaigns are limited to one per household. SGB reserves the right to cancel orders without notice if there is suspicion of misuse. If an advantageous campaign offer is utilized more than once per household, SGB reserves the right to debit the customer the full price as from and including the second order.

## 15. Force Majeure

SGB cannot be held liable for the consequences of failing to fulfil certain obligations under the present agreement, if said failure is attributable to liberating circumstances as set out below, and if said circumstance prevents, complicates or delays fulfilment. “Liberating circumstances” include but are not limited to acts or omissions by the authorities, newly adopted or amended legislation, labor market conflicts, blockade, fire, flood, sabotage, large-scale accidents, and comparable circumstances over which the company was unable to exert any control. Force Majeure also encompasses decisions by the authorities that have a negative effect on markets or products, such as restrictions in indication, warning texts, sales prohibitions, abnormal decline in the market, and so on.

## 16. Messages and information about changes

In the absence of any statement to the contrary in our terms and conditions of contract, information from SGB to you, our customer, shall be communicated by letter or email, or enclosed with the consignment. As a customer, you can access general information about our products through other types of material, such as leaflets, brochures, flyers, newsletters and emails.

## 17. Contact us

We are happy to answer any questions you may have about the products, your orders or other issues concerning SGB.

We will respond to enquiries concerning purchases or orders via email on weekdays within 48 hours of having received the enquiry.

If you phone us, your call will be recorded for your peace of mind and to allow us to continue training our staff on an ongoing basis so as to improve our way of working.

## Customer service:

E-mail: [info@zuaverazor.com](mailto:info@zuaverazor.com), Tel: +46 (0)8-509 332 09

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