

Terms & Conditions

Contact Details

Company name: Designtak i Småland AB

Organization number: 556409-9108

Postal address/visiting address: Hammargatan 15, 57433, Vetlanda

Website address: www.designtak.se

Phone number: +46 (0) 383-56 60 01

Email address: info@designtak.se

General Delivery Terms

Applicability

These general delivery terms apply to the extent that no change or addition has been made by written agreement between the parties. For all quantity data, heights, and other dimensions stated on the drawings that were used as a basis for preparing a quote/order, the customer/purchaser is liable if the drawing or measurement has not been prepared by us.

Quotes

Designtak's offer is valid for 60 days unless otherwise stated.

Order Confirmation

Designtak's written order confirmation is binding on the purchaser if no objections are made within 8 days. Any changes can be made within a waiting period of 5 days.

Designtak does not enter into agreements with persons who are not of legal age (under 18 years of age).

Designtak reserves the right to refuse an order.

Manufactured goods

Change Management

A production order is released after the above-described waiting period of 5 working days for production described above, and after this time changes (such as size, delivery date, addresses, etc.) are still possible, but will be charged at 4% of the order value; however, there is a minimum cost of €28 (SEK 300)/occurrence for the costs arising in connection with the modification. The change is considered complete when a new order confirmation is sent to the customer. For an order for which processing has begun, the actual costs for materials and work will also be charged. Delivery times can also be changed at this time. Stock orders are released immediately, and any objections should be raised immediately; otherwise, there is a risk of being charged as above.

Stock Items

Stock items are normally shipped three (3) business days after the order date.

Shipping & Delivery Terms

Delivery Costs

Unless otherwise agreed, delivery will take place DAP to the specified delivery address upon payment of the freight surcharge. Extra shipping costs will be added when delivery information changes after the booking of transport.

Damaged Goods

Upon delivery of the goods, the driver and recipient must inspect the goods together to check that nothing is missing or damaged. If something is damaged or missing, it must be noted on the consignment note before being signed. If this is not done at the time of delivery, the recipient cannot claim compensation for visible damage or missing goods. For non-visible damage and non-visible missing goods, the recipient can request compensation no later than five days after delivery, and this must be done in writing. For international transport, seven days apply. Sundays and other public holidays are not included.

Not Unloaded/Received Goods

In the case of not unloaded/received goods, Designtak reserves the right to charge the customer to cover the costs of shipping and handling. Please note that your goods will remain with the shipping company for approximately 1 week before being returned to Designtak. Any objections regarding the procedures of transport shall be referred to the freight forwarder.

Prices

Unless otherwise agreed, the purchaser shall pay the price stated by Designtak in the order confirmation. In addition to the agreed price, the purchaser must compensate for any VAT incurred thereon. Should there be any export or import fee, tax or other similar levy or changes thereto, or changes in commodity prices or exchange rates occurring after the conclusion of the agreement for the goods, Designtak may, even if the introduction or change in the levy or the change in commodity prices or exchange rates has not been taken into account, change the price accordingly.

Payment

Payment and Interest on Late Payment

Invoicing of goods takes place upon shipment/delivery. Unless otherwise agreed, payment shall be made to Designtak no later than 30 days after the invoice date. If payment is not paid in due time, interest will be charged at 8%. All delivered materials or delivered goods will remain the property of Designtak until full payment has been made. If the purchaser fails, for a reason

for which Designtak is not responsible, to receive the goods on a specified date, payment shall still be made as if delivery had been made in accordance with the agreement. If the purchaser has not paid within three months of the due date, Designtak is entitled to cancel the agreement by written

notification to the purchaser. Designtak then has, in addition to the interest rate, the right to compensation for the damage suffered caused by the delay.

Payment Options

Designtak's payment options include Klarna Checkout, NETS Easy Checkout, Invoice, and Paypal.

Invoice

When paying via invoice, we cooperate with Klarna and NETS Easy Checkout. When you choose to pay by invoice via Klarna, Klarna offers you the possibility to pay 14 days after Designtak has sent the goods for delivery. Klarna assigns its requirements for payment for your purchase to Klarna Bank AB ("Klarna") Klarna will send you a payment instruction when you pay directly to Klarna. In case of late payment, a reminder will be sent to you, and you will be required to pay a reminder fee. If you have spent €5.50 (SEK 60.00) or more, a reminder fee of €5.50 (SEK 60.00) will be added. A default interest rate of 24.00% plus the applicable reference rate will also be added. If no payment is made thereafter, the claim may be handed over for collection, where additional collection costs may be incurred.

What does a partial payment with Klarna cost?

Klarna offers partial payment. For Flexible installments, the minimum amount to be paid is 1/24 of the credit limit used per month, and a credit interest rate of 19.90% applies. When you choose partial payment through Klarna, an administrative fee of €2.70 (SEK 29.00) is also added every month.

Additional Fees

For customers who buy standard products via the website, a shipping/handling fee of SEK 199 will be added. In the case of a manufactured product, there may be additional fees such as shipping and any set-up costs if the product deviates from the standard.

Warranty, Complaints, Returns & Right of Withdrawal

Warranty

The warranty period, which according to ABM 07 is 5 years for glass canopies, is calculated from the delivery date from Designtak. For our manufactured metal sheet canopies, we offer a 10-year warranty. Maintenance must be performed and documented twice a year, spring and autumn for the warrant to apply. See also our **Operation and Maintenance Document**.

Complaints

You as a customer always have the right to complain about defective goods within three (3) years of receipt, provided that you notify us at Designtak of the error within a reasonable time. If you want to complain about a product, contact us at Designtak by email: info@designtak.se, telephone number: +46 (0) 383-56 60 01. Designtak covers the cost of return shipping in the event of an approved complaint. In the event of an unapproved complaint, the customer is responsible for return shipping.

Returns

If you wish to return an item, you as a customer have the right to inspect the item before any return. The examination should be done with caution and not be more extensive than necessary. If you, as a customer, want to return your item, we ask you to return it in its original packaging or an equivalent one. Please note that you, as a customer, are responsible for damage that may occur during transport if you do not use the original packaging when returning from a customer to Designtak. When sending returns from the customer to Designtak, the customer is responsible for damage that may occur during transport if you as a customer do not use the original packaging. The product must also be returned complete unless otherwise agreed with Designtak.

Right of Withdrawal

For private individuals, Designtak applies the Swedish Law on distance and doorstep selling (distans- och hemförsäljningslagen) and the Swedish Consumer Sales Act. According to the Law on distance and doorstep selling, the customer has the right to cancel their purchase within 14 days of receiving the product. If the right of withdrawal is exercised, you as a customer are responsible for return shipping. Designtak would like to draw your attention as a customer to the fact that according to the Swedish Distance Contracts Act, the right of withdrawal does not apply if a product has been manufactured according to the consumer's instructions or has otherwise been given another clear personal touch. Examples of these goods are goods that have been customized according to the customer's wishes; these products are referred to as "Manufactured Goods". If you want to cancel a purchase, contact us at Designtak by email: info@designtak.se, telephone number: +46 (0) 383-56 60 01. If you as a customer do not wish to contact Designtak as above, the Swedish Consumer Agency's web platform can be used. Read more about it ([Here](#)).

Disputes

Consumers

Disputes must primarily be resolved by agreement after discussion with our customer service. If the dispute persists, Designtak I Småland AB (the company) shall apply a so-called alternative dispute resolution. This means that if you as a consumer have a claim that the Company rejects, you have the opportunity to have the matter reviewed by the General Complaints Board, ARN (Allmänna Reklamationsnämnden). The company then undertakes to follow ARN's decision.

Allmänna Reklamationsnämnden Allmänna Reklamationsnämnden Box 174, 101 23 Stockholm.

You can read more about alternative dispute resolution for consumers on the European Commission's website ([Link](#))

Companies

Disputes concerning the interpretation or application of these General Terms and Conditions and related legal relations shall be settled by arbitrators in accordance with Swedish law. If in a dispute, the value of what is claimed clearly does not exceed ten times the basic amount applicable at the time of the request for arbitration according to the Act (1962:381) on General Insurance, the dispute shall be settled by a sole arbitrator appointed by the Stockholm Chamber of Commerce at the request of the party.