

# GENERAL TERMS AND CONDITIONS OF BUSINESS OF Mammut Ajungilak AS

(Valid from: 9. March 2020)

## § 1 Scope and definitions

1. The business relationship between **Mammut Ajungilak AS**, Snøfonna 1, Snøporten 6. floor, 1473 Lørenskog (hereafter the "Seller") and the Customer (hereafter the "Customer") concerning marketplace transactions on [www.mammut.com](http://www.mammut.com) (hereafter the "Online Shop") shall be governed exclusively by the following General Terms and Conditions (hereafter "GTC"), as amended from time to time.
2. The products offered by the Seller in the Online Shop are directed at Customers with delivery address in Norway.
3. The general terms and conditions or any other contractual terms and conditions of the Customer shall not be applicable insofar as they depart from these GTC unless expressly accepted by the Seller in writing.

## § 2 Order processing

1. The Customer may select goods from the Seller's product range and collect them in a so-called "basket" using the "add to basket" button. The Customer may view and make changes to the order data by clicking on the basket symbol in the upper right corner of the screen.
2. As soon as the Customer clicks on the "buy now" button during the order process, he/she/it submits a binding offer to purchase the goods present at that time in the basket (hereafter the "Order").
3. After the Order has been placed, the Customer shall be emailed an automatic confirmation of receipt, which shall once again inform the Customer of the content of the Order. This automatic confirmation of receipt does not yet constitute acceptance of the Order, but rather only documents the fact that the Order has been received by the Seller.
4. The Seller may accept the Customer's Order within 10 working days of the placing of the Order by email to the Customer (hereafter "Declaration of Acceptance"). A contract shall be concluded upon receipt of this Declaration of Acceptance by the Customer.
5. If the Order includes more than one item, a contract shall only be concluded in relation to the items expressly stated in the Declaration of Acceptance.
6. The above shall also apply in the event that the Customer paid the purchase price prior to conclusion of the contract or has already authorised the payment. If in such an eventuality no contract is concluded, the Seller shall promptly give notice of this fact to the Customer (in the event that the contract is accepted in part, along with the Declaration of Acceptance for the deliverable item) and promptly reimburse the advance payment.
7. A contract shall be concluded in the English language. The text of the contract (comprised of an Order, GTC and Declaration of Acceptance) shall be saved by the Seller in accordance with the relevant applicable statutory provisions under Data protection and sent to the Customer by email. If the Customer is registered in the Online Shop, he/she may view his/her/its current orders in his/her personal customer area.

### § 3 Delivery, delivery periods

1. Unless agreed otherwise, delivery shall be made to the delivery address indicated by the Customer. Delivery may only be made to an address in Norway. The Seller shall inform the Customer of the delivery deadline during the course of the order process and in the shipping confirmation.
2. The stated delivery times are estimates and there may be deviations of up to 5 working days.

### § 4 Prices and shipping costs

1. All prices indicated in the Online Shop include value added tax at the applicable rate.
2. Standard delivery is free above an order value of NOK 799.00.
3. The shipping charge for orders under NOK 799.00 is NOK 99.00.

### § 5 Payment methods

1. The Seller shall only accept the payment methods displayed to the Customer during the Order process.
2. In order to protect itself against credit risks in specific individual cases, the Seller reserves the right to refuse specific payment methods.
3. In the event that payment is made by credit card, the credit card account indicated shall be charged upon dispatch of the Order.
4. Any reimbursement of payments shall be made to the payment method used by the Customer in his/her/its Order.
5. The statutory provisions governing default shall apply. In the event that the Customer fails to comply with his/her payment obligations, he/she shall be deemed to be in default upon expiry of the payment term granted without any further reminder and shall pay default interest of 10% per annum. The Seller shall be entitled to charge a reminder fee of up to NOK 146.00 per payment reminder along with further charges, including in particular the costs of any collection procedures.
6. In cooperation with [Klarna Bank AB \(publ\)](#), Sveavägen 46, 111 34 Stockholm, Sweden, we offer purchase on account. The payment is always made to Klarna. More information and Klarna's terms and conditions can be found [here](#).
7. In case of purchase on account, the invoice amount is due for payment to Klarna, the seller's external partner, on the calendar day stated in the invoice (usually 14 calendar days after dispatch of the goods). The invoice conditions can be found [here](#). The payment method purchase on account does not exist for all offers and requires among other things a successful credit check by Klarna. If the customer is allowed to purchase on account for certain offers after credit assessment, the payment is processed in cooperation with Klarna, to which the seller assigns his payment claim. In this case, the customer can only make payment to Klarna with discharging effect. The seller remains responsible for general customer enquiries (e.g. regarding the goods, delivery time, shipment), returns, complaints, declarations of revocation and shipments or credit notes even in case of purchase on account via Klarna.
8. Personal data will be handled by Klarna in accordance with the applicable data protection regulations and in accordance with the information in [Klarna's data protection policy](#).

## § 6 Transmission of invoices

1. Invoices shall be drawn up electronically and sent in PDF format as an annex to the shipping confirmation.

## § 7 Reservation of title; netting; right of retention

1. Within consumer transactions the Seller reserves ownership of the item purchased until the invoice amount has been paid in full. If the Customer is a business operator engaged in commercial or self-employed gainful activity, a legal person governed by public law or a special fund under public law, the Seller also reserves ownership of the item purchased until all outstanding claims under the business relationship with the buyer have been settled. The corresponding security rights shall be transferable to a third party.
2. The Customer shall only be entitled to offset in the event that his/her/its counterclaims have been established by law, are undisputed or have been acknowledged by the Seller. In addition, the Customer shall only have a right of retention if and insofar as his/her/its counterclaim is based on the same contractual relationship.
3. Should the Customer default on any of his/her/its payment obligations towards the Seller, all existing amounts owed shall fall due for payment immediately.

## § 8 Statutory notice concerning cancellation rights and voluntary right of return

1. **Right of cancellation:** the Customer shall be entitled to cancel the contract within 14 days without any requirement to state reasons. The cancellation period shall extend to 14 days from the day on which the Customer or a third party designated by him/her/it other than a carrier took possession of the goods. In order to exercise the right of cancellation, the Customer must inform the Seller of his/her/its decision to cancel this contract by an unequivocal declaration (e.g. a letter sent by post, a fax or an email). The deadline for cancellation shall be deemed to have been complied with if the Customer dispatches the notice stating its intention to exercise the right of cancellation prior to expiry of the cancellation period.
2. Standard cancellation form:

If you would like to cancel the contract, please fill in this form and send it back to:

Mammut Ajungilak AS  
Snøfonna 1,  
Snøporten 6. floor  
1473 Lørenskog  
Norway  
Email: [service-no@mammut.com](mailto:service-no@mammut.com)

I hereby cancel the contract concluded by me concerning the purchase of the following goods (\*)

Ordered on (\*)/received on (\*)

Name of the consumer(s)

Address of the consumer(s)

Date

Signature of the consumer(s) (only if sent as a hard copy)

3. Consequences of cancellation: If the Customer cancels this contract, the Seller shall reimburse to him/her/it all payments received from him/her/it, including the delivery charges (with the exception of additional costs resulting from the selection of another form of delivery other than the cheapest standard delivery offered by us), promptly and no later than fourteen days after that on which notification of your cancellation of this contract was received by us. We shall process the repayment using the same payment method which the Customer used for the original transaction, unless expressly agreed otherwise with the Customer; the Customer shall not under any circumstances be charged any fee in respect of this repayment. The Seller may refuse to make repayment until it has received back the goods or, if earlier, until the Customer has furnished proof that he/she/it has sent back the goods. The Customer shall send back the goods or surrender them to the Seller promptly and under all circumstances within fourteen days of the day on which he/she/ it gave notice to the Seller of the cancellation of this contract. The deadline shall be deemed to have been complied with if you send back the goods prior to expiry of the fourteen-day period. The Seller shall bear the costs of the return shipment provided that the designated return label is used for the return shipment (follow process on [mammut.com/no/en/service/returns](https://mammut.com/no/en/service/returns)). The Customer shall only bear liability for any diminution of the value of the goods if this loss of value cannot be attributed to handling of the goods that was not necessary in order to examine the quality, characteristics and functionality of the goods.
4. The following shall apply in addition to statutory provisions: in the event that the Customer exercises his/her/its right of cancellation, the goods concerned may be returned free of charge, provided that the return label enclosed herewith is used. Otherwise, the Customer shall bear the direct costs of the return shipment himself/herself/itself.
5. **Voluntary right of return:** In addition to the statutory right of cancellation, we grant a voluntary right of return up to 100 days after receipt of goods. With this right of cancellation, the customer can withdraw from the contract after the 14-day cancellation period (see right of cancellation above) by returning the goods to us (same address as right of cancellation above) within 100 days of receipt (period begins the day after receipt of goods). Punctual dispatch is sufficient to meet the deadline. The prerequisite for exercising the voluntary right of return is, however, that the goods have only been worn/tried for fitting, as in a retail shop, and that the goods are returned complete, in their original condition, undamaged and in the original sales packaging. In case of return, the return label enclosed with the order can be used.
6. We shall process the repayment using the same payment method which the Customer used for the original transaction, unless expressly agreed otherwise with the Customer.
7. The Customer's statutory right of cancellation is not affected by compliance with our rules on the supplementary contractually granted voluntary right of return and remains in force independently of this. Until the expiry of the period for the statutory right of revocation, only the statutory conditions listed there apply. Furthermore, the contractually granted voluntary right of return does not limit the customer's statutory warranty rights.

## **§ 9 Warranty**

1. The statutory provisions concerning the warranty, which provide for a warranty period of 2 years after delivery for movable goods, shall apply in respect of consumers.
2. For enterprises we provide a warranty of 12 months from delivery of the goods.

## **§ 10 Data processing**

1. The Seller shall only process and store personal data in accordance with the relevant applicable data protection policy of the Seller and with applicable law. This [data protection policy](#) may be downloaded from the Online Shop in a printable format (PDF).

## **§ 11 Limitation of liability of the Seller**

1. The Seller shall bear liability without limitation for breaches of duty caused willfully or as a result of gross negligence on the part of the Seller or its statutory representatives or vicarious agents.
2. The Seller shall only bear liability for breaches of duty caused as a result of negligence on the part of the Seller, its statutory representatives or vicarious agents in situations involving loss of life, personal injury or damage to health. In the last-mentioned eventuality, the liability of the Seller shall be limited to losses typical for the contract that were foreseeable upon conclusion of the contract.
3. The foregoing shall be without prejudice to any strict liability of the Seller, such as for example under the Product Liability Act.

## **§ 12 Resolution of disputes**

1. The European Commission offers a platform for Online Dispute Resolution (ODR), which may be found under the following link: <https://ec.europa.eu/consumers/odr/>

## **§ 13 Final provisions**

1. The law of Norway shall apply, to the exclusion of any provisions thereof that refer to other legal systems and the UN Convention on Contracts for the International Sale of Goods.
2. Unless required otherwise under consumer protection law, jurisdiction over any disputes arising out of contracts concluded on the basis of these GTC shall lie in Oslo.
3. The invalidity of any of the terms of these GTC shall not affect the validity of the remaining terms.