

Standard terms of sale for consumer purchases of goods over the Internet

Introduction

This purchase is regulated by the following standard sales conditions for consumer purchases of goods over the Internet in Norway. Consumer purchases over the internet are mainly regulated by the Contracts Act, the Consumer Purchases Act, the Marketing Act, the Right of Withdrawal Act and the E-Commerce Act, and these laws give the consumer inalienable rights. The laws are available at www.lovdatab.no. The terms of this agreement shall not be construed as limiting the statutory rights, but set out the parties' most important rights and obligations for trade.

The terms of sale have been prepared and recommended by the Norwegian Consumer Agency. [For a better understanding of these terms of sale, see the Norwegian Consumer Agency's guide here.](#)

1. The agreement

The agreement consists of these terms of sale, information provided in the order solution and any specially agreed terms. In the event of any conflict between the information, what is specifically agreed between the parties will prevail, as long as it does not contravene mandatory legislation.

The agreement will also be supplemented by relevant legal provisions that regulate the purchase of goods between businesses and consumers.

2. The parties

The seller is WeWantGolf, Skogveien 64d, 1368 Stabekk, info@wewantgolf.com, tel: +47 923 26 926, org.nr: 926 782 630, and is hereinafter referred to as the seller / seller.

The buyer is the consumer who makes the order, and is hereinafter referred to as the buyer / buyer.

3. Price

The stated price for the item and services is the total price the buyer must pay. This price includes all taxes and additional costs. Additional costs that the seller before the purchase has not informed about, the buyer shall not bear.

4. Entering into an agreement

The agreement is binding on both parties when the buyer has sent his order to the seller.

However, the agreement is not binding if there have been typing or typing errors in the offer from the seller in the ordering solution in the online store or in the buyer's order, and the other party realized or should have realized that such an error existed.

5. Payments

The seller can demand payment for the item from the time it is sent from the seller to the buyer.

If the buyer uses a credit card or debit card when paying, the seller can reserve the purchase price on the card when ordering. The card will be charged the same day as the item is sent. When paying with an invoice, the invoice to the buyer is issued when the item is shipped.

The payment deadline is stated on the invoice and is a minimum of 14 days from receipt. Buyers under the age of 18 cannot pay with a subsequent invoice.

6. Delivery

Delivery is completed when the buyer, or his representative, has taken over the product.

If the delivery time is not stated in the order solution, the seller must deliver the item to the buyer without undue delay and no later than 30 days after the order from the customer. The item must be delivered to the buyer unless otherwise agreed between the parties.

7. The risk of the item

The risk for the goods passes to the buyer when he, or his representative, has had the goods delivered in accordance with point 6.

8. Right of withdrawal

Unless the agreement is exempt from the right of withdrawal, the buyer may cancel the purchase of the item in accordance with the Right of Withdrawal Act.

The buyer must notify the seller of the use of the right of withdrawal within 14 days from the deadline begins to run. The deadline includes all calendar days. If the deadline ends on a Saturday, public holiday or public holiday, the deadline is extended to the nearest working day.

The cancellation deadline is considered complied with if notification is sent before the expiry of the deadline. The buyer has the burden of proving that the right of withdrawal has been exercised, and the notification should therefore be made in writing (right of withdrawal form, e-mail or letter).

The cancellation period begins to run:

- When purchasing individual items, the cancellation period will run from the day after the item (s) is received.
- If a subscription is sold, or the agreement involves regular delivery of identical goods, the deadline runs from the day after the first shipment is received.
- If the purchase consists of several deliveries, the cancellation period will run from the day after the last delivery has been received.

The withdrawal period is extended to 12 months after the expiry of the original deadline if the seller does not state before the conclusion of the agreement that there is a right of withdrawal and a standardized withdrawal form. The same applies in the event of lack of information on terms, deadlines and procedures for exercising the right of withdrawal. If the trader provides the information during these 12 months, the cancellation period still expires 14 days after the day the buyer received the information.

When using the right of withdrawal, the item must be returned to the seller without undue delay and no later than 14 days from notification of use of the right of withdrawal has been given. The buyer covers the direct costs of returning the item, unless otherwise agreed or the seller has failed to state that the buyer will cover the return costs. The seller cannot set a fee for the buyer's use of the right of withdrawal.

The buyer can try or test the item in a responsible manner to determine the item's nature, properties and function, without the right of withdrawal lapse. If testing or testing of the item goes beyond what is justifiable and necessary, the buyer may be responsible for any reduced value of the item.

The seller is obliged to refund the purchase price to the buyer without undue delay, and no later than 14 days from the seller was notified of the buyer's decision to exercise the right of withdrawal. The seller has the right to withhold payment until he has received the goods from the buyer, or until the buyer has submitted documentation that the goods have been returned.

9. Delay and non-delivery - buyers' rights and deadline for reporting claims

If the seller does not deliver the goods or delivers them too late in accordance with the agreement between the parties, and this is not due to the buyer or circumstances on the buyer's side, the buyer may, in accordance with the rules in Chapter 5 of the Consumer Purchases Act, withhold the purchase price, demand fulfillment. / or demand compensation from the seller.

In the event of a claim for default rights, the notification should, for evidentiary reasons, be in writing (for example e-mail).

Fulfillment

The buyer can maintain the purchase and demand fulfillment from the seller. However, the buyer can not demand fulfillment if there is an obstacle that the seller can not overcome, or if fulfillment will entail such a great inconvenience or cost to the seller that it is in significant disproportion to the buyer's interest in the seller fulfilling. Should the difficulties disappear within a reasonable time, the buyer can still demand fulfillment.

The buyer loses his right to demand fulfillment if he or she waits unreasonably long to advance the claim.

Lifting

If the seller does not deliver the goods at the time of delivery, the buyer shall encourage the seller to deliver within a reasonable additional deadline for fulfillment. If the seller does not deliver the item within the additional deadline, the buyer can cancel the purchase.

However, the buyer can cancel the purchase immediately if the seller refuses to deliver the item. The same applies if delivery at the agreed time was decisive for the conclusion of the agreement, or if the buyer has informed the seller that the time of delivery is decisive.

If the item is delivered after the additional deadline set by the consumer or after the time of delivery that was decisive for the conclusion of the agreement, the claim for cancellation must be made within a reasonable time after the buyer became aware of the delivery.

Replacement

The buyer can claim compensation for a small loss as a result of the delay. However, this does not apply if the seller proves that the delay is due to an obstacle beyond the seller's control which could not reasonably have been taken into account at the time of the agreement, avoided, or overcome the consequences of.

10. Defect in the item - the buyer's rights and complaint deadline

If there is a defect in the item, the buyer must within a reasonable time after it was discovered or should have been discovered, notify the seller that he or she will invoke the defect. The buyer has always complained in time if it happens within 2 months. from the defect was discovered or should have been discovered. Complaints can be made no later than two years after the buyer took over the item. If the product or parts of it are intended to last significantly longer than two years, the complaint period is five years.

If the item has a defect and this is not due to the buyer or conditions on the buyer's side, the buyer may, in accordance with the rules in the Consumer Purchase Act, Chapter 6,

withhold the purchase price, choose between correction and re-delivery, demand price reduction, demand termination of the agreement and / the seller.

Complaints to the seller should be made in writing.

Correction or re-delivery

The buyer can choose between claiming the defect or correcting the delivery of similar items. The seller may nevertheless oppose the buyer's claim if the implementation of the claim is impossible or the seller causes unreasonable costs. Correction or re-delivery must be made within a reasonable time. The seller is in principle not entitled to make more than two remedial attempts for the same defect.

Price reduction

The buyer can demand a suitable price reduction if the item is not corrected or returned. This means that the ratio between reduced and agreed price corresponds to the ratio between the value of the item in defective and contractual condition. If there are special reasons for it, the price reduction can instead be set equal to the significance of the defect for the buyer.

Lifting

If the item has not been repaired or returned, the buyer can also cancel the purchase when the defect is not insignificant.

11. The seller's rights in the event of the buyer's default

If the buyer does not pay or fulfill the other obligations under the agreement or the law, and this is not due to the seller or conditions on the seller's side, the seller may, according to the rules in the Consumer Purchase Act chapter 9, withhold the item, demand fulfillment of the agreement, demand termination claim compensation from the buyer. The seller will also be able to claim interest in the event of late payment, collection fee and a reasonable fee for uncollected goods, depending on the circumstances.

Fulfillment

The seller can maintain the purchase and demand that the buyer pay the purchase price. If the item is not delivered, the seller loses his right if he waits unreasonably long to advance the claim.

Lifting

The seller may terminate the agreement if there is a material default or other material default on the part of the buyer. The seller can still not withdraw if the entire purchase price has been paid. If the seller sets a reasonable additional deadline for fulfillment and the buyer does not pay within this deadline, the seller can cancel the purchase.

Interest on late payment / collection fee

If the buyer does not pay the purchase price in accordance with the agreement, the seller can demand interest on the purchase price in accordance with the Late Payment Interest Act. In the event of non-payment, the claim can, after prior notice, be sent to the Buyer can then be held liable for fees under the Debt Collection Act.

Fee for uncollected goods

If the buyer fails to collect goods, the buyer will be charged a fee of two hundred and fifty (250) kroner to cover the seller's expense to deliver the goods to the buyer. Such a fee cannot be charged to buyers under 18 years of age.

12. Warranty

Warranty given by the seller or manufacturer gives the buyer rights in addition to those the buyer already has under mandatory legislation. A guarantee thus does not imply any restrictions on the buyer's right to complaint and claims in the event of delay or defects pursuant to items 9 and 10.

13. Personal information

The person responsible for processing collected personal data is the seller. Unless the buyer agrees to something else, the seller may, in accordance with the Personal Data Act, only collect and store the personal data that is necessary for the seller to be able to carry out the obligations under the agreement. The buyer's personal information will only be disclosed to others if it is necessary for the seller to implement the agreement with the buyer, or in statutory cases.

14. Conflict resolution

Complaints are addressed to the seller within a reasonable time, cf. items 9 and 10. The parties shall try to resolve any disputes amicably. If this does not succeed, the buyer can contact the Consumer Council for mediation. The Consumer Council is available on telephone 23 400 500 or www.forbrukerradet.no.

The European Commission's complaints portal can also be used if you wish to lodge a complaint. This is especially relevant if you are a consumer residing in another EU country. The complaint is submitted here: <http://ec.europa.eu/odr>.