

USER'S OBLIGATIONS

You as a user have to approve these General Conditions in order to place orders or otherwise perform any actions at On interiör's Website. By accepting these General Conditions you accept to comply with these General Conditions when applicable to you as a user, to ensure that the Customer complies with these General Conditions and verify that you have taken part of the information about personal data and confidentiality in these General Conditions and the privacy policy in [Appendix 1](#). You are aware that the information at On interiör's Website, i.e. prices, shall not be disseminated to any third party.

You hereby undertake to ensure that no other than you, including other people hired by the Customer, can use your user credentials. You may not reveal your username or password to anyone unauthorized and shall ensure that the document/s setting the username and password is stored in such a way that no unauthorized person has access to the information. You shall immediately notify On Interiör if you suspect that an unauthorized person knows your password.

If On Interiör suspect that you abuse your account or login information or otherwise violates these General Conditions On Interiör has the right to suspend you. On Interiör is also entitled to assign you new login information for whatever reason.

ON INTERIÖR'S GENERAL CONDITIONS OF SALE

1. BACKGROUND

1.1. These general conditions of sale ("General Conditions") shall apply for all On Interiör AB's ("On interiör") sales to the Customer (the "Customer") unless otherwise is agreed in writing. Any general conditions referred to by Customer shall be valid only if accepted in writing by On Interiör.

1.2. These General Conditions together with the purchase order and On interiör's order confirmation constitute a binding order ("the Order").

1.3. Consumers may not purchase directly from On Interiör and these General Conditions thus do not apply in relation to consumers.

2. PRODUCTS

The Customer may order the products included in On interiör's current product range consisting of i.e. furniture, textiles and interior design accessories (the "Products"). The product range is available on On interiör's webpage at www.oninterior.se, www.oninterior.se/no, www.oninterior.se/uk, www.oninterior.se/eu and www.oninterior.se/int (the "Website") and in On Interiör's current product catalogues which may be supplied by On Interiör.

3. ORDER

3.1. The Customer shall place its order with On Interiör by e-mail or online at On Interiör's e-commerce site available on the Website.

3.2. An order is binding on On Interiör once it has been confirmed by On Interiör. This applies regardless of how the Customer has placed his order.

3.3. The Customer has no right to cancel any order placed after On Interiör has confirmed the order.

4. PRODUCT INFORMATION

4.1. The Customer may download and use any material that On Interiör has made available for downloading on its Website. Upon On Interiör's request the Customer shall immediately cease any and all use of the downloadable material.

4.2. On Interiör shall have no liability in case Products are sold out and reserves the right for any image or typographical errors in the product catalogues or on the Website, e.g. errors in the product description, inaccur-

rate prices or other incorrect information. On Interiör is entitled to rectify any such errors also after confirming an order and, at any time, to change or update the information.

4.3. Any image details in the product catalogues or on the Website shall be considered as illustrations only. Such illustrations do not guarantee to reproduce the exact number of Products the Customer in each package nor the exact appearance (including colour), function or origin of the Product.

5. DELIVERY

5.1. On Interiör will arrange for delivery of ordered Products at the Customers expense. Applicable delivery costs are stated in On Interiör's from time to time applicable pricelist or at the Website. The risk of loss or damage to the Products passes to the Customer upon delivery.

5.2. Any time of delivery stated by On Interiör is an estimation. On Interiör may deliver the ordered Products in separate deliveries. On Interiör will not have any liability to the Customer for any delay in delivery. Unless otherwise agreed between the parties, the Customer has no right to cancel an Order due to delayed delivery.

5.3. Upon delivery the Customer shall inspect the delivered Products. The Customer shall notify On Interiör in writing of any shortage or defect in the delivered Products within five working days from the delivery date. Should the Customer neglect to notify On Interiör in accordance with the provisions above the Customer shall lose the right to claim any such deviation and damages.

5.4. Any delivered Products can only be returned in accordance with On Interiör's prior written consent.

6. PRICES

6.1. Any prices are given in the currency stated in the order confirmation and are, unless otherwise stated, exclusive of VAT, delivery costs and – for shipments to Norway – custom clearance fees.

6.2. The prices for the Products are stated at On Interiör's Website or current price list unless the Customer and On Interiör have entered into a separate agreement thereon. On Interiör shall have the right to change the prices for the Products at any time.

7. PAYMENT

- 7.1. Unless otherwise agreed between the parties, payment shall be made in advance and in the currency stated in the invoice, in the order confirmation or at the Website. The Products will be dispatched to Customer only upon receipt of payment in full from the Customer.
- 7.2. In the event a credit facility has been arranged, the payment shall be made no later than 30 days from the date of the invoice, unless otherwise agreed. The delivered Products remain On Interiör's property until On Interiör has received payment in full from the Customer. Upon delayed payment interest on arrears shall be charged in accordance with the Swedish Interest Act. On Interiör shall furthermore have the right to withhold deliveries of Products to the Customer, demand that acceptable securities be provided, amend the terms of payment and any possible credit limit and cancel the Order upon delayed payment. Should the Customer not pay in time On Interiör shall have the right to send reminders and charge a fee for such reminders. Should the Customer not effect payment within 10 days from the reminder, any invoices due may be given to a debt collector without any further notice from On Interiör. Any collection charges shall be charged for sending reminders according to the Swedish Debt Recovery Act (1974:182).

8. TERM AND TERMINATION

- 8.1. These General Conditions shall apply to any Order placed by the Customer and any Product delivered by On Interiör to the Customer under such Order. On Interiör reserves the right to change these General Conditions at all times. If the Customer does not raise any objections to such changes, changes will become valid 30 days after On Interiör has announced the changes on its Website or otherwise has informed the Customer about the changes.
- 8.2. Without prejudice to any remedy it may have against the other party for breach or non-performance under these General Conditions, either party shall have the right to terminate an Order by giving the other party not less than 30 days' notice in writing; (a) if the other party should commit or permit a breach or non-performance of material importance to the other party and should fail to remedy such breach or non-performance within 30 days after receipt of written notice; or (b) if the other party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganisation proceedings or if execution be levied on any goods and effects of the other party or the other party should enter into receivership. Notice of termination shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved party.
- 8.3. In addition to the provisions stated above On Interiör shall at all times have the right to terminate an Order with immediate effect if (i) the Customer has delayed payments, or (ii) the ownership of the Customer is essentially changed.

9. WARRANTY FOR DEFECTIVE PRODUCTS

- 9.1. Faults of quality and hidden defects which cannot be verified immediately after delivery shall be communicated to On Interiör in writing within seven (7) days from delivery thereof. The seven (7) day warranty comprises defects existing at the time when the risk for the Products passed over to the Customer. Returns of Products shall not be made except upon written authorization by On Interiör. If a Product is defective in accordance with above and the Customer is entitled to make a claim against On Interiör based on the defect, On Interiör undertakes to, at its own discretion, repair or replace the Products and/or of the assessed defective parts thereof, within the periods of time normally necessary, to the same delivery address as stated in the order confirmation relating to the delivery of the defective Products. The parties may also agree on the Customer being given a discount instead.
 - 9.2. On Interiör shall not be liable for any defect due to the Customer or a third party not complying On Interiör care instructions or for any defect caused by any misapplication, faulty installation or neglected maintenance and normal wear. The warranty does not cover fading, shrinking, swelling due to exposure to the sun or artificial lighting sources, moisture or temperature. Claims due to cuts, burns or pet damages are excluded.
 - 9.3. The only warranties given under an Order are those given expressly by On Interiör in these General Conditions.
 - 9.4. When returning a defective Product the Customer shall comply with On Interiör's guidelines for returning products and making complaints in force at that time unless otherwise agreed by the parties. No compensation or replacement is granted if the defective Products are not returned to On Interiör. The Customer shall have no right, without On Interiör's prior written agreement, to use or discard any Products which have been so complained as defective to On Interiör in any way or to let any third party do so.
- ## 10. DAMAGES
- 10.1. On Interiör shall only be liable for any damages which the Products may cause persons or other property if such liability is imposed upon On Interiörs according to the Swedish Product Liability Act (1992:18).
 - 10.2. The Customer shall without delay and in writing notify On Interiör of any product liability demands imposed upon the Customer and shall attend to such demands in accordance with On INteriörs instructions. The provisions above shall also apply for any demands which may be imposed upon the Customer after termination of these General Conditions.
- ## 11. INTELLECTUAL PROPERTY RIGHTS
- 11.1. All intellectual property rights relating to the Products belong to On Interiör. This means that any trademarks, trade names, pictures and graphics, design, layout, marketing material and any other information attributable to the Products may not be reproduced or used without the prior written consent by On Interiör.
 - 11.2. Subject to Clause 13, On Interiör is liable for any infringement or alleged infringement upon a third par-

ty's intellectual property right by a Product only to the extent the manufacturer of that Product is liable for such infringement or alleged infringement in relation to On Interiör.

12. PERSONAL DATA AND MARKETING

On Interiör's privacy policy in Appendix 1 shall apply as an integrated part of these General Conditions. Customer shall ensure that its representatives are informed about the privacy policy.

13. LIABILITY, BREACH OF CONTRACT ETC.

13.1. Notwithstanding the provisions otherwise set forth in these General Terms, the Customer is obliged to compensate On Interiör for any costs On Interiör incurs as a result of the Customer's unjustified complaints, delays in payment or delays in receipt of deliveries.

13.2. On Interiör shall not be liable for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (however caused) which arise out of or in connection with an Order. On Interiör's total liability for each Order shall in any case be limited to the value of the specific Order.

13.3. On Interiör's liability for any faults, insufficiencies, delays and other breaches of contract shall be limited to what is expressly stated in these General Conditions. The Customer shall have no right to resort to any other remedies than those given in these General Conditions.

13.4. On Interiör shall not be liable under the rules of lack of conformity in the Swedish Sale of Goods Act and the Swedish International Sale of Goods Act.

14. FORCE MAJEURE

If and to the extent that either party's performance of its obligations under an Order is impeded or made unreasonably onerous by circumstances beyond its reasonable control that it could not reasonably have been expected to have taken into account at the time the Order was entered into or to have avoided or overcome the effects of, such party shall be released from liability in damages and any other penalties for delay in performing or failure to perform such obligations.

15. CONFIDENTIALITY

All information which is not publically available, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a party or to any of its business matters, which has been disclosed or may be disclosed to the other party (the

"Receiving Party") or which the Receiving Party has or may otherwise become aware of in connection with an Order or otherwise, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of these General Conditions, nor be disclosed by it to any third party without the prior written consent of the other party (such consent not to be unreasonably withheld). The obligation of confidentiality does not apply when the Receiving Party is required by law, regulation or a governmental decision to disclose information.

16. MISCELLANEOUS

16.1. A party's waiver of any of its rights or remedies under these General Conditions must be in writing and duly executed by it. No single or partial waiver of any such right or remedy shall preclude any other or further exercise of that or any other such right or remedy.

16.2. Changes and additions to the terms and conditions or these General Conditions, including to this Clause 15.2 must be in writing and duly executed by the Parties.

17. DISPUTES AND APPLICABLE LAW

17.1. Any dispute, controversy or claim arising out of, or in connection with, these General Conditions, or the breach, termination or invalidity thereof, or any non-contractual obligations arising out of or in connection with these General Conditions, shall be finally settled by arbitration in accordance with the Arbitration Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Gothenburg Sweden. The language of the arbitration shall be English (unless otherwise agreed by the disputing parties).

17.2. All arbitral proceedings conducted pursuant to Clause 17.1, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the Party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing Parties.

17.3. These General Conditions shall be interpreted and construed in accordance with the laws of Sweden.

PRIVACY POLICY

Personal data

On Interiör AB, (“On Interiör”) cares about your privacy and strives to at all times protect your personal data in the best possible way. On Interiör’s aim is to comply with all applicable laws and regulations for the protection of personal data. This policy will, among other things, help you understand which kind of personal data that On Interiör collects and how it is used. By approving this privacy policy on On Interiör’s website (the “Website”) in connection with you accepting that we send you our newsletter or by providing your personal data when you create a login account as representative for your company, you agree to the processing of your personal data as described below.

On Interiör AB, company registration no 556591-2978, address at Klangfärgsgatan 6, 426 52 Sweden, +46 (0)31-7085686 is responsible as data controller for the processing of your personal data.

We will process the personal data that you or your company have provided us with or that we have collected at our Website by way of cookies for the purpose of administering your company’s purchases and fulfilling our obligations to the company you represent. The personal data that On Interiör processes include your name, e-mail address and phone number.

The data may be used for identification, direct marketing, customer surveys, newsletters and statistics. The data may also be used for communication with your company by sending e-mail to you. The data may also occasionally be processed with data from, or shared with our partners, such as advertising agencies for e.g. printing and distribution.

By registering as contact person on behalf of your company or creating a login account as representative of your company we will keep your data for as long as you are registered as contact person on behalf of your company or have a login account at On Interiör as representative of your company. You may at any time deregister from being a representative for your company, or from having an account or from receiving our news letter.

In accordance with the applicable personal data legislation, you are entitled once every calendar year to, free of charge, receive information on which of your personal data is processed by us, regardless of how it has been collected. If you wish to receive such information, you can arrange to do so by making a written request to us. According to the applicable personal data legislation, your request shall be duly signed by you and sent by regular mail, see address above.

If your personal data is handled contrary to applicable data protection legislation you are entitled to having your personal data rectified, blocked or erased.

Your personal data will not be processed for purposes related to direct marketing if you oppose such processing. You are entitled, at any time, to withdraw any given consent for the processing of personal data. Such withdrawal may be limited to only include part of the processing, for example that which is connected to direct marketing.

Cookies

We use cookies on On Interiör's Website. Cookies are small text files that are saved on your computer and that are possible to use to monitor what the visitor does on the Website.

There are two types of cookies: 1) a permanent cookie which remains on your computer for a determined period of time, 2) a temporary cookie (session cookie) which is stored temporarily in the computer's memory during the time that you are visiting a web page. Session cookies disappear when you close your web browser.

On Interiör uses cookies to improve the Website for the visitors e.g. by improving the Website, by adapting the Website with regard to the visitor's wishes. If you have a login account, cookies are also used to ensure that you have logged into the Website and do not have to log in every time you browse a different page and to help you keep track of which articles you have put into your company's shopping cart.

Permanent cookies are used to store any personal settings you may have at the Website only to save information relating to the use of cookies that you have approved.

By accepting this policy and/or using the Website, you agree to the processing of cookies as described above. If you do not accept cookies being used, you can turn off cookies in the security settings of your web browser. You can also set your web browser to ask you each time the Website tries to place a cookie on your computer. You can also use your web browser to delete previously stored cookies. See your web browser's help pages for more information. Furthermore you can at any time delete cookies manually from your hard drive. Please note that if you choose not to accept cookies, functionality may be limited for some parts of the Website and the Website may not work as intended.