



These terms and conditions (the "Terms and Conditions") govern the use of [www.wallmektools.com](http://www.wallmektools.com) (the "Website"). These Terms and Conditions also govern the purchase of goods (as defined below) and the provision of services (as defined below) on the Website.

By using this Website, you acknowledge that you have read and understand these Terms and Conditions and that you agree to these Terms and Conditions.

This Website is owned and operated by Wallmek i Kungälv AB.

Wallmek are dedicated to your total satisfaction with the Goods you Order and the Service you receive so if you would like to contact us please email [info@wallmek.se](mailto:info@wallmek.se), call +1 (646) 585 - 0524 or write to us at Wallmek i Kungälv AB, Bultgatan 18, 442 40 Kungälv, SWEDEN.

### 1. Application

1.1. These Terms and Conditions will apply to the purchase of the Goods by you (the "Customer" or "You").

We are Wallmek i Kungälv AB (the "Supplier" or "Us" or "We"), a company registered in Sweden under number 556566-7333, whose registered office is at Bultgatan 18, 442 40 Kungälv, SWEDEN with email address [info@wallmek.se](mailto:info@wallmek.se) and telephone number +1 (646) 585 - 0524.

1.2. These are the Terms and Conditions on which we sell tools and other goods ("Goods") to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions. You may only purchase the Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

### 2. Definitions

The following terms will have the following meaning when used in these Terms and Conditions:

2.1. "Customer" means an individual or enterprise that will use our products in a professional manner.

2.2. "Contract" means the legally binding agreement between you and us for the supply of the Goods;

2.3. "Delivery Location" means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order.

2.4. "Durable Medium" means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored.

2.5. "Goods" means the goods advertised on the Website that we supply to you of the number and description as set out in the Order.

2.6. "Services" means any services provided on our Website or related to the advertising and sale of Goods.

2.7. "Order" means the Customer's order for the Goods from the Supplier as submitted following the step-by-step process set out on the Website;

2.8. "Privacy Policy" means the terms which set out how we will deal with confidential and personal information received from you via the Website.

### **3. Our Website**

3.1. Intellectual Property. All content published and made available on our Website is the property of Wallmek or our business partners. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Website.

No part of this website may be reproduced for commercial purposes without expressed written permission of Wallmek i Kungälv AB.

3.2. We reserve the right to modify or withdraw, temporarily or permanently, the Website (or any part of it) with or without notice and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website.

3.3. You will not be eligible for any compensation if you cannot use any part of the Website or due to a failure, suspension or withdrawal of all or part of the website due to circumstances beyond our control.

### **4. Goods**

4.1. The description of the Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and color of the Goods supplied.

4.2. In the case of any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.

4.3. All Goods which appear on the Website are subject to availability.

4.4. We can make changes to the Goods which are necessary to comply with any applicable law or safety requirement or to implement minor technical adjustments and improvements which do not materially change the main characteristics of the Goods. We will notify you of these changes.

## **5. Personal information**

5.1. We collect and use personal information strictly under our Privacy Policy.

5.2. We may contact you by using e-mail or other electronic communication methods and by pre-paid post to inform you of changes to our website, events and offers and you expressly agree to this. We shall not pass this information to third party organisations. Your subscription preferences can be updated at any time.

## **6. Basis of Sale**

6.1. The description of the Goods in our website does not constitute a contractual offer to sell the Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay. Reasons include but are not limited to: Goods being out of stock, unexpected resource limitations, identification of an error in the price or description of a product or because we are unable to meet a delivery deadline you have specified.

6.2. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.

6.3. A Contract will be formed for the sale of Goods ordered only when you receive an email from us confirming the Order (the "Order Confirmation"). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order, you agree to us giving you confirmation of the Contract by means of an email with all information in it. You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract.

6.4. Any quotation is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.

6.5. No variation of the Contract, whether about description of the Goods, fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

6.6. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Customer. If this is not the case, you must tell us, so that we

can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g., by giving you rights as a distributor.

## 7. Price and Payment

7.1. The price of the Goods and any additional delivery or other charges is that set out on the Website at the date of the Order or such other price as we may agree in writing.

7.2. The price of the Goods (which excludes VAT/TAX) will be the price quoted to you or stated on our website.

7.3. It is possible that in rare cases some of the Goods we sell may be incorrectly priced. We typically check prices before accepting your Order so that, where the correct price of the Goods at your Order date is less than our stated price at your Order date, we will charge the lower amount. If the Goods' correct price at your Order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognized by you as a mispricing, we may end the Contract, refund you any sums you have paid and require the return of any Goods provided to you.

7.4. We accept payment by all major debit and credit cards (including Visa, Mastercard and American Express). Unless we agree credit terms with you in writing, you must pay for the Goods before we dispatch them.

7.5. In the event we offer you credit terms at our sole discretion, you shall pay each invoice submitted by us:

7.5.1. within 30 days of the date of the invoice; and

7.5.2. in full and in cleared funds to a bank account nominated in writing by us, and time for payment shall be of the essence of the contract.

7.5.3. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

7.6. If you believe there to be an error in an invoice, please contact us promptly to advise us. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 8. Delivery

- 8.1. The costs of delivery will be as advised to you before you place your Order.
- 8.2. We will deliver the Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered into.
- 8.3. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:
- 8.3.1. we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
- 8.3.2. after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances, and we have not delivered within that period.
- 8.4. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
- 8.5. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them to us or allow us to collect them from you and we will pay the costs of this.
- 8.6. If you have requested to collect the Goods from our premises ("Customer Collection"), you can collect them from us at any time during our working hours after we have notified you that the Goods are ready for collection.
- 8.7. If no one is available at your address to take delivery and the Goods cannot be posted through your letterbox, the relevant courier will leave you a note informing you of how to rearrange delivery or collect the Goods.
- 8.8. If you do not collect the Goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from the relevant courier and the Goods are returned to us, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If despite our efforts, we are unable to contact you or re-arrange delivery or collection then we may end the Contract and charge you reasonable compensation for our costs and/or losses.

8.9. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.

8.10. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.

8.11. The Goods will become your responsibility from the completion of delivery or Customer Collection. You must, if reasonably practicable, examine the Goods before accepting them.

## **9. Risk and Title**

9.1. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.

9.2. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

## **10. Withdrawal, Returns and Cancellation**

10.1. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

10.2. This is a Distance Contract (as defined below) which has the cancellation rights ("Cancellation Rights") set out below. These Cancellation Rights, however, do not apply to a contract for the following goods (with no others) in the following circumstances:

10.2.1. goods that are made to your specifications or are clearly personalized,

10.2.2. goods which are liable to deteriorate or expire rapidly.

10.3. Also, the Cancellation Rights for a Contract cease to be available in the following circumstances: in the case of any Sales Contract, if the goods become mixed inseparably (according to their nature) with other items after delivery.

## **11. Right to cancel**

11.1. Subject as stated in these Terms and Conditions, you can cancel the Contract within 14 days without giving any reason.

11.2. The cancellation period will expire after 14 days from the day on which you acquire, or a third party, other than the carrier indicated by you, acquires physical possession of the last of the Goods.

11.3. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (e.g., a letter sent by post or email). In any event, you must be able to show clear evidence of when the cancellation was made.

11.4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### *Effects of cancellation in the cancellation period*

11.5. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you and the original cost of the least expensive standard delivery within the US, but excluding the costs of other types of delivery (this means that if you have requested a delivery method that is more expensive than the least expensive standard delivery within the US or it is a delivery outside the US, then you will only be reimbursed as for the least expensive standard delivery within the US).

#### *Deduction for Goods supplied*

11.6. We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you (i.e. handling the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods: e.g. it goes beyond the sort of handling that might be reasonably allowed in a shop). This is because you are liable for that loss and, if that deduction is not made, you must pay us the amount of that loss.

#### *Timing of reimbursement*

11.7. If we have not offered to collect the Goods, we will make the reimbursement without undue delay, and not later than:

11.7.1. 14 days after the day we receive back from you any Goods supplied, or

11.7.2. (If earlier) 14 days after the day you provide evidence that you have sent back the Goods.

11.8. If we have offered to collect the Goods or if no Goods were supplied, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.

11.9. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

### *Returning Goods*

11.10. If you have received Goods in connection with the Contract which you have cancelled, you must send back the Goods or hand them over to us at Bultgatan 18, 442 40 Kungälv, SWEDEN without delay and in any event not later than 14 days from the day on which you communicate to us your cancellation of this Contract. The deadline is met if you send back the Goods before the period of 14 days has expired. You agree that you will have to bear all the costs of returning the Goods.

11.11. For the purposes of these Cancellation Rights, these words have the following meanings:

11.11.1. "Distance Contract" means a contract concluded between a trader and a customer under an organized distance sales or service-provision scheme without the simultaneous physical presence of the trader and the customer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.

11.11.2. "Sales Contract" means a contract under which a trader transfers or agrees to transfer the ownership of goods to a customer and the customer pays or agrees to pay the price, including any contract that has both goods and services as its object.

## **12. Conformity, Warranty and Guarantee**

12.1. We have a legal duty to supply the Goods in conformity with the Contract and will not have conformed if it does not meet the following obligation.

12.2. Upon delivery, the Goods will:

12.2.1. be of satisfactory quality,

12.2.2. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and

12.2.3. conform to their description.

12.3. It is not a failure to conform if the failure has its origin in your materials.

12.4. Unless otherwise confirmed by us in writing, for Goods which are new and genuine Pichler, we warrant that those Goods are free from material defects to the extent only that we have the benefit of, and can enforce, a corresponding warranty



or guarantee against the manufacturer or our supplier of the relevant Goods. We shall use our reasonable efforts to enforce any such guarantee or warranty against the manufacturer or our supplier and pass any corresponding benefit onto you subject always to you cooperating fully and assisting us in complying with the terms of any relevant manufacturer or supplier warranty.

12.5. For all other Goods, we warrant that on delivery and for a period of:

12.5.1. 12 months for Goods which are new

12.5.2. 6 months for Goods which are used

12.5.3. 6 months for Goods which are reconditioned parts.

12.6. The warranty does not apply to any defect in the Goods arising from:

12.6.1. failure to fit the Goods in accordance with the relevant instructions and guidelines,

12.6.2. fair wear and tear,

12.6.3. willful damage, abnormal storage or working conditions, accident, negligence by you or by any third party (including but not limited to insufficient servicing),

12.6.4. any failure by you or a third party to maintain, operate or use the Goods in accordance with the user instructions; or

12.6.5. any alteration or repair by you or by a third party who has not been approved by us beforehand.

12.7. Subject to clause 12.6, if:

12.7.1. you give us notice in writing during the relevant Warranty Period within a reasonable time of discovery that any Goods do not comply with the warranty set out in clause 12.5,

12.7.2. we are given a reasonable opportunity of examining such Goods or (at our request) you provide reasonable photographic evidence of the alleged defect(s); and

12.7.3. you (at our request) return such Goods to our place of business at your cost,

we shall, at our sole option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

12.8. We may in our sole discretion replace any alleged faulty Goods following notice provided by you in accordance with clause 12.7. before we have received and examined the alleged faulty Goods. We shall however be entitled to charge you for any replacement Goods (including any delivery costs etc.) to the extent that:

12.8.1. we reasonably determine that the alleged faulty Goods do not comply with the warranty at clause 12.5. or that any fault has occurred because of your failure to comply with clause 12.6; or

12.8.2. the alleged faulty Goods are not received by us within 14 days of receipt of your notice.

12.9. These Terms shall apply to any repaired or replacement Goods supplied by us under clause 12.7. save that the Warranty Period shall commence from the delivery of the original Goods supplied to you.

12.10. If you are a consumer, this warranty is in addition to, and does not affect, your legal rights in relation to Goods that are faulty or not as described.

12.11. We will provide telephone and email support to the Customer to ensure accurate identification of parts required for their specific car model.

### **13. Successors and our Sub-contractors**

13.1. Either party can transfer the benefit of the Contract to someone else and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

### **14. Circumstances beyond the control of either party**

14.1. In the event of any failure by a party because of cause beyond its reasonable control:

14.2. the party will advise the other party as soon as reasonably practicable; and

14.3. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and any right to cancel.

### **15. Privacy**

15.1. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

15.2. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy

<https://www.wallmektools.com/terms-conditions>

15.3. For the purposes of these Terms and Conditions:

15.3.1. "Data Protection Laws" means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.

15.3.2. "GDPR" means the General Data Protection Regulation.

15.3.3. "Data Controller", "Personal Data" and "Processing" shall have the same meaning as in the GDPR.

15.4. We are a Data Controller of the Personal Data we Process in providing Goods to you.

15.5. Where you supply Personal Data to us so we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:

15.5.1. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected,

15.5.2. we will only Process Personal Data for the purposes identified,

15.5.3. we will respect your rights in relation to your Personal Data; and

15.5.4. we will implement technical and organizational measures to ensure your Personal Data is secure.

15.6. We will use the personal information you provide to us:

15.6.1. to supply the Goods to you,

15.6.2. to process your payment for the Goods; and

15.6.3. if you agreed to this during the order process, to give you information about similar Goods that we provide, but you may stop receiving this at any time by contacting us.

15.7. Where we extend credit to you for the Goods, we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

15.8. For any enquiries or complaints regarding data privacy, you can e-mail: [info@wallmek.se](mailto:info@wallmek.se).

## 16. Excluding liability

16.1. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's

other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (e.g., loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer - because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession.

### *Our Liability if you are a Business*

16.2. Nothing in these Terms and Conditions limits or excludes our liability to the extent that would be unlawful in any relevant jurisdiction nor for:

- 16.2.1. death or personal injury caused by our negligence,
- 16.2.2. fraud or fraudulent misrepresentation,
- 16.2.3. breach of the terms implied by section 12
- 16.2.4. defective products

16.3. Subject to clause 16.2, we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- 16.3.1. any loss of profits, sales, business, or revenue,
- 16.3.2. loss or corruption of data, information or software,
- 16.3.3. loss of business opportunity,
- 16.3.4. loss of anticipated savings,
- 16.3.5. loss of goodwill; or
- 16.3.6. any indirect or consequential loss.

16.4. Subject to clause 16.2, our total liability to you in respect of all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid for the relevant Goods.

16.5. Except as expressly stated in these Terms and Conditions, we do not give any representation, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms and Conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

### *Our Liability if you are a Consumer*

16.6. If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this Terms and Conditions.

16.7. We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.8. Notwithstanding anything in these Terms and Conditions, we do not in any way exclude or limit our liability for:

16.8.1. death or personal injury caused by our negligence,

16.8.2. fraud or fraudulent misrepresentation,

16.8.3. defective products,

16.8.4. any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

### **17. Governing law, Jurisdiction and Complaints**

17.1. The Contract (including any non-contractual matters) is governed by the law of Sweden.

17.2. Disputes can be submitted to the jurisdiction of the courts of Sweden, where the Customer lives in USA or Canada, in the courts of respectively USA or Canada.

17.3. We try to avoid any dispute, so we deal with complaints in the following way: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.

### **Model Cancellation Form**

To:  
Wallmek i Kungälv AB  
Bultgatan 18  
44240 Kungälv  
SWEDEN

Email address: [info@wallmek.se](mailto:info@wallmek.se)  
Telephone number: +1 (646) 585 - 0524