

TERMS - CONSUMER PURCHASES

1. Applicability

These provisions apply to the sale to consumers of new and second-hand goods, principally for non-commercial purposes and in accordance with the applicable specifications. The Consumer Sales Act, (Konsumentköplagen 1990: 932), contains comprehensive, generally mandatory rules regarding the rights and obligations of consumers and sellers. The following provisions are related to and supplemented by the Consumer Sales Act.

2. Delivery and risk of the goods

Unless otherwise agreed, the consumer must collect the goods from the seller. If the seller must deliver the goods to the consumer, the consumer must pay for the shipping costs, unless otherwise agreed. The consumer must receive the goods at the agreed time and place. If the consumer fails to collect the goods as agreed or, upon delivery to him/her, does not accept the goods at the agreed time, he/she must reimburse the seller's additional costs, unless the failure is excusable. The risk of the goods is transferred to the consumer when the goods have been handed over and signed for.

3. Examination of the goods upon receipt

Upon receipt or as soon as possible thereafter, the consumer should, in his/her own interest, examine whether the goods or packaging have visible damage and report any such damage to the seller within a reasonable time. The consumer should also check whether the goods work satisfactorily within a reasonable period of time after receiving them. .

4. Errors

The question of whether the goods are defective is regulated extensively in Articles 16-21a of the Consumer Sales Act. The seller is responsible for ensuring both that the goods are free of defects, and that they conform to the goods declaration (a goods declaration must be provided for the purchase of a second-hand boat for a price greater than SEK 50,000) when delivered, even if the defect does not appear until later. A defect that appears within six months after the goods are delivered must be deemed to have existed at the time of delivery, unless otherwise proven or this is inconsistent with the nature of the goods or the defect.

5. Complaints

If the consumer wishes to claim that the goods are defective, they should notify the seller or the seller's designated workshop about the defect. It is important that the complaint is made early. If the consumer does not complain within a reasonable time after they noticed or should have noticed the defect, the consumer loses the right to complain about the defect.

Messages submitted within two months after the buyer detects the defect must always be deemed to have been submitted in a timely manner.

If the consumer does not complain within three years after receiving the goods, the person loses the right to complain about the defect, unless the seller has acted grossly negligently or in breach of good faith, or the defect is such as is referred to in Article 18 of the Consumer Sales Act.

The consumer must be able to demonstrate that the goods have been purchased at the seller and when the purchase took place, preferably by purchase document or receipt. If the purpose of an inspection and/or examination is to determine whether the goods are defective, the seller is entitled to compensation for the inspection and/or examination costs if the result shows that the goods are not defective.

In order to be entitled to compensation for the above costs, the seller must have clearly informed the consumer about this no later than in connection with the receipt of the complaint. However, if the purpose of an inspection and/or examination carried out in connection with a complaint within six months of the delivery is to determine that the defect is not original, or this is incompatible with the nature of the goods or the defect, the seller shall bear any costs.

6. Remedying of errors

The consumer is entitled to require the seller to remedy the defect or to undertake re-delivery, if this can occur without excessive cost for the seller. Remediation or re-delivery must occur within a reasonable period of time after the consumer has presented his claim, and at no cost or material inconvenience for the consumer.

7. The consumer's involvement in remedying defects

In connection with the remedying of defects, the consumer has a duty to participate to the necessary extent, for example by delivering the goods to a workshop and collecting the goods after repair, or in connection with a repair performed in a place of residence, to make the goods available at the agreed time. If special costs, such as necessary travel, arise for the consumer in connection with their participation, the seller will be liable for these costs. However, the consumer has a duty to limit the costs.

8. Other consequences in case of defects

If remediation does not occur within a reasonable period of time after a complaint, the consumer may demand a deduction in the price corresponding to the defect, or in the event that a defect is of material significance for the consumer, they may cancel the purchase. The seller may also be liable to pay damages according to item 10 below. The consumer may withhold as much of the payment as necessary in order to provide security for their claims resulting from the defect.

8. Penalties and complaints due to the seller's delay

If the goods are not delivered or are delivered late, and this is not the consumer's fault, the consumer may, under the conditions stated in Articles 11-13 of the Consumer Sales Act, withhold the payment and either demand delivery or cancel the purchase. The consumer may also claim damages under item 10 below. If the goods are delivered late, the consumer may not cancel the purchase or claim damages if the consumer does not inform the seller within a reasonable period of time that the consumer wishes to complain about the delay.

10. The consumer's right to compensation

Under the terms of the Consumer Sales Act, the consumer is entitled to receive compensation for damages, e.g. costs and losses, that the consumer suffers due to the fact that the goods are defective or due to the seller's delay. However, the damages do not cover compensation for loss in business activities. The consumer has a duty to take reasonable steps to limit their losses.

11. Payment

Unless otherwise specified in the agreement, the consumer must pay in cash when the goods are available to them. If the consumer does not pay at the correct time and if this is not the seller's fault, the seller may withhold the goods and either demand payment or cancel the purchase according to Article 40 of the Consumer Sales Act. A special fee will be charged for payment reminders according to the Debt Collection Charges Act (1981:739).

12. Consumer's right of cancellation

The consumer is entitled to cancel the goods before delivery against payment of compensation to the seller in accordance with item 13 below.

13. The seller's right to compensation

If the seller cancels the purchase or if the consumer cancels the goods, the seller is entitled to compensation for their costs and losses in accordance with Article 41 of the Consumer Sales Act. The seller has a duty to take reasonable steps to limit their losses.

14. Cancellation and re-delivery

If the purchase is cancelled or redelivered, the consumer must return the goods in substantially unchanged condition. In case of cancellation, the seller must return what the consumer has paid, in addition to interest according to Article 5 of the Interest Rates Act. Detailed rules for cancellation and re-delivery are contained in Articles 43-45 of the Consumer Sales Act.

15. Disputes

If a dispute arises and the parties cannot resolve it themselves, a consumer may refer to the municipal consumer guidance services. Disputes should primarily be brought before the National Board for Consumer Complaints (ARN). Disputes may also be brought before an ordinary court. When hearings are held in these instances, the disputed claim may not be recovered.

16. GDPR

The seller shall treat the consumer's personal data in accordance with the GDPR (General Data Protection Regulation).