

# **TERMS AND CONDITIONS GP BULLHOUND WEBSHOP**

## **1. BACKGROUND**

### **1.1**

These general terms and conditions (the "General Conditions") apply when you as a consumer (the "Customer") place an order via [www.gpbullhound.com](http://www.gpbullhound.com) and related pages, (the "Website"). The agreement is concluded between you and GP Bullhound AB, registration number 556857 – 3017 ("GP Bullhound"). Detailed contact information and other information about GP Bullhound are set forth on the Website. The General Conditions are applicable for Customers that are consumers.

### **1.2**

The Customer must be a minimum of 18 years old to order via the Website. GP Bullhound does not, in accordance with Swedish law, accept any credit purchases from persons below 18 years of age. GP Bullhound reserves the right to deny or change a Customer's order (e.g. if the Customer has provided incorrect personal data and/or has any record for non-payment of debt).

### **1.3**

GP Bullhound shall have no liability in case products are sold out, nor for image or typographical errors on the Website, e.g. errors in the product description or technical specification, inaccurate prices and price adjustments (such as changed prices from suppliers, change in currencies) or incorrect information with regards to whether a product is in stock. GP Bullhound is entitled to rectify any such errors and, at any time, to change or update the information. If an inaccurate price has been stated for a product ordered by the Customer, GP Bullhound will naturally notify the Customer accordingly and await the Customer's approval of the amended price prior to GP Bullhound continuing with the order process. All images on the Website shall be considered solely as illustrations. Such illustrations do not guarantee to reproduce the amount of products the Customer will receive or the exact appearance, function or origin of the product. GP Bullhound is not responsible for any information provided by third parties on the Website.

### **1.4**

The Website and all its content is owned by GP Bullhound or its licensors. The information is protected by intellectual property and marketing legislation. This means that trademarks, company names, product names, images and graphics, design, layout and information about products, services and other content may not be copied or used without the prior written consent of GP Bullhound.

## **2. CONTRACTS AND ORDERS**

### **2.1**

In order to place an order through the Website, the Customer must accept the General Conditions. By accepting the General Conditions, the Customer undertakes to comply with the General Conditions in its entirety and acknowledges that they have read the information on personal data and cookies and consents to the use according to GP Bullhound's Privacy Policy set forth [here](#).

## **GP.Bullhound**

GP Bullhound AB, Grev Turegatan 30, 114 38 Stockholm, Sweden Phone +46 8 545 074 14  
[www.gpbullhound.com](http://www.gpbullhound.com)

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## 2.2

A purchase agreement is concluded when GP Bullhound has confirmed the Customer's order and the Customer has received an order confirmation from GP Bullhound via e-mail. GP Bullhound encourages the Customer to save the order confirmation for any future contacts with GP Bullhound's customer service regarding the order. The Customer is entitled to cancel its order up until it has been confirmed by GP Bullhound. If the order is cancelled, GP Bullhound will refund any payments the Customer or its payment or credit card company has made with regard to the order.

## 3. CUSTOMER DATA ETC.

### 3.1

When you visit [www.gpbullhound.com](http://www.gpbullhound.com) and conduct a purchase, GP Bullhound processes your personal data in order to provide the best site possible for you and to complete the purchase agreement. You confirm that the information you entered is accurate and complete and that any inaccurate or incomplete information is your responsibility. Information regarding GP Bullhound's processing of personal data can be found in GP Bullhound's [Privacy Policy](#).

### 3.2

The Customer undertakes to ensure that no one, except the Customer, uses the Customer's log-in details. The Customer may not disclose their username or password to any person and shall ensure that any documentation with information about their username and password is kept in such a way that unauthorized persons may not access the information. The Customer shall notify GP Bullhound without delay if it is suspected that any unauthorized person has obtained access to the Customer's password. The Customer is responsible for all purchases made with the Customer's log-in details if the Customer has not provided such notification.

### 3.3

If GP Bullhound suspects that the Customer has abused its user account or its log-in details or otherwise violates the General Conditions, GP Bullhound is entitled to block the Customer's access to its user account. GP Bullhound is furthermore entitled to assign new log-in details to the Customer.

## 4. PRICES, FEES AND PAYMENT

### 4.1

The prices stated on the Website apply to orders placed on the Website. All prices are presented in Euros and include VAT. The prices include payment and shipping fees.

### 4.2

GP Bullhound currently offers one way to pay for your order, Stripe. These payment options use advanced SSL encryption to keep your transaction secure and do not cost you anything to use (GP Bullhound is charged as the seller, you are not charged as the buyer) so you will not pay any extra for your order. You do not need to hold an account with these Merchants to use these methods of payments. Please refer to Stripe for full terms and conditions of use.

## 5. SPECIAL OFFERS

GP Bullhound may from time to time provide special offers on the Website which may have more favourable conditions than those set forth in these General Conditions. Such conditions will apply for the duration of the special offer and for the specific products set

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forth by GP Bullhound in connection therewith. GP Bullhound reserves the right, at any time, to withdraw such special offers. Upon termination or withdrawal of a special offer, these General Conditions shall apply without any amendments. Any offers on specific products on the Website are valid for a limited period of time or until products are sold out.

## **6. DELIVERY AND SHIPPING**

### **6.1**

Products in stock are normally delivered within the number of working days set forth on the Website. Unless otherwise agreed (e.g. in connection with reservation of products not in stock), delivery will be made no later than 30 working days after GP Bullhound has confirmed the order in writing through the order confirmation.

### **6.2**

Your order will be delivered to the address you indicated when your order was placed. Products bought on GP Bullhound will be delivered to only one address or PO Box address. GP Bullhound uses all reasonable efforts to respect the delivery times indicated on the website. We cannot, however, be held responsible for the consequences of a late delivery or the loss of a package caused by a third-party contracted to make delivery, or by you, or because of some unforeseen event or an Act of God. In the event where you do not receive your package, an investigation will be conducted with the carrier and may take several days following receipt of your claim. During this period of investigation, no reimbursement or re-delivery will take place.

The expected delivery time is set forth in the order confirmation, at the checkout and/or on the current product page on the Website. Unless otherwise expressly agreed and if a delivery is delayed for more than 30 working days and it is not due to you as Customer, you are entitled to cancel the purchase.

## **7. RIGHT OF WITHDRAWAL**

### **7.1**

When purchasing products on the Website the Customer has a 14 day withdrawal period in accordance with applicable consumer protection legislation. This means that the Customer has the right to cancel any purchase by notifying GP Bullhound accordingly within 14 days from when the Customer or its representative received the product ordered (withdrawal period).

### **7.2**

By accepting the General Conditions, the Customer acknowledges and agrees that the right of withdrawal is not valid for the following kinds of products: any digital content delivered other than by a tangible medium.

### **7.3**

In connection with ordering a product for which the right of withdrawal does not apply, the Customer will receive clear information. If a product has been sealed, the Customer may not break the seal if the Customer wishes to utilize its right of withdrawal. The right of withdrawal ceases accordingly when the Customer breaks the seal. A seal shall also include any technical seal (e.g. serial number).

### **7.4**

If the Customer wishes to withdraw a purchase, the Customer shall, prior to the expiry of the withdrawal period, complete and send the form available [here](#).

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## 7.5

If the Customer uses its right of withdrawal, the Customer shall pay for the return shipping costs and is responsible for the condition of the product after the Customer has received the product and during the return shipping. The product shall be returned within 14 days from the date when GP Bullhound was notified of the withdrawal. The product shall be sent well packaged, in good condition and in its original box and/or packaging. Any returns shall be sent to GP Bullhound in accordance with the methods and directions set forth in the confirmation email received after completing the return form. Depending on the destination, customers may be subject to additional charges in order to receive their package. Such charges include Customs & Duty charges, VAT/local taxes, etc. The aforementioned fees are the sole responsibility of the customer/buyer, even in case of forced return, i.e. prior to the parcel being delivered to the customer. If you require more information on this, please promptly contact [orders@gpbullhound.com](mailto:orders@gpbullhound.com).

## 7.6

GP Bullhound may at time offer returns free of charge for certain products. If return free of charge is applicable, this is set forth on the applicable page for the product on the Website.

## 7.7

When the Customer withdraws its purchase, GP Bullhound will refund the amount the Customer has paid for the product, including shipping costs. Any additional shipping costs due to the Customer choosing another delivery than the standard delivery offered by GP Bullhound are excluded from any refund. Upon return of part of an order, the shipping costs will not be refunded. GP Bullhound is entitled to deduct an amount from the amount to be refunded, which corresponds to the depreciation in value of the product compared to the original value of the product, if and to the extent such depreciation in value is due to Customer having handled the product to a greater extent than necessary to determine its function or characteristics.

## 7.8

GP Bullhound will pay back the amount without undue delay, however, no later than within 30 days from the date GP Bullhound received the Customer notification of withdrawal. However, GP Bullhound may delay repayment until GP Bullhound has received the product or the Customer has provided proof that the product has been returned, e.g. by means of certificate of delivery. Repayment will be made to the Customer by the payment method chosen by the Customer, unless otherwise agreed or if there is any objection for such a repayment.

## 8. WARRANTY AND COMPLAINTS

### 8.1

Some of GP Bullhound's products may be subject to warranties. Warranties for products will GP Bullhound cover original manufacturing defects and accordingly not any fault arising upon or after any individual changes of the product's function and appearance, e.g. rebuilding, upgrading or other configuration of the product. The Customer's order confirmation constitutes the certificate of warranty.

### 8.2

The right to file a complaint apply to products which are defective according to applicable consumer protection legislation. Any Customer who wishes to assert their right

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to file a complaint for any product ordered shall contact GP Bullhound, as soon as possible after the defect was discovered, using the form available [here](#).

### **8.3**

GP Bullhound will bear the return shipping cost for any approved complaints.

### **8.4**

Once a product, for which a complaint has been filed, is returned and complaint is approved, GP Bullhound will refund the Customer in compliance with applicable consumer protection legislation. GP Bullhound strives to do so within 30 days from receipt of the complaint by GP Bullhound, but it may be delayed depending on the nature of the product. GP Bullhound reserves the right to refuse any complaint if the product, in compliance with applicable consumer protection legislation, proves not to be defective. GP Bullhound complies with the guidelines provided by the National Board for Consumer Complaints or the corresponding authorities in other European countries for complaint handling.

## **9. LINKS**

GP Bullhound may provide links to other websites beyond the control of GP Bullhound and websites beyond the control of GP Bullhound may provide links to the Website. Even if GP Bullhound attempts to ensure that GP Bullhound provides links to websites which applies similar personal data and security provisions pursuant to GP Bullhound's Privacy Policy, GP Bullhound is not responsible for any protection or confidentiality of information or personal data which the Customer provides on other websites. The Customer should be cautious and read the personal data provisions applicable to the actual website.

## **10. FORCE MAJEURE**

GP Bullhound is not liable for any delays caused by circumstances beyond GP Bullhound's control, e.g. general labour dispute, acts of war, fire, lightning, terrorist attacks, changed governmental orders, technical problems, defects in power- /tele-/computer communications or other communication and defects or delays in the service by sub-suppliers due to circumstances set forth above. Such circumstances shall result in relief from damages and other measures. If any such situation should arise, GP Bullhound shall inform the Customer accordingly both at the beginning and the end of the period for the current situation. If the situation has lasted for more than two months, both the Customer and GP Bullhound are entitled to terminate the purchase with immediate effect.

## **11. CHANGES TO THE GENERAL CONDITIONS**

GP Bullhound reserves the right to change these General Conditions at any time and without notice or reference to any Customer. Any changes to these General Conditions will be posted on the Website. Changes will become valid once the Customer has accepted the General Conditions (in connection with a new purchase or while browsing the Website), alternatively 30 days after GP Bullhound has informed the Customer of the changes. However, GP Bullhound recommends that the Customer regularly remains updated on the Website in order to become aware of any changes to the General Conditions.

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## 12. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable by any competent court, authority or arbitration tribunal, the remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law. Any provisions determined invalid or unenforceable will be substituted by relevant legal guidance and advice.

## 13. APPLICABLE LAW AND DISPUTE RESOLUTIONS

### 13.1

Any disputes shall be settled where possible by agreement after discussions with GP Bullhound's customer services.

### 13.2

If a dispute cannot be resolved through discussion with GP Bullhound's customer services, you, as the Customer, can directly submit complaints online via the EU-commissions platform mediation for disputes, which can be found at the following link [here](#). If you submit a complaint via that platform, your submission will automatically be forwarded to the correct national body responsible for resolving disputes. That body will then contact us and try to resolve the dispute without court involvement. In any dispute, GP Bullhound follows the decision of ARN or the respective Dispute Settlement Body.

### 13.3

Disputes concerning the interpretation or application of these General Terms shall be settled as determined under item 13.2, above, or ultimately by the courts.

These conditions were established by GP Bullhound on 30 November 2018.

PLEASE NOTE! Nothing in these General Conditions affects a Customer's mandatory statutory rights under applicable local laws, to the extent that such rights apply to such Customer and cannot be limited or excluded.

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