

Valid until 19.06.2023

TERMS & CONDITIONS

[1. General provisions](#)

[2. Definitions](#)

[3. Terms of Use for the Online Shop](#)

[4. Services](#)

[5. 2D drawing Service](#)

[6. The Conclusion Procedure for the Sales Agreement](#)

[7. Delivery](#)

[8. Prices and methods of payment](#)

[9. The right to withdraw from the Agreement](#)

[10. Complaints regarding Goods under warranty](#)

[11. Complaints for electronic services](#)

[12. Guarantees](#)

[13. Out-of-court methods of settling complaints and redress](#)

[14. Protection of personal information](#)

[15. Final Provisions](#)

Terms and Conditions of the Online Shop

www.noremax.com

I. General provisions

1. These Terms and Conditions specify the general conditions and ways of provision of Services electronically and selling via the Online Shop www.noremax.com/uk. The Shop is operated by Ewelina Chauhan UTR 8916554893 and VAT 299337967. The registered office is in Oslo, Waldemar Thranes, Gate 49C, 0173 Oslo, Norway, entered into the Register of Traders maintained by the Brønnøysund Register Centre, under the registration number: 996808289, hereinafter referred to as the Seller.
2. The Seller may be contacted by:
 - a. email: eve@noremax.com,
 - b. phone: +44 7368418902,
 - c. via the online chat available on the Online Shop website,
 - d. the contact form is available on the Online Shop website.

3. These Terms and Conditions are always available at the website www.noremax.com/uk, which allows downloading, displaying and recording their contents by printing or saving them to a data carrier at any time.
4. The Seller informs that taking advantage of Services provided electronically may be associated with a risk to any user of the Internet of introducing malware on a computer system or obtaining and modifying Customers' data by unauthorized persons. Therefore, the Customer should apply appropriate technical measures to minimize the above-mentioned risks, particularly by using an antivirus and firewall.

II. Definitions

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

1. **Business Days** – these shall be the days from Monday to Friday, excluding public holidays;
2. **Customer** – a Consumer, Entrepreneur, and Entrepreneur with consumer rights who places an Order as part of the Online Store or uses other Services available in the Online Store, who places an Order with The Seller;
3. **The Civil Code** – is underpinned by the 2010 Constitutional Reform and Governance Act.
4. **Consumer** – the Customer being a consumer within the meaning of the provisions of The Civil Code;
5. **Trader** – trader within the meaning of the provisions of The Civil Code, excluding Trader with consumer rights;
6. **A Trader with consumer rights** – a natural person, concluding an agreement directly related to its business activity, but without professional character for that person, resulting in particular from the subject of their business activity, made available based on the provisions of Central Registration and Information on Economic Activity;
7. **Carrier** – the legal person delivering the Goods ordered by the Customer;
8. **Terms and Conditions** – this document;
9. **Drawing** – digital content within the meaning of the Consumer Rights Act, prepared by the Seller as part of the provision of the 2D drawing Service;
10. **Goods** – the product presented on the Website, with its description available with each of the presented products;
11. **Sales Agreement** – a Sales agreement of Goods within the meaning of The Civil Code, concluded between the Seller and the Customer;
12. **Services** – the services rendered electronically by the Seller for the benefit of Customers within the meaning of the provisions of the Act on The Network and Information Systems Regulations 2018 **Consumer Rights Act 2015** – The Consumer Rights Act came into force on 1 October 2015
13. **The Network and Information Systems Regulations 2018** – The Law Library presents the official text of The Network and Information Systems Regulations 2018 (UK)

14. **Order** – declaration of the Customers will lead directly to the conclusion of a Sales Agreement, specifying, in particular, the kind and amount of Goods.

III. Terms of Use for the Online Shop

1. The Online Shop may be accessed if the IT equipment used by the Customer meets the following minimum technical requirements:
 - a. a computer or a mobile device with access to the Internet;
 - b. access to electronic mail;
 - c. a browser Internet Explorer – version 11 or newer, Firefox – version 28.0 or newer, Chrome – version 32 or newer, Opera – version 12.17 or newer, Safari – version 1.1. or newer;
 - d. Cookies and Javascript are turned on in the web browser.
2. Using the Online Shop shall mean every activity of the Customer which familiarizes him with the Shop content.
3. The Customer shall be obliged in particular:
 - a. not to provide and not to transfer any content forbidden by provisions of law, e.g. the content which is defamatory, promotes violence or infringes personal rights and other rights of third parties;
 - b. to use the Online Shop in a manner not interfering with its functioning, in particular by using specific software or devices;
 - c. not to perform any actions such as: sending unsolicited commercial information (spam) or placing it within the Online Shop;
 - d. to use the Online Shop so as not to disturb other Customers and the Seller;
 - e. to use all the content within the Online Shop solely for one's own personal purposes;
 - f. to use the Online Shop in accordance with the provisions of law applicable to the area of the United Kingdom, with the Terms and Conditions, and also with the general rules governing the use of the Internet.

IV. Services

1. The Services are made available by the Seller in the Online Shop free of charge and are rendered by the Seller 24 hours a day, 7 days a week.
2. The Service which involves the maintenance of an Account in the Online Shop shall be available upon registration. To register is required to fill out and accept the registration form available on one of the Online Shop websites. The agreement for the provision of service which involves the maintenance of an Account in the Online Shop shall be concluded for an indefinite period and shall be terminated when the Customer submits a request to remove the account.
3. The Customer may receive the Seller's commercial information in the form of messages sent to the Customer's electronic mail address (the Newsletter service). To receive such information, the Customer must provide a valid electronic mail address or activate an appropriate field in the registration form or the Order form. The Customer may, at any time, withdraw his consent to receive commercial information.

The Agreement for the provision of the Newsletter Service shall be concluded for an indefinite period and shall be terminated when the Customer submits a request to remove his electronic mail address from the Newsletter subscription list or when he unsubscribes by the link included in the message sent as part of the Newsletter Service.

4. The Customer may use the contact form to send a message to the Seller. The agreement for the provision of service which involves the availability of an interactive form allowing Customers to contact the Seller shall be concluded for a definite period and shall be terminated when the Customer sends a message to the Seller.
5. The Customer may contact the Seller via the online chat available on the Online Shop website. The agreement for the provision of service which involves the availability of an interactive chat allowing Customers to contact the Seller shall be concluded for a definite period and shall be terminated when the Customer closes the chat window or leaves the Online Shop website.
6. The Seller shall have the right to organize occasional competitions and promotions, the terms of which shall always be presented on the Shop websites. The Online Shop promotions may not be combined unless the Terms and Conditions for the given promotion provide otherwise.
7. If the Customer breaches these Terms and Conditions, the Seller – after a prior ineffective cease and desist letter setting an appropriate deadline – may terminate the agreement for the provision of Services upon a 14 days notice.

V. 2D drawing Service

1. The Seller offers the possibility to conclude an Agreement for the provision of 2D drawing Service.
2. According to these Terms and Conditions, the 2D drawing service is offered in the Online Shop consisting of the preparation by the Seller of 2D drawing, based on materials provided by the Customer, including in particular the plans to which the Drawing applies, prepared in electronic form.
3. The Seller begins to provide the 2D drawing Service upon receipt from the Customer of all necessary information, including the materials referred to in point. 2 above, the exact list of which is indicated in the description of the Service on the Online Shop.
4. In the description of the Goods, the Seller informs about the date of completion of the 2D drawing Service and the method of making the drawing available.
5. Item VI of subsections 4-9 of the Terms and Conditions shall apply, respectively to the conclusion of the Agreement for the delivery of digital content
6. The Seller, as part of the conclusion of the Contract for the provision of the 2D drawing Services, grants to the Customer, for an indefinite period of time, a royalty-free and non-exclusive Licence to use the digital Content (hereinafter: the “Licensed Content”). The Seller grants the Customer a Licence to use the Licensed Content in the following fields of use:
 - a. input into the Customer’s computer memory;
 - b. use in any form only for the Customer’s purposes.

7. The Customer does not have the right to grant sub-licenses within the scope of the Licences granted under this section of the Terms and Conditions.

VI. The Conclusion Procedure for the Sales Agreement

1. Information about the Goods as provided on the Shop websites, in particular their descriptions, technical and functional parameters as well as prices constitute an invitation to the conclusion of an Agreement within the meaning of Article 71 of the Civil Code.
2. All the Goods offered by the Seller are brand new, in accordance with the contract, and have been legally introduced to the United Kingdom market.
3. If the Seller applies mechanisms of individual price adjustment based on automated decision-making, it provides this information to the Consumer each time when placing an Order, taking into account the requirements imposed in this respect by the provisions on the protection of personal data.
4. To place an Order, an active electronic mail account is required.
5. If the Order is placed via the Order form available on the Online Shop website, the Customer places the Order with the Seller electronically, which constitutes an offer to conclude an Agreement for the Sales of the Goods being the subject of the Order. The offer made electronically shall be binding for the Customer if the Seller sends – to the electronic mail address provided by the Customer – a confirmation of acceptance of the Order for processing, in the form of the Seller’s declaration of acceptance of the Customer’s offer; upon its receipt by the Customer, the Sales Agreement shall be concluded.
6. The Order may be placed by message via electronic mail on Business Days and from 9 a.m. to 5 p.m. To do that, the Customer should:
 - a. provide to the Seller the name and amount of the Goods from among the Goods presented on the Shop website,
 - b. select the form of delivery and method of payment from the forms of delivery and methods of payment specified on the Shop website,
 - c. provide the information required for processing of the Order, in particular: name and surname, place of residence, telephone number and electronic mail address.
7. The information about the total value of the Order, referred to in the point above, including delivery costs is always provided by the Seller via electronic mail together with the information that the Customer’s conclusion of the Sales Agreement imposes an obligation to pay for the ordered Goods, and at this moment the Sales Agreement is concluded.
8. For the Customers or Customers who are Trades with consumer rights, after an Order has been placed by electronic mail, the Seller shall always send to the Customer a confirmation of the conditions for the placed Order.
9. The Agreement shall be concluded when the Consumer or Customer who is the Trader with consumer rights sends (in response to the confirmation of the Order conditions sent by the Seller) an electronic mail to the Seller electronic mail address, where the Customer: accepts the contents of the sent Order and agrees to its

processing, and also accepts the Terms and Conditions and acknowledges the notice on withdrawal from the Agreement.

10. After the Sales Agreement is concluded, the Seller sends to the Consumer or Customer who is the Trade with consumer rights a confirmation of the conditions to the Customer's electronic mail address or in writing by mail to the address provided by the Customer.
11. The reserves the right to refuse the execution of the Order placed by the Trader, in particular, if the Order does not contain all relevant data if the Trader is in delay with any payment or for other reasons indicated by The Seller.
12. The Seller will inform the entrepreneur about the refusal of the order, regardless of the reason.
13. To the Trades, the Seller may withdraw from the Agreement in whole or in part at any time. If the order is executed in parts, the withdrawal shall have effect only concerning the part of the order which has not been executed, and in particular, which has not been issued to the Carrier, unless the content of the Seller declaration of withdrawal from the Agreement otherwise results.
14. The Seller will inform the Trader about the refusal of the order, regardless of the reason.
15. The sales Agreement shall be concluded in Danish, English, German Norwegian, Swedish, French or Dutch, and its provisions shall correspond to the Terms and Conditions.

VII. Delivery

1. Delivery of the Goods is limited to the territory of the European Union, Norway, Iceland, the United Kingdom, Switzerland or the United States and is performed to the address indicated by the Customer when placing the Order.
2. The Goods shall be supplied by the Carrier, i.e., via a courier company, post operator, or by picking up the Goods at the Seller's personal collection point.
3. If the ordered Goods have different delivery deadlines, the longest deadline shall apply to the whole Order, unless otherwise agreed upon by the Customer or Trader and the Seller when placing the Order.
4. Upon release of the Goods indicated in the Order to the Carrier, the benefits and burdens connected with the Goods as well as the risk of accidental loss or damage to the item shall pass to the Customer or Trader.
5. Delivery shall be made on Business Days. The Seller may individually agree with the Customer or Trader on delivery on days other than Business Days.
6. To Customer or Trader, delivery of the Goods will be performed on the date specified by the Seller.
7. Upon receiving the Goods, the Customer or Trader shall be obliged to check their condition. If any damage is found or if there are any other reservations during the receipt of the Goods, a protocol specifying the reservations should be made in the presence of the Carrier, precisely stating the amount and kind of Goods as well as their damage, by the procedure applied by the given Carrier and document the damage with photos.

8. To the Customer or Trader, the Seller shall not be liable for the Carrier's actions.
9. The Seller shall not be liable for any damage arising out of incorrect information provided by the Customer or Trader when placing the Order, resulting from errors in the contact information or the address for delivery.
10. It is assumed that the person who receives the Goods on behalf of the Customer or Trader is the person authorized by him to receive the delivery and to sign the delivery note on his behalf, and also to perform other actions connected with it.
11. If the Customer or Trader once fails to receive the Ordered Goods, if they are delivered by a Carrier, the Seller shall have the right, at its discretion, to (i) set a different date for receipt or delivery of the Order, or (ii) terminate the Agreement with the Customer or Trader with immediate effect, or (iii) withdraw from the Agreement, on the principles set out herein. Moreover, the Customer or Trader shall be obliged to pay the costs incurred by the Seller for the failure to collect the Goods, as described in this Subparagraph and the shipping costs of the Goods.
12. The Customer or Trader shall pay all costs incurred by the Seller for failure to collect the ordered Goods by the Customer or Trader.
13. The Seller, immediately before placing an Order, informs the Customer or Trader with consumer rights about the number of Business Days needed to complete the Order and its delivery, as well as about the number of fees for the delivery of the Goods.

VIII. Prices and methods of payment

1. The prices for the Goods are provided in British Pounds, Euros, Norwegian Koronas, Swedish Koronas and US Dollars and they include all the components.
2. The Customer may choose the following payment methods:
 - a. bank transfer to The Seller's bank account (in this case the Order's processing shall commence after The Seller sends a confirmation of acceptance of the Order to the Customer, and the Goods shall be dispatched immediately after the funds are credited to The Seller bank account and after the Order is completed or on the date agreed with the Customer).
 - b. electronic payment (in this case the Order's processing shall commence after The Seller sends a confirmation of acceptance of the Order to the Customer and after The Seller receives information from the system of the payment processing agent that the Customer has made the payment, and the Goods shall be dispatched immediately after the Order is completed or on the date agreed with the Customer).
3. The Seller informs the Customer or Trader with consumer rights about the time when he must make the payment for the Order. If the Customer or Trader with consumer rights fails to make the payment within the time specified in the previous sentence, the Seller – after a prior ineffective cease and desist letter setting an appropriate deadline – may withdraw from the Sales Agreement under Article 491 of the Civil Code.
4. The Seller shall have the right to withhold the completion of Orders or delivery of Goods or may withdraw from the Agreement in whole or in part in case of delay in

payment by the Entrepreneur to the Seller. The Entrepreneur shall not be entitled to any present or future claims for damages or lost profits that may result from the suspension of deliveries.

IX. The right to withdraw from the Agreement

1. The Customer, who is the Customer, may withdraw from the Agreement without specifying the reason by submitting an appropriate declaration within 14 days. To keep this deadline, it is enough to send this declaration before its lapse.
2. The Customer may compose the declaration by himself or use the model statement provided by The Seller.
3. The 14-day deadline shall be calculated from the day when the Goods were delivered or – in the case of an Agreement for Services – from the day it was concluded.
4. Upon receipt of the Customer's declaration of withdrawal from the Agreement, The Seller shall send a confirmation of receipt of the declaration of withdrawal from the Agreement to the Consumer's electronic mail address.
5. The right to withdraw from the Agreement by the Consumer shall be excluded in the following cases:
 - a. for provision of services, for which the Consumer is obliged to pay if the Seller has fully performed the service with the express consent of the Consumer who has been informed before the provision that they will lose the right to withdraw from the Contract after the provision of the service by the Seller and has acknowledged this.
 - b. for the provision of services for which the Consumer is obliged to pay, where the Consumer has expressly requested the Seller to come to the Consumer for repair and the service has already been provided in full of the Consumer's express and prior consent;
 - c. for an agreement, the price or remuneration for which depends on fluctuations in the financial market that are beyond the control of the Seller and that may occur before the lapse of the time allowed for withdrawal from the agreement;
 - d. for an agreement where the subject of the service are non-prefabricated Goods manufactured as per the specifications of the Consumer or serving to satisfy his unique needs;
 - e. for an agreement where the subject of the service are Goods which deteriorate quickly or have a short shelf life;
 - f. for an agreement where the subject of the service are Goods delivered in a sealed packaging that cannot be returned if opened, due to health protection issues or for sanitary reasons if the packaging is opened after delivery;
 - g. for an agreement where the subject of the service is Goods which after delivery, due to their nature, remain inseparably connected with other items.
6. Other exceptions to the right to withdraw from the contract are indicated in Article 38 of the Consumer Rights Act.
7. In the event of withdrawal from the Distance Agreement, the Agreement is considered null and void. What the parties have provided is returned unchanged,

unless the change was necessary to establish the nature, characteristics and functionality of the Goods. The return should take place immediately, no later than within 14 days. Purchased Merchandise must be returned to the address provided by The Seller when placing the Order.

8. The Seller shall immediately, but not later than within 14 days from the date of receipt of the Consumer's statement of withdrawal from the Agreement, refund to the Consumer all payments made by him, including the costs of delivery of the Goods. The Seller shall refund the payment using the same method of payment as used by the Consumer unless the Consumer agrees to a different method of reimbursement, and this method will not involve any cost to the Consumer. The Seller may withhold refunds from payments received from Customer until Customer has received the item back or Customer has provided proof of its return, whichever occurs first unless The Seller has offered to collect the item from Customer itself.
9. If the Consumer has chosen a method of delivery of the Goods other than the cheapest usual delivery method offered by The Seller, The Seller is not obliged to reimburse the Consumer for the additional costs incurred by him.
10. The Customer shall only bear the direct cost of returning the Goods unless The Seller has agreed to bear that cost.
11. The provisions contained in this point also apply to the Trader with consumer rights.

X. Complaints regarding Goods under warranty

1. The Seller undertakes to deliver the Goods in accordance with the Agreement.
2. The Seller is liable for non-compliance of the Goods with the contract on the terms set out in the Act on consumer rights towards the Customer who is a Consumer and the Customer who is a Trader with consumer rights. The warranty towards Trader is excluded.
3. Complaints resulting from the violation of the Customer's rights guaranteed by law or under these Terms of Sale should be directed to the address Noremax AS, Kirkegata 20, 0153 Oslo, Norway, e-mail address: claim@noremax.com, phone number +47 48955260.
4. In order to consider the complaint, the Customer should send or deliver the complained Goods, if possible, attaching proof of purchase to it. The goods should be delivered or sent to the address indicated in point 3.
5. The Seller undertakes to consider each complaint as soon as possible.
6. In the event of deficiencies in the complaint, the Seller will call or email the Customer to supplement it to the necessary extent immediately, but no later than within 7 days from the date of receipt of the request by the Customer.
7. The Seller shall not be liable to the Entrepreneur in particular in the case of storage, transport, or use of the Goods contrary to the information contained in the description of the Goods, or labels of the Goods.
8. The Seller's liability for lost profits vis-à-vis the Customer is excluded.
9. Any liability of the Seller resulting from the Sales Agreement, or the provision of the Services for the Customer is limited to half of the amount resulting from the last Order placed by the Customer, but not more than £200.

10. The Customer shall not have any claims against the Seller for claims of third parties arising from the use of the Goods.
11. Concerning the Customer, the Seller shall not be liable for non-performance or improper performance of the Agreement resulting from circumstances of no influence, despite due diligence, in particular strikes, delays of subcontractors or suppliers (force majeure).

XI. Complaints for electronic services

1. The Customer may complain to the Seller about the functioning of the Shop and using the Services. Complaints may be submitted in writing to the following address: Noremax AS, Kirkegata 20, 0153 Oslo, Norway, e-mail address: claim@noremax.com, phone number +47 48955260.
2. In the complaint, the Customer should indicate his name and surname, address for correspondence, and the kind and description of the present problem.
3. The Seller undertakes to process each complaint within 14 days, and if this is not possible – to inform the Customer within that time when the complaint will be processed. If there are any deficiencies in the complaint, the Seller shall request the Customer to supplement it as necessary, within 7 days from the date when the Customer received the request.

XII. Guarantees

1. The Goods may possess the guarantee of the manufacturer or the Seller.
2. For the Goods covered by a guarantee, the information regarding the existence and content of the guarantee, and also the time for which it has been concluded is always presented in the description of the Goods on the Shop websites.
3. Unless otherwise stated in the warranty document, the warranty is granted for a period of 2 years from the date of purchase

XIII. Out-of-court methods of settling complaints and redress

1. The Customer, who is a Consumer, has the following options to use out-of-court complaint and redress methods:
 - a. is entitled to apply to a permanent consumer arbitration court operating at the Trade Inspection with a request to settle a dispute arising from the concluded Sales Agreement;
 - b. is entitled to apply to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Customer and The Seller;
 - c. may obtain free assistance in resolving the dispute between the Customer and The Seller, also using the free assistance of the Citizens Advice consumer service whose statutory tasks include consumer protection. This is the official

body that provides free and independent advice about your consumer rights at any point during your complaint. Contact the Citizens Advice consumer service on **03454 040506** or visit their website

- d. to submit your complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.

XIV. Protection of personal information

The Seller collects and processes the personal information of the Customers in accordance with applicable provisions of law and with the Privacy Policy sent to the Customer in an electronic message.

XV. Final Provisions

1. The Customer is obliged to immediately notify the Seller of any changes in the addresses for delivery, authorisations and powers of attorney, under the sanction of recognizing correspondence as valid and execution of Orders placed by previously authorised persons and recognizing as effective delivery to the last indicated address.
2. The provisions contained in these Terms and Conditions concerning the Consumer, on the subject of withdrawal from the contract and complaints, shall apply to an individual who concludes a contract directly related to his/her business activity, when it follows from the content of the contract that it does not have a professional character for this person, resulting in particular from the subject of his/her business activity, made available based on the provisions on the Central Register and Information on Business Activity. The provisions on out-of-court means of settling complaints and pursuing claims do not apply.
3. All disputes arising from Orders or Agreements concluded between the Seller and the Customer, in particular, those related to the determination of the existence of a legal relationship between the Seller and the Customer, its execution, termination, annulment, and claims for compensation for non-performance or improper performance of the Order or Agreement, shall be subject to the exclusive jurisdiction of the competent courts of the United Kingdom law.
4. The court is exclusively competent to resolve any disputes arising from contracts or orders concluded between the Seller and the Customer shall be the court competent for the seat of the Seller.
5. Settlement of any disputes arising between The Seller and a Customer who is a Consumer or Trader with consumer rights is submitted to the competent courts by the provisions of the applicable provisions of the Code of Civil Procedure.
6. The matters not provided in these Terms and Conditions shall be governed by the provisions of the Civil Code, Act on the Provision of electronic services, Act on Consumer Rights Act 2015 and other relevant provisions of United Kingdom law and regulations shall apply.

7. Whenever the relevant provisions of the law of the Customer who is a Consumer or the Trader with consumer rights, applicable in his country of origin, are more relative to him, the relevant provisions of the law applicable in the country of origin of the Customer shall apply.
8. Each Customer will be informed about any changes to these Terms through information on the main page of the Website containing the date of their entry into force. The date of entry into force of the amendments will not be shorter than 14 days from the date of their announcement. Amendments to the Terms and Conditions come into force to the Customers on the day of its publication on the Website. The changes do not apply to Orders placed before the date of entry into force of the Terms.
9. Reproduction or publication of these Terms of Sale or any part thereof without the written permission of the Seller is prohibited.
10. Unless mandatory provisions of law provide otherwise, the law applicable to the settlement of any disputes arising under these Terms of Sale is United Kingdom law and regulations.
11. Terms of sale are available in Danish, Dutch, Swedish, German, Norwegian or English.

NOREMAX AS – Norway

Kirkegata 20
0153 Oslo, Norway
www.noremax.com
info@noremax.com

NOREMAX – United Kingdom

Ewelina Chauhan
22 Oleander Crescent
Northampton
NN3 8QP
United Kingdom
www.noremax.com/uk
eve@noremax.com

NOREMAX – Sweden

Regeringsgatan 77
111 38 Stockholm
Sweden
www.noremax.com/se
hello@noremax.com

NOREMAX – Germany

Linienstraße 221
10119 Berlin,
Deutschland
www.noremax.com/de
post@noremax.com