

## **Wolverine Europe Retail B.V. - Terms of sale**

**Status: 31.03.2021**

### **Introduction**

These terms and conditions of sale ("Terms of Sale") constitute the terms and conditions on which Wolverine Europe B.V., registered in the Netherlands under company number 34125356, Flemingstraat 5A, 1704 SL Heerhugowaard, the Netherlands ("Wolverine" or "we/us/our") offers and sells products ("Products") to you through [https://www.catfootwear.com/SE/en\\_SE/home](https://www.catfootwear.com/SE/en_SE/home) (the "Website"). Our VAT number is SE516403604701.

Thank you for your interest in our Products and for visiting our Website.

### **Agreement**

#### **Purchase of Products**

In addition to the Terms of Use, your purchase of the Products we offer to you through our Website is subject to these Terms of Sale. Please read the Terms of Sale carefully before ordering Products through this Website, as by placing an order ("Order") for any of our Products with us you agree to be bound by the Terms of Sale. In the "Checkout" section of the Website, you will be asked to click on the "Confirm Order & Proceed with Payment" button to confirm your Order with us and to confirm that you accept these Terms of Sale. If you do not accept these Terms of Sale and do not click on the "Confirm Order & Proceed with Payment" button, you will not be able to place an Order any Products through this Website.

We recommend that you print out these Terms of Sale for future reference.

### **Terms of Sale**

#### **1. Supply of Products via this Website**

1.1 We only accept Orders that provide for delivery to Sweden.

1.2 This Website is established to sell Products to end-use customers only. We reserve the right not to accept Orders, including Orders which we consider fraudulent and Orders from customers who we reasonably believe to be intending to resell and/or commercially export the Product(s).

1.3 By placing an Order via this Website, you acknowledge that:

1.3.1 you have the necessary legal capacity of entering into legally binding contracts;

1.3.2 you are at least 18 years of age or have the consent of your legal representative to enter into a contract with us;

1.4 The prices for the Products are stated in SEK including VAT; however, the applicable delivery costs are not included; these can be found in our delivery information FAQ (Frequently Asked Questions). If delivery costs apply to your Order you will be notified both during the ordering process and again in the confirmation e-mail of your Order we send you later. The indicated prices and delivery costs are only valid and effective for deliveries to Sweden. Prices, offers and Products are subject to availability and may change at any time before we accept your Order and collect payment from you.

1.5 The placing of a Product on this Website is merely an invitation to make offers for Products and does not constitute an offer of contract on our part to sell at the stated price nor is it binding on us. We are under no obligation to accept your Order.

1.6 Although we try to ensure that all prices on the Website are accurate, errors may sometimes occur. In the event that a Product you have ordered is listed at an incorrect price due to a typographical error, we will notify you by e-mail of the correct price before we process your Order and ask you to confirm that you still wish to maintain your Order at the new correct price. Once we have received your confirmation, we will execute your Order. If within 7 days of the date of our price correction e-mail you do not confirm that you wish to maintain the Order, we will treat this as a cancellation of your Order and delete your payment details from our system.

1.7 While we take all reasonable care to ensure the accuracy and completeness of the information on this Website and that all details, images and descriptions of Products are accurate at the time the information is first posted on this Website, the Website is provided "as is" and we do not warrant or make any representation that the content of this Website is accurate or complete. Images and representations may differ and the actual colours of Products may differ from the colours shown in the images as a result of the photographic process. Furthermore, no warranty is given that the Website will be available without interruption, and no liability can be accepted in respect of losses or damages arising out of such unavailability.

## **2. Order Acceptance**

2.1 Orders are placed via the Website as follows:

2.1.1 You must place the Product you wish to purchase in your shopping cart and then proceed to checkout.

2.1.2 If this is your first purchase on the Website, you may then create a user account with us and log in; if you already have a user account with us, please enter your login details to access your user account. You can also continue the ordering process as a guest without logging in.

2.1.3 You will then be asked to enter your delivery address and payment details.

2.1.4 Once you have completed compiling your Order, you will be shown again all the Products you have selected and the total price including all taxes and duties and you will be asked to confirm that your Order is correct and that you agree to these Terms of Sale. If your Order is not correct, you will be able to access your Order again and correct any errors before finally confirming your Order by clicking on the button "Confirm Order & Proceed with Payment" and submitting it in a legally binding manner. It is your responsibility to ensure that your Order is correct before you submit it to us.

2.1.5 After you have submitted your Order to us, we will process the payment details you have given us to take payment for your Order, and you will then receive an e-mail from us acknowledging your Order and giving you estimated timescales for delivery. We will then check whether we are able to fulfil your Order as requested and will send you an e-mail to confirm this. All Products are sold subject to availability.

2.1.6 You should check this order confirmation e-mail for accuracy and inform us immediately in the event of any errors. This e-mail does not constitute an acceptance of your Order. Your Order is accepted when the Products are dispatched to you, which also constitutes the purchase contract between you and us. Provided that we have fully processed and received payment for the Product, ownership and title of the Product will pass to you upon delivery.

2.1.7 For the avoidance of doubt, we would like to point out that Products of an Order whose availability we have not confirmed in the order confirmation e-mail are not part of our contract with you.

2.2 If there are any problems with your Order, a Wolverine representative will contact you.

### 3. Prices and Payment

3.1 The purchase price is due immediately upon conclusion of the purchase contract. Payment for all Products must be made by credit or debit card. We accept payments with MasterCard and VISA and will only confirm your Order once we have received a direct debit authorisation or a validity and payment confirmation.

3.2 For payment cards, all credit and debit cardholders and bank/building society holders respectively are subject to a validation check and approval request. If the issuer of your payment card or our independent service provider who is responsible for checking the validity of cheques does not approve the payment or refuses to validate it for any reason, we will not be liable for any delay in delivery or non-delivery of the Products you have ordered as a result.

### 4. Availability and Delivery

4.1 Delivery is restricted to Sweden. We aim to deliver Products to Swedish addresses by the date set out in our Order confirmation e-mail or, if no date is specified, within ten working days (subject to a maximum of 30 working days) of the date of our Order confirmation e-mail. If delivery is not possible within this period, we will notify you in advance and provide you with an alternative delivery period ("New Delivery Date"). If you refuse the new delivery date, your Order will be cancelled and we will refund your payment.

4.2 All deliveries will be sent by registered mail or courier. On receipt of the Products a signature may be required, so please ensure you choose the correct delivery address. You should keep your delivery note and all packaging and should notify our customer services team immediately if any of the Products are missing or damaged (for Products which are damaged on delivery please see clause 6.3 below).

### 5. Your right of Withdrawal

If you are a consumer and have purchased one or more Products that are delivered in one shipment or several Products which are delivered in partial deliveries, the following withdrawal policy applies:

#### Withdrawal policy

##### Right of withdrawal

You have the right to withdraw from this contract and return your Product(s) within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you or a third party designated by you, other than the carrier, took possession of the last good.

To exercise the right of withdrawal, you must inform us (Wolverine Europe B.V., c/o Wolverine Europe Ltd, King's Place, 90 York Way, London N1 9AG, United Kingdom, e-mail: [info@catfootwear.eu](mailto:info@catfootwear.eu)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

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

### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such 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 such reimbursement. We may refuse to refund until we have received the goods or until you have provided proof that you have returned the goods, whichever is earlier.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods if the price of the goods to be returned does not exceed an amount of 400 SEK. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

To exercise your right of withdrawal you can use the following sample withdrawal form, which is not mandatory.

### Sample Withdrawal form

(If you want to withdraw from the contract, please fill in this form and send it back).

- To

Wolverine Europe B.V.  
c/o Wolverine Europe Ltd  
King's Place  
90 York Way  
London  
N1 9AG  
United Kingdom

E-mail: [info@catfootwear.eu](mailto:info@catfootwear.eu)

Fax: [Insert fax number]

- I/we (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)

- Ordered on (\*)/received on (\*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only if this form is notified on paper)

- Date

Commented [BM1]: **BMK Sweden:**  
Insert Wolverine's fax number.

Deleted: :

(\*) Delete as appropriate.

## 6. Return Regulations

6.1 Please try on shoes that you have ordered from us with socks and indoors.

6.2 If you are returning Products to us, please follow the instructions enclosed with the package or those given under this section Return Regulations. If you have difficulty returning the Product or printing a return label, please contact our customer service department at [INFO@CATFOORWEAR.EU](mailto:INFO@CATFOORWEAR.EU) to request a return label. Please follow all instructions, as this is the only way we can quickly refund your payment and process your withdrawn purchase or returned Products.

6.3 In the event that the Products delivered are the wrong Products or the Products are faulty or damaged, we will cover the cost of returning them. We will, at your option, within the limits of the statutory warranty, either repair or replace defective Products (provided the same or equivalent Products are available) or grant you a price reduction or refund the purchase price paid, including delivery charges. You may in some instances also be entitled to damages.

## 7. Refunds

7.1 If you return faulty, incorrect or damaged Products in accordance with **section 6.3** of our returns policy, we will refund the full payment made to us, including shipping costs.

7.2 The refund will be made by crediting your payment card account from which the amount was originally debited.

7.3 All refunds will be made within 30 days of receipt of your withdrawal from the contract.

## 8. Warranty and Liability for Products delivered

8.1 We warrant to you that any Product purchased from us through this Website is of satisfactory quality and reasonably fit for all the purposes for which Products of the kind are commonly supplied. In the event of any defects in quality or title of any Product delivered, you are entitled to all consumer rights under the statutory provisions.

8.2 We shall be liable without limitation for intentional and grossly negligent acts including fraudulent misrepresentation.

8.3 In the event of simple negligence, our liability shall be limited to foreseeable damages typically occurring in connection with an Order and only to the extent that a breach of an obligation whose fulfilment is essential for the fulfilment of the Order, and on whose fulfilment you may generally rely, exists. The foreseeable damage directly related to the Order is limited to the purchase price of the Product.

8.4 Limitations or exclusions of liability in accordance with this clause do not apply in the case of culpably caused personal injury or in cases of gross negligence and intent.

8.5 Nothing in this section shall be construed as limiting your rights as a consumer under applicable consumer laws.

## 9. Customer Service and Notices

9.1 If you have any questions, comments, complaints or other explanations regarding your purchases, you can contact [info@catfootwear.eu](mailto:info@catfootwear.eu) or Wolverine Europe B.V., c/o Wolverine Europe Ltd, King's Place, 90 York Way, London N1 9AG.

9.2 Notices from us may be sent either to the e-mail address or postal address provided by you when placing an Order. You are obliged to keep these contact details up to date at all times. A notice will be deemed to have been received and properly delivered 24 hours after the e-mail is sent or five working days after the date of dispatch of the letter, provided that the notice was sent to the last e-mail address or postal address that you yourself provided. To prove that a notice has been delivered, it is sufficient to prove that the letter has been correctly addressed, stamped and placed in the mailbox; in the case of an e-mail, it is sufficient to prove that the e-mail was sent to the e-mail address of the recipient indicated.

#### **10. Entire Agreement**

These Terms of Sale, the Terms of Use and the Privacy Policy constitute the entire agreement between you and us with respect to your use of the Site. Nothing said by any employee of ours shall be construed as a change to these Terms of Sale or as a representation regarding the nature, condition or availability of the Site or the Products made available on the Site.

#### **11. Severability Clause**

If any provision of these Terms of Sale is invalid or ineffective, it shall be replaced, to the extent permitted by law, by the provision which comes closest to the invalid or ineffective provision in economic terms.

#### **12. Waiver**

No delay or failure to exercise any power, right or remedy under these Terms of Sale shall be deemed a waiver thereof. Nor does any single or partial exercise of such power, rights or remedies preclude their other or further exercise.

#### **13. Assignment**

You are only entitled to assign existing claims against us to third parties with our prior written consent.

#### **14. Amendment of the Terms of Sale**

You will be subject to the Terms of Sale in force at the time of your Order or, if we notify you of a change to the Terms of Sale before collecting payment and accepting your Order and you have accepted these amended Terms of Sale, these amended Terms of Sale will apply.

#### **15 Place of Jurisdiction, Applicable Law**

These Terms of Sale shall be governed by the law of Sweden and only the courts of Sweden will have exclusive jurisdiction with respect to any dispute arising under or in relation to them.

#### **16. Use of your Personal Data**

Please also read the terms of the privacy policy, which contains important information about the use of the personal data you provide when using this Website.

#### **17. Alternative Dispute Resolution**

We are neither willing nor obliged to participate in dispute resolution procedures before a consumer dispute resolution body.

Consumer information under Regulation (EU) 524/2013: For the purpose of out-of-court settlement of consumer disputes, the European Commission has set up an online dispute resolution platform (OS Platform). The OS Platform can be accessed at <http://ec.europa.eu/consumers/odr/>.

If a dispute cannot be resolved through negotiation between the parties, you can submit the matter to the National Board for Consumer Disputes (ARN) at <http://www.arn.se> for resolution.