

## **Still in Fashion Sales and User Terms and Conditions**

### **General**

These Sales and User Terms and Conditions apply to users and buyers of goods on the [www.stillinfasion.com](http://www.stillinfasion.com) website. Still in Fashion AB (company reg. no. 556910-2832) enters into contracts with persons aged 18 years or over only. If you are under the age of 18, you must have your parent's or guardian's permission to buy and sell with us, **Still in Fashion AB (company reg. no. 556910-2832)**

### **1. Use of the website**

Access to and use of the website [www.stillinfashion.com](http://www.stillinfashion.com) and the goods and sales services available on this website are covered by Still in Fashion's Sales and User Terms and Conditions. In using the website's services, you agree that the Sales and User Terms and Conditions may be updated by us from time to time. You should therefore keep yourself regularly up to date with this page, so that you are aware of any changes that Still in Fashion may have made to the Sales and User Terms and Conditions.

Access to this website is permitted on a temporary basis and Still in Fashion reserves the right to revoke or change the services on the website without prior notice. Still in Fashion is not responsible in the event that this website is not available for any period of time. We may limit access to certain parts of or all of this website from time to time for technical maintenance or to make changes.

In the event of obvious errors, e.g. regarding price or a printing error, Still in Fashion reserves the right to correct the error afterwards. If, as a Buyer of a good, you are not satisfied with this correction, you may cancel your order at no cost. We also reserve the right not to execute an order in the event of technical problems or if the good is revoked by the seller or purchased by another customer. If you wish to correct your order after placing it, Still in Fashion can only do this if it has not yet sent the good to you.

### **2. Order confirmation and passing of risk**

When we have received your purchase order, we immediately send confirmation to you that we have received your order. You become the owner of the goods you have ordered when we have received full payment for the goods and they have been delivered to you. When the good(s) have been delivered to your address or your collection point, the liability for loss or breakage passes to you.

### **3. Payment**

Payment can be made via Paypal, Klarna, bank giro, business account as described below and as per the instructions on the website. Order confirmation for a purchase is sent by email to the email address specified when registering a purchase order. If the email address is missing, the order confirmation is sent by post to the specified postal address. Payment can be made to Klarna, by deposit to bank giro BG 339-4988 (Still in Fashion AB), Paypal, or business account Handelsbanken 6001 880 679 158 (Still in Fashion). Select a payment method and follow the instructions for paying for a purchase on [www.stillinfashion.com](http://www.stillinfashion.com).

When Still in Fashion has received payment for the good, the good is sent to the Buyer by recorded delivery no later than five (5) days by DHL, UPS or PostNord.

#### **4. Delivery and carriage**

Carriage is only covered for purchases within Sweden, for purchase outside Sweden the price is added to the price and paid for by the Buyer. The normal delivery time is 2-4 days (within Sweden) upon full payment, depending on the distance to the Buyer. A delivery confirmation email is sent to the stated email address when an order has been sent. If you do not receive this email within three (3) working days, you should contact our customer service at [buyandsell@stillinfashion.com](mailto:buyandsell@stillinfashion.com).

Still in Fashion sends all parcels within Sweden by DHL, UPS or PostNord as recorded delivery. The order is sent to DHL's or PostNord's collection point. A text is then sent to the mobile number provided by the Buyer on placing the order with Still in Fashion or a paper notification is sent, which you take with you when you collect your parcel.

If the good is damaged or lost on transit to the Customer, Still in Fashion is liable. In such an event, the Customer is obliged to notify Still in Fashion immediately and no later than twenty four (24) hours after placing the order. If the good is damaged or lost on return to Still in Fashion, the Customer assumes the risk and is liable for payment.

#### **5. Goods in existing condition**

Goods that are sold via [www.stillinfashion.com](http://www.stillinfashion.com) are sold in their existing condition. Still in Fashion only deals in second-hand products and, hence, the goods can be expected to have necessary wear. Obvious or an unnaturally large amount of wear is stated in the text that describes the good on [www.stillinfashion.com](http://www.stillinfashion.com).

#### **6. Prices**

The prices are fixed and offers cannot be accepted. The price stated next to the relevant good on [www.stillinfashion.com](http://www.stillinfashion.com) is the price the Buyer pays. The price includes a sales commission of twenty-nine percent (29%), which includes VAT, to Still in Fashion. The other seventy-one percent (71%) accrues to the seller. Postage and carriage costs within Sweden are paid for by Still in Fashion, for deliveries abroad the costs are covered by the Buyer.

#### **7. Uncollected parcels and fee**

Parcels containing paid for goods that have not been collected by the Buyer shall be subject to an uncollected parcel fee of SEK 1.000:-. The fee is equivalent to the costs of the service charge, return carriage, loss of product on website and handling. Payment of this service charge must be made within ten (10) days from the invoice being sent by Still in Fashion. Late payment is subject to a reminder fee of SEK 50 as well as late-payment interest and any recovery costs. If the parcel is not collected, it is automatically recorded as not collected and then billed.

#### **8. Right to cancel, complaints and returns**

At Still in Fashion, we obviously want you to be happy with your purchase. If you trade as a private person you have the right to cancel according to Swedish law and, as a buyer and consumer, you have a full right to return within 14 days from when you receive the good. If you want to use your right to cancel, you must notify Still in Fashion in writing within 24h of receiving the goods that you want to cancel/return your purchase by post or via the email address below, upon which you must return the good at your own cost within the 14 days period and you will be refunded as described in this point. Observe that the goods need to reach Still in Fashion within the 14 days period. If a good is returned that has been used and handled by the Buyer to a greater extent than would have been necessary to determine the good's features and function, the Buyer is liable for compensating Still in Fashion for any decrease in value that may have occurred. The extent of the decrease in value is determined solely by Still in Fashion. The right to cancel can be used by the Buyer provided that the

good is returned together with the labels, locking devices, identification labels, packaging and any casing, information folders and certificate of authenticity that came with the good on delivery. The Buyer may, of course, try on the good to see if it fits. However, if the Buyer removes the identification label the right to cancel is lost immediately.

If the Buyer makes a complaint about a good due to considerable damage or defect, we will make an assessment and request you to return the good for inspection. In the event of considerable damage or defect, or if the good was in a considerably worse condition than the Buyer could have expected, the Buyer has the right to cancel the purchase or receive a corresponding reduction in the price. The Buyer will be refunded the full purchase price or a smaller amount after a fair valuation. Refunds are normally made within ten (10) working days from when Still in Fashion received and approved the complaint. If the complaint concerns the authenticity of the good, we will ask you to send us a written opinion from an independent and recognised expert.

All goods returned to Still in Fashion must be packaged carefully to prevent damage to the good. The Customer is liable for the transport risk and cost of returns to Still in Fashion.

Still in Fashion can only make refunds by the same method and to the same account as used to place the order.

Return address for cancellations and complaints:

Still in Fashion

Storgatan 57, SE-115 23 Stockholm

[buyandsell@stillinfashion.com](mailto:buyandsell@stillinfashion.com)

Still in Fashion is the commissioning agent and intermediary between the Buyer and seller of the good and must ensure that transactions on [www.stillinfashion.com](http://www.stillinfashion.com) are made in an ethical manner. Therefore, we cannot continue the customer relationship with customers who repeatedly use the right to cancel in such a manner that a pattern emerges, indicating that there are no real intentions to follow through with the purchase. Still in Fashion decides in each individual case whether a customer's purchasing and returns pattern constitutes an abuse of the right to cancel. If Still in Fashion can establish a behaviour that constitutes abuse of the right to cancel, we will send a warning to the customer that we will decide to end the customer relationship if it is repeated.

## **9. Force majeure**

Still in Fashion is not liable for loss or damage incurred by the Seller due to a discontinued sale or late payment as the result of an act of war, labour market conflict, official measure, fire or other accident or circumstance that Still in Fashion was not able to control or foresee.

## **10. Disputes**

Any disputes arising from use of this website [www.stillinfashion.com](http://www.stillinfashion.com) or the purchase of a good(s) on the website in Sweden shall be resolved according to Swedish law and before a court in Sweden. Any disputes arising from the contract concerning the sale of a good(s) outside Sweden shall be resolved according to the law applicable in the relevant country and before the district court in the relevant country in the first instance.

## **11. Handling of personal details and confidentiality**

Personal details provided on contact with Still in Fashion as part of a customer/contract relationship is handled manually as well as electronically in a secure and confidential manner. As the Buyer, it is important and your responsibility to ensure that your details are correct and complete, i.e. that you have specified your email address, bank details etc. correctly. You can correct details at any time by contacting us at [buyandsell@stillinfashion.com](mailto:buyandsell@stillinfashion.com). When you do business with Still in Fashion, we ask

you to provide certain personal details, e.g. name, personal ID number, address, email address and bank details. Still in Fashion saves and uses these details to enable you to buy and sell goods, to communicate with you and to send you our newsletter if you have consented to this. We record what purchases and sales you make and we also use the details for statistics and to improve the user experience on our website. We only pass your personal details to our permanent cooperation partners, e.g. transport companies, IT subsuppliers and our payment partner, and if the case arises by law to the Police and other authorities, and only to the extent that is necessary to abide by the law, process your transactions and sales or ensure optimum operation of our website.

We will save your personal information one year after your completed transactions. If you want to know what personal information we are processing, you may request a registry extract of the processed personal data, or you may request that we delete your personal information, which we will do if it does not conflict with the freedom of expression or incentives on rights to investigate or other law.

## **12. Cookies**

According to Swedish law, all visitors to a website containing cookies must be notified that the website contains cookies, what these are used for and how cookies can be avoided. A cookie is a small text file which is stored on your computer and which contains information. Cookies are used for purely technical reasons for the website's functionality, for example for logging in, navigating and form management. There are two sorts of cookies, one sort that saves a file permanently on your computer and another sort that is saved temporarily for the period while you are on the website. Still in Fashion uses the latter type of cookie. If you do not want to permit cookies to be stored on your computer, you can disable them in your browser's settings (see your browser's instructions, as the procedure varies depending on what browser you use). However, this means that the functionality of the website will be limited.

*These terms and conditions are valid from 30 June 2018.*