

# AXELSEN & SÖN

INTER LEATHER · EST. 1957

## Terms & Conditions

### General information

This website ("Website") montana-est1957.com is provided by:

AXELSEN & SÖN A/S

Industrivej 11D  
6900 Skjern  
Danmark

VAT: 18458306  
Phone no.: +45 97 35 11 77  
E-mail: customerservice@axelsenson.com

If you experience problems with your order on the Website or the general use of montana-est1957.com, please contact our Customer Service:

Phone no.: +45 97 35 11 77  
E-mail: customerservice@axelsenson.com

Monday – Thursday 8.00 – 16.00  
Friday 8.00 – 13.30

If you do not understand parts of the Terms and Conditions, we recommend that you contact Customer Service before you start shopping on the Website.

### Important Notice

READ THE TERMS AND CONDITIONS CAREFULLY BEFORE YOUR ORDER GOODS FROM MONTANA-EST1957.COM.

These terms and conditions (the "Terms and Conditions") apply when you order or buy goods on the Website. The Terms and Conditions may be updated from time to time (for example to reflect changes in technology, our business model, our system capacity or in relevant laws and regulations), and we therefore ask you to accept the Terms and Conditions every time you shop with us. Any reference to "you" or "your" means you as a user of montana-est1957.com, any reference to "we", "us" or "our" means AXELSEN & SÖN A/S.

If you do not accept these Terms and Conditions, you cannot order or purchase goods on the Website.

**You have the right to withdraw from this contract without giving any reason within 14 days after the date on which you or a third party other than the carrier and indicated by you acquires physical possession of the goods.** Read more under "Right of withdrawal".

The rules on lack of conformity in the Danish Sale of Goods Act apply to your purchase, which means that you have certain statutory warranties for the goods' conformity with the contract. Read more under "Non-conforming goods and incorrect goods".

### Ordering

The online shop is open 24 hours a day, but it may be closed due to maintenance services. To the extent possible, we try to perform such maintenance services during the night.

Contracts can only be concluded on the Website or by phone to our Customer Service. We do not process orders made in emails, letters or faxes.

An order placed on a holiday or during the weekend will be processed on the following business day.

You must be at least 18 years old to purchase goods on the Website and possess a valid payment card that is accepted by us. If you are under the age of 18, you must have a legal basis for entering into a contract with us.

We can only process your order if the delivery address is a residential address, a business address or a Access Point in one of the countries on the "We deliver to" list.

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Among other things, we reserve the right to cancel the contract of purchase in one of the following situations, without being liable for compensation or other costs:

- Your payment details are incorrect or cannot be verified
- Your order is placed with the purpose of committing fraud etc. or placed in connection with a criminal offense or other unlawful activities
- There is an inadvertent error on the Website, such as a payment error or the like
- We have reasons to believe that you are under the age of 18

## At what point in the ordering process are you bound by your order?

Before submitting the order, you have the option of changing the information that you have provided, including delivery and billing information or payment information. Furthermore, you have the option of making changes to your order or to remove goods from your shopping basket.

When you click "Order and pay" and the receipt appears on your screen, you are bound by the contract of purchase. Please read more under "Right of withdrawal".

Please contact our Customer Service if you made a mistake while placing your order - they are ready to help you.

You will receive an email confirming your order.

After the conclusion of the contract, the provisions on withdrawal apply, see below.

## Language of the Contract

This Contract may only be concluded in English.

## Access to the Contract

You will receive a confirmation of the content of the contract and a link to these "Terms and Conditions" by email. We store concluded contracts, including the order confirmation, for a certain amount of time, and we recommend that you save these documents as well; they may not necessarily be available on the Website subsequently.

## Measures against fraud

In order to protect you and our other customers against fraud and maintain a high level of security for online purchases, we may carry out verification checks. The verification check may comprise the data that you send when ordering, including your address and payment information.

## Means of payment

We accept the following means of payment:

- Visa
- MasterCard

## CVV (Credit Card Verification Number)

If you pay by credit card, you will be asked to enter the card's security code. You will find the three-digit security code on the back of your credit card, usually on the right side of the credit card's back. The security code is necessary for the payment to be processed and for maintaining a high level of security. There may also be other similar safeguards.

## Payment procedure

Once your goods leave our warehouse to be delivered, your payment will be debited on the selected payment service.

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## Prices & delivery

All the listed prices for goods, delivery costs and other costs include taxes and value-added taxes. Costs relating to delivery, freight or postage may vary and are added to each order. Please read more under "Delivery Costs".

## Currency

The prices on montana-est1957.com are shown in the following currencies:

- Danish kroner (DKK)
- Euro (EUR)

Please use the function "currencies" at the top of the Website if you want to change your currency selection. Please note that a change of currency may influence the price and delivery costs.

## Delivery

We deliver to the following countries:

- Denmark (excl. The Faroe Islands and Greenland)
- Europe

## Delivery Costs

### Order for delivery in Denmark:

- We offer free freight delivery on all orders above 299,00 DKK to a business address or Access Point.
- On orders below 299,00 DKK the costs of delivery are 39,00 DKK.
- We offer delivery to a residential address. If this form of delivery is chosen, extra delivery costs of 49,00 DKK (regardless of the order size) will be added.

### Order for delivery in Europe:

- We offer free freight delivery on all orders above 40 EUR to a business address or Access Point.
- On orders below 40 EUR the costs of delivery are 10 EUR.
- We offer delivery to a residential address. If this form of delivery is chosen, extra delivery costs of 6.9 EUR (regardless of the order size) will be added.

## Delivery Terms

Goods will be delivered to the delivery address specified in the order. We only deliver to a residential address, business addresses and Access Points. We do not deliver to PO boxes.

Your goods will be delivered Monday to Friday. The time of delivery depends on the country in which the delivery takes place and the carrier used. Orders submitted before 1pm are usually shipped on the same day. Orders placed later are dispatched on the following day. This applies only to business days, which are Monday to Friday excluding Danish public holidays.

In Denmark, we deliver your goods with GLS within 1-3 business days.

In Europe we deliver your goods with UPS Standart within 2-5 business days.

The goods must be signed for upon receipt. It does not necessarily need to be signed by you. People at the delivery address (e.g. a family member, friend, receptionist, etc.) may sign for the receipt with binding effect on you.

Our carrier will make at least one delivery attempt at a residential address or business address in Denmark. No matter what kind of delivery the carrier will leave a receipt which informs you about the details of the possibility of a self-pickup. The carrier will usually keep the goods for 8 days before returning them to us as undelivered.

Our carrier will make one delivery attempt at a residential address and up to three delivery attempts at a business address in Europe. In each case the carrier will leave a receipt which informs you about details of the possibility of a new delivery attempt or details of the possibility of a self-pickup. The carrier will usually keep the goods for 8-10 days before returning them to us as undelivered.

Please note that the risk of loss of or damage to the goods passes to you after delivery. If the package appears to be damaged, you should refuse to receive the goods. If you wish to complain about any lack of conformity, you are required to give notice to us. Please read more under "Non-conforming goods and incorrect goods".

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## Separate deliveries

If your order consists of multiple goods, we reserve the right to make separate deliveries. Separate deliveries may be necessary if certain goods are delayed or out of stock at the time of order. You will be informed if your order is subject to separate deliveries. You will not be charged with additional delivery costs for separate deliveries.

## Right of withdrawal

You have the right to withdraw from this contract without giving any reason within 14 days.

The withdrawal period will expire 14 days after the date on which you or a third party other than the carrier and indicated by you acquires physical possession of the goods.

In case of a contract relating to multiple goods ordered in one order and delivered separately (i.e. separate deliveries), the withdrawal period shall expire 14 days after the date on which you acquire or a third party other than the carrier and indicated by you acquires physical possession of the last good.

In case of a contract relating to delivery of a good consisting of multiple lots or pieces, the withdrawal period shall expire 14 days after the date on which you acquire or a third party other than the carrier and indicated by you acquires physical possession of the last lot or piece.

To exercise the right of withdrawal, you must inform us (see contact information below), about your decision to withdraw from the contract by an unequivocal statement (e.g. letter sent by post or email). You can use the standard withdrawal form below, but it is not mandatory.

The withdrawal deadline is met if you send your notice 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 payments as you used for the initial transaction. You will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You are only liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods.

You will have to bear the direct costs of returning the goods. You must send back the goods without undue delay and in any event no 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.

When returning the goods, we recommend you use a delivery form where the shipment can be tracked. This will be your guarantee that the package will be delivered to our warehouse. Please note that we DO NOT pick up returned items in parcel shops. All returned goods must be sent to the following address:

AXELSEN & SÖN A/S  
Industrivej 11D  
6900 Skjern  
Denmark

## Return guidance:

- Please remember to inform us regarding your decision on sending back your goods (e.g. to [customerservice@axelsen.com](mailto:customerservice@axelsen.com))
- Please pack the goods you want to return into the original packaging (The goods must be in the same condition as when you received them)
- Fill out the enclosed return form and place this into the packaging along with your return goods.
- Close the package.
- You can use the enclosed address label and attach this on to your return package - place the label on top of the already used delivery label. The enclosed address label is NOT a paid return label. REMEMBER you will have to bear the cost of returning the package yourself. We recommend you use a delivery form where the shipment can be tracked when the goods are returned to us. Then you are guaranteed the package is delivered to our warehouse.

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## Non-conforming goods and incorrect goods

If your goods are non-conforming or we have delivered the incorrect goods, please contact our Customer Service. If you notice the non-conformity or incorrect goods at the time of delivery, you should refuse to receive the goods.

In case of non-conforming goods or incorrect goods, you can choose between the following options:

- Return the goods and receive a refund of the purchase price and all delivery costs when our Customer Service has processed the returned goods.
- Return the goods and receive similar goods when our Customer Service has processed the returned goods, provided we can supply an equivalent.

When contacting Customer Service, you will be asked to provide the order number, possibly the goods/item number, and to describe what is wrong with the goods etc.

You are not responsible for costs associated with the return of non-conforming goods or incorrect goods. We will refund the purchase price and of course the delivery costs once we have received the goods, unless you choose to receive new goods to replace the original goods.

## Other matters

### Updating the website

We do our best to update the Website and to ensure that prices, offers, descriptions and other information concerning the goods are correct. Typographical errors and errors in prices, offers, descriptions and other information concerning the goods may occur, and sometimes we discover that the prices on goods are incorrect. We reserve the right to change any incorrectly stated information without prior notice.

### Copyright and trademark

All content on montana-est1957.com in the form of, but not limited to, text, logo, graphics, images and their composition is owned by AXELSEN & SÖN A/S. It is not permitted to copy, modify, distribute or republish the content from the website without the express consent of AXELSEN & SÖN A/S. The website content may only be copied for private use.

### Force Majeure

We are not responsible for delays or failure to meet our obligations in relation to the Terms, if the delay or the non-compliance is due to events beyond our control.

### The completeness of the contract

These Terms and Conditions constitute the complete terms of the contract between us.

### Invalidity

If one or more of the provisions in the Terms and Conditions are declared fully or partially invalid, the remaining provisions still apply.

### Assignment

We are entitled to assign our rights and obligations under the contract with you to third parties. The standard of the service you receive will not be impaired by the assignment. We will notify you of such possible assignment. By accepting these conditions, you consent to any such future assignment. At the same time, you agree that from the time when we have given you notification of the assignment, your rights may be claimed only against the third party in question.

### Privacy Policy

We treat your personal data confidentially. Please read our Privacy Policy that explains how we use the personal data that you provide in connection with the ordering procedure, and your use of the Website in general. Please also read our Cookie Policy.

### Right to complain

In case you wish to complain about goods purchased from us, please contact our Customer Service. You can contact our Customer Service by telephone, email or ordinary mail. You can find our contact information under "General information" above.

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You may also submit a complaint about goods purchased from us to the Danish Dispute Resolution Institute, Nævnenes Hus, Toldboden 2, 8800 Viborg, Denmark. You can submit a claim online through Klageportalen for Nævnenes Hus.  
<https://kpo.naevneneshus.dk/>

You may also use the European Commission online complaints register when submitting your complaint. This is particularly relevant if you are a consumer residing in another EU country. You may submit the complaint by using the following link: <http://ec-europa.eu/odr>. When submitting the complaint, you must state our email address [customerservice@axelsenson.com](mailto:customerservice@axelsenson.com).

In case we cannot reach a settlement through the Danish Dispute Resolution Institute, you will have access to submit a complaint to the Consumer Complaints Board.

If you wish to submit a complaint to the Consumer Complaints Board, please follow the link: <https://minsag.forbrug.dk/FKVWeb/CheckComplaintStart.aspx>

## Choice of law and jurisdiction

Any contracts concluded between us using these Terms and Conditions are governed by Danish law. Any dispute which may arise in connection with our contract, including its existence or validity, must be brought before a competent court in Denmark. As a consumer you may bring proceedings against us in the courts for the place where you are domiciled.

## Model withdrawal form

(Complete and return this form only if you wish to withdraw from the contract)

Til:

AXELSEN & SÖN A/S  
Industrivej 11D  
6900 Skjern  
Denmark

Tlf.: +45 97 35 11 77

E-mail: [customerservice@axelsenson.com](mailto:customerservice@axelsenson.com)

I hereby give notice that I withdraw from my contract of sale of the following goods (item code): \_\_\_\_\_ (order number):  
\_\_\_\_\_

Ordered on: \_\_\_\_\_ / received on: \_\_\_\_\_

Name of consumer(s): \_\_\_\_\_

Address of consumer(s): \_\_\_\_\_

Signature of consumer(s) \_\_\_\_\_ (only if this form is notified on paper)

Date \_\_\_\_\_