

Terms and Conditions of Sale and Delivery

These terms and conditions of sale and delivery apply to agreements for the purchase of kitchens, bathrooms, and wardrobes from Strai Kjøkken.

Terms and Conditions of Sale and Delivery for Agreements on the Purchase of Kitchens, Wardrobes, Bathrooms, etc.

These terms and conditions of sale and delivery apply to agreements for the purchase of kitchens, wardrobes, bathrooms, etc. ("the Goods") between Strai Kjøkken AS ("the Seller") and the consumer buyer ("the Customer"). The Seller and the Customer are hereinafter collectively referred to as "the Parties."

1. GENERAL

The sale and delivery of Goods from the Seller to the Customer take place in accordance with the provisions of the Consumer Purchase Act, with the exceptions and clarifications specified below. Specific written terms agreed upon between the Parties take precedence over these general terms and conditions of sale and delivery.

The Customer is obliged to familiarize themselves with the terms and conditions of sale and delivery applicable at the time of purchase. The current terms are available on the Seller's website: www.strai.no or can be obtained by contacting the Seller.

2. ORDERING, OFFERS, AND AGREEMENT CONCLUSION

The Customer can place an order for Goods in the Seller's store or via email. The order is binding for the Customer once it has been received by the Seller. By placing an order, the Customer also accepts these terms and conditions of sale and delivery.

For orders placed via email, the Seller's offer number must be explicitly stated in the order.

Unless otherwise agreed, an offer made by the Seller is binding for 30 days from the offer date. If the Seller has provided an offer to the Customer, the agreement is considered concluded when the Customer has accepted the Seller's offer in writing or through payment.

3. CHANGES TO THE DELIVERY

The Customer may make changes to the order until the order has been processed by Strai. After this point, changes will be considered additional orders.

If the Customer wishes to make changes to the delivery, they must promptly send the Seller a written request describing the desired change. The request must contain a clear and unambiguous description of the modification.

The Seller will, within a reasonable time, provide an estimate of the cost implications of the change. If the Customer insists on the requested modification, the Seller is entitled to compensation for any additional costs incurred as a result.

The Customer is not entitled to a price reduction if the change is made after production has started or if it results in additional costs for the Seller. In any case, the Seller is entitled to compensation for losses incurred due to the change.

The Customer's obligation to pay the purchase price does not cease even if the Goods are returned to the Seller.

4. DELIVERY AND PRODUCT QUALITY

The Goods must meet the quality and functional requirements set by applicable laws and regulations and should be of generally good quality unless otherwise agreed in writing between the Parties.

If specifications such as type, quantity, color, and technical details are stated in the order, offer, or order confirmation, these specifications will form the basis of the delivery. The Customer is responsible for carefully checking the specifications and immediately notifying the Seller if they deviate from expectations. If the delivery complies with the stated specifications, the Goods are considered contractually delivered.

5. DELIVERY LOCATION AND TIME

The Goods will be delivered to the location and at the time or within the period agreed upon by the Parties. Unless otherwise expressly agreed, the Goods are considered delivered when the transporter has unloaded them from the vehicle.

If the Customer has requested indoor delivery, the delivery is considered completed when the Goods have been placed at the designated indoor location. The transporter will normally wear outdoor shoes during indoor delivery.

If the Customer is responsible for transporting the Goods, delivery is considered complete when the Goods have been picked up from the Seller's location.

Upon delivery, the risk of accidental loss or damage transfers to the Customer.

6. CUSTOMER'S OBLIGATIONS

6.1 Choice of Solutions and Products

The Customer is responsible for selecting solutions and products that fit their needs, room layout, wall structures, plumbing, electrical points, etc.

6.2 Receipt of Goods

The Customer must ensure there is a drivable road to the delivery site and that a suitable place for unloading is prepared.

If the Customer or their representative is unable to receive the delivery at the agreed time and no specific place has been designated for the transporter to place the Goods, the Seller will arrange storage at the Customer's expense and risk until delivery can take place.

For indoor delivery, the Customer must ensure that the delivery site is prepared, including free access, sufficient space, proper floor protection, and other necessary arrangements for correct and safe delivery.

The Seller is not responsible for delays or errors in delivery caused by the Customer's failure to make the necessary arrangements. The Seller is not liable for damage to the Customer's property unless caused by the transporter's gross negligence.

6.3 Inspection Upon Delivery and Unpacking

A delivery note accompanies the shipment, detailing its contents and number of packages.

The Customer is required to check for qualitative or quantitative deficiencies or visible transport damage upon delivery. Any such issues must be noted on the delivery note.

The driver and Customer must sign the delivery note, confirming that the Goods have been received as agreed and were not visibly damaged upon delivery.

After delivery, the Customer should unpack and inspect the Goods as soon as possible. Any deficiencies or transport damage discovered after unpacking must be reported to the Seller before installation begins. The notification must be in writing and include a description of the issue, accompanied by photographs.

7. INSTALLATION

If the Customer installs the Goods themselves, they must follow the Seller's installation instructions. Malfunctions, damages, or wear resulting from incorrect installation cannot be claimed as defects.

The Seller has a network of experienced craftsmen for installation. Upon request, the Seller can connect the Customer with these craftsmen. The contract for installation is made directly between the Customer and the craftsman, and the Seller is not a party to this agreement.

The Customer and craftsman must directly agree on the scope of work and any requirements. Unless otherwise agreed, the Customer must ensure the installation site is cleared and prepared, necessary connections for water and electricity are in place, and that floors are adequately protected.

The Seller is not responsible for errors, deficiencies, or damages related to installation work carried out by these craftsmen.

8. PRICES AND PAYMENT

All prices include VAT and other public fees.

The Customer must pay the agreed purchase price within the agreed deadline.

If no credit terms are agreed upon, the Seller is not obligated to deliver the Goods until payment has been received. Late payments will incur interest as per the Late Payment Interest Act.

If credit is granted, the Seller may conduct a credit check and reserves the right to refuse credit based on the results.

Delivery costs are in addition to the purchase price unless otherwise agreed.

9. RETENTION OF TITLE

The Seller retains ownership of the Goods until the full purchase price, including interest and costs, is paid.

10. MAINTENANCE

The Customer should maintain the Goods according to the Seller's maintenance guidelines. Failures, damages, or wear due to lack of maintenance cannot be claimed as defects.

11. CANCELLATION

If the Customer cancels before delivery, they must cover the Seller's financial loss. The Seller must seek to minimize this loss.

The Customer may not cancel after delivery.

12. BREACH OF CONTRACT AND COMPLAINTS

(Details regarding complaints, defects, and delays as per the Consumer Purchase Act.)

13. SELLER'S RIGHTS IN CASE OF CUSTOMER BREACH

The Seller may enforce rights according to this agreement and the Consumer Purchase Act.

14. DATA PRIVACY

Personal data is processed in accordance with applicable laws and stored securely.

15. DISPUTES, GOVERNING LAW, AND JURISDICTION

Disputes shall first be resolved amicably. If unresolved, disputes will be governed by Norwegian law and handled by Kristiansand District Court.