

## TERMS OF SERVICE

### 1. Introduction

1.1. These Terms of Service (the "**Terms**") set out the specific terms and conditions applicable to the supply of services (including repair services for defects in Dometic products) (a) as described in an order confirmation form or email, or (b) as otherwise agreed by Dometic to be performed for you, for example under a service contract (in each case of (a) or (b) such order confirmation, email or other agreement is referred to in these Terms as a "**Form**"), and provided by Dometic. Additional information about the product and warranty information (including product specifications) can be found on Dometic Online's product page(s).

#### 1.2. Company information ("**Dometic**")

Dometic UK Limited, registered in England at the Registrar of Companies under number 04190363

Dometic House, The Brewery, Blandford St Mary, Dorset, DT11 9LS

1.3. By (a) ticking the "I agree" box and submitting the Form (as defined above in section 1.1) at (a) <https://www.dometic.com/en-gb/outdoor/uk/support-,-a-,-service/maintenance> or (b) signing the Form, you accept and agree to be bound by the Terms. Please make sure you have read and understood the Terms before submitting or signing the Form.

1.4. Dometic can always change a service to reflect changes in relevant laws and regulatory requirements and to make minor technical adjustments and improvements, for example to address a security threat. If we make other changes, we will notify you and you can then contact Dometic to end the contract before the change takes effect and receive a refund for any services you have paid for in advance, but not received. The Terms shall prevail over any contradictory document.

1.5. By accepting these Terms you confirm that you are at least 18 years of age or of legal age to form a binding contract with Dometic.

### 2. Supply of Services

2.1. Dometic shall provide the services using reasonable care and skill and in accordance with what has been agreed between you and Dometic. Dometic shall provide the services at the place indicated in the Form and on the date and time (a) as set out in the Form, or (b) agreed to separately between you and Dometic.

2.2. Dometic may in its sole discretion decline to provide the requested service to you. This does not apply (a) in cases your product is covered by a product warranty, or (b) if otherwise has been agreed to by Dometic in the Form.

2.3. If you have to re-schedule or cancel your appointment, you must inform us at soon as possible and no later than 24 hours before the appointment (excluding weekends and public holidays). Please contact the service center at which you placed the Form or Dometic Online to cancel the appointment. Prior to visits by our service technician, the product must be made accessible, meaning it may not be hindered or inaccessible by any type of object. This also applies to service that is provided during a product's warranty period. If you are not present at the appointment, you are responsible for arranging that someone else is available and notify us accordingly. If you cancel an appointment within the 24 hours before the scheduled appointment or if you are not present at the appointment, you shall be charged according to the current applicable

prices as set out in the price list (the "**Price List**"), available on Dometic Online on the date of order or provided to you by Dometic in connection with the Form.

### 3. Prices for Services

3.1. If you have booked an appointment at a Dometic service center or with a Dometic's service technician you shall be charged according to the Price List, unless otherwise has been agreed to by Dometic in the Form. If Dometic agrees to carry out the proposed service, you shall be charged for any spare parts and/or consumables as well documented costs related to the services, such as a call out charge or mileage charge as set out in the Price List.

3.2. You shall pay for the services using one of the payment options set out in the current Price List.

3.3. The Price List shall not apply where the services provided by Dometic are covered by the Dometic product's warranty (in which case such services shall be free of charge for consumers, except for costs incurred in cases when the serviced product was not defective). Note, however, that the product warranty and your rights thereunder do not cover any (a) installation, handling or other measures taken with respect to the product, nor (b) any damage caused to the product or to other property or to any person, in each case caused by you or persons for whom you are responsible.

3.4. The receipt of your purchase of the Dometic product is your proof of purchase and shall be presented to Dometic in order to exercise your warranty rights free of charge.

### 4. Right of Complaint

4.1. [SET OUT IN\_HOUSE COMPLAINTS PROCEDURE]  
4.2. [Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to [NAME OF ADR ENTITY] through their website at [WEBSITE ADDRESS]. [[NAME OF ADR ENTITY] does not charge you for making a complaint and] [[if OR If] you're not satisfied with the outcome you can still go to court.]]

### 5. Right of Withdrawal

5.1. If you order the service in your capacity as a consumer through Dometic Online or otherwise by distance you have the right, without giving any reasons, to withdraw your order at any time up the expiry of 14 days from the day after submission or signing of a Form or, if expiry occurs on a public holiday, the first day thereafter that is a business day. To exercise the right of withdrawal, please complete the form found on the support section on Dometic Online, or otherwise provided by Dometic in connection with the Form, or by other means provide us with a clear statement setting out your decision to cancel.

5.2. The right of withdrawal does not apply to any service that has been completed if you have agreed to the service being started during the 14 day withdrawal period. The right of withdrawal will be lost where we carry out a service within the cancellation period at your request and you acknowledge that you will lose this right.

5.3. If you request that a service you have purchased be started during the withdrawal period and you exercise your right of withdrawal after the service has started, you are required to pay a proportionate portion of the price for the service corresponding to the part of the service performed up to and until the submission of your notice of withdrawal.

5.4. Should any payments have been made, these shall promptly and at the latest within 14 days from Dometic's receipt of your notice of withdrawal be repaid by Dometic.

To the extent possible, Dometic shall use the same payment method for the refund as you used to make the payment. Dometic shall, however, not reimburse you for costs (including transportation costs) of returning spare parts or consumables to Dometic.

#### **6. Limitation of Liability; Force Majeure**

6.1. Dometic's total liability under the Terms in relation to any individual service shall be limited to the price that you have paid to Dometic in respect of the ordered service as agreed in the form prepared in connection with that service. Dometic shall, however, not under any circumstances be liable for any indirect, special, incidental or consequential damages, losses or costs. Dometic shall not assume any liability for claims caused by (a) any act or omission by you or any third parties in contradiction of Dometic's instructions or user manuals; or (b) use of spare parts other than original spare parts as provided by Dometic. In these events, you or the third party, as the case may be, shall bear all costs involved.

6.2. The limitation of liability set out above shall not apply in case of fraud, willful misconduct or gross negligence on the part of Dometic. Additionally, nothing in these Terms shall in any way exclude rights of consumers under applicable laws.

6.3. Dometic shall not be liable for any failure to perform, or delay in performance of, any of its obligations under the Terms relating to events outside its reasonable control, including but not limited to acts of god, fire, flood, severe weather, disasters, explosions, war (whether declared or not), acts of terrorism, industrial disputes (whether or not involving its employees), epidemics, pandemics, personal reasons (e.g. illness) relating to Dometic's or sub-contractor's employees, acts of local or central government or of any other competent authorities, general delay of transportation or in supply of materials and components as well as difficulties in providing the service caused by any circumstance referred to in this section that affect Dometic or any of its sub-contractors.

#### **7. Governing Law; Dispute Resolution**

7.1. The Terms and any contract concluded thereunder shall be governed by the laws of Sweden, excluding its choice of law principles.

7.2. Notwithstanding section 7.1, if you are a consumer, the Terms shall be governed by the laws of the jurisdiction where you are a resident, without regard to its conflict of law principles.

7.3. Any dispute, controversy or claim arising out of or in connection with the Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. Any arbitral proceedings conducted hereunder, including all information disclosed as well as any decision or award that is made or declared during the proceedings, shall be kept strictly confidential.

7.4. Notwithstanding section 7.3, if you are a consumer, any dispute or claim arising out of, or in connection with the Terms shall be finally settled in the English courts. If you are located in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you are located in. We can claim against you in the courts of the country you in which you are located.