

Legal statement

Terms and conditions for use of Kährs website

Please read the following terms and conditions before using the AB Gustaf Kähr ("Kährs") website. By accessing and using the site, you acknowledge that you have read, understood, and agree to comply with the terms and conditions contained within this agreement (Agreement).

Kährs may amend these terms and conditions at any time. Your continued use of this website constitutes acceptance of the terms and conditions stated at the time of your use. You should visit this page prior to using this website to determine the current terms and conditions to which you are bound.

Privacy

Kährs collects information about the users of this website. Collection of this information is governed by Kährs Online Privacy Policy.

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Sample Service and Registration of Personal Data

Our sample service is intended for use by Trade and Private customers, the service is there to show our customers a small sample of our flooring products and aims to give them an idea on what their chosen floor might look like, it's also there to be used in conjunction with our online room visualiser. All samples, images and product description, plus photo and brochure specifications are there for the sole purpose of giving an approximate idea of the items described in them. They shall not form part of the contract or have any contractual force and should be viewed for illustrative purposes only. We cannot guarantee that your computer's display or the quality of the print will accurately reflect the colour of the products. Your product may vary slightly from the images within our literature and from the sample itself.

Corporate Identification and Trademarks

All registered and/or unregistered trademarks and/or service marks used or referred to on the website are the property of Kährs and/or its affiliates, unless otherwise noted. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify these marks in any way without Kährs' prior written permission.

Copyright

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Proprietary Rights to Content

You acknowledge and agree that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in this website, in sponsor advertisements or

in other information presented to you ("Content") is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

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Disclaimer of Warranties

Kährs makes no warranty that this website will meet your requirements or that it will be uninterrupted, timely, secure or error free; nor does Kährs make any warranty as to the results that may be obtained from the use of this website or as to the accuracy or reliability of any information obtained through this website.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS WEBSITE IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT.

UNLESS EXPRESSLY PROVIDED OTHERWISE, KÄHRS PROVIDES THIS SITE CONTENT "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT ALLOWABLE BY LAW. THIS INCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KÄHRS OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION) ARISING OUT OF THE USE OR INABILITY TO USE THE SITE CONTENT, EVEN IF KÄHRS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTE: Some jurisdictions may not allow the exclusion or limitation of liability for incidental or consequential damages, so the above exclusions may not apply to you.

Limitation of Liability

Kährs makes reasonable efforts to place accurate information on this website. Nevertheless, you expressly understand and agree that Kährs shall not be liable for any loss or damage (direct, indirect, punitive, actual, consequential, incidental, special, exempt or otherwise) resulting from any use of, or inability to use, this website, or resulting from any errors or omissions in this website content, regardless of the basis upon which liability is claimed, even if Kährs has been advised of the possibility of such loss or damage. This includes damages for negligence or gross negligence.

NOTE: Some jurisdictions may not allow the exclusion or limitation of liability for incidental or consequential damages, so the above exclusions may not apply to you.

Indemnification

You agree, at your own expense, to indemnify, defend and hold harmless Kährs, its officers, directors, employees, agents, affiliates, distributors and licensees from and against any judgment, losses, deficiencies, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with or arising from any claim, demand, suit, action or proceeding arising out of this Agreement or in connection with your use of this website or any product or service related thereto.

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Governing Law

This Agreement and the relationship between you and Kährs shall be governed by and construed in accordance with the laws of Sweden without regard to its conflict of laws provisions. Any controversy or claim arising out of or relating to this Agreement or relating to use of this website and the materials

contained in this website shall be resolved in a Swedish court. You agree to submit to exclusive jurisdiction of the Swedish Courts and waive any jurisdictional, venue or inconvenient forum objections in the event of any and all disputes arising out of, relating to or concerning these Terms and Condition for use and/or the Site or in which these Terms and Conditions are a material fact. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one (1) year after such claim or cause of action arises, or will be barred forever.

Waiver/Severability

The waiver by either party of a breach or right under this Agreement will not constitute a waiver of any subsequent breach or right. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which will otherwise remain in full force and effect.

Reservation of Rights

Any rights not expressly granted herein are reserved.

Online Privacy Policy

Kährs strives to achieve the highest standards of integrity for every online visitor. Kährs respects your privacy and is committed to protecting your personal data. This privacy policy will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

This privacy policy aims to give you information on how Kährs collects and processes your personal data through your use of this website, including any data you may provide through this website when you download information or contact us through the website.

It is important that you read this privacy policy together with any other privacy policy or fair processing policy we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements other notices and privacy policies and is not intended to override them.

Controller

Kahrs (UK) Limited of 4 Sudley Road, Bognor Regis, West Sussex, PO21 1EU is the controller of personal data processed in relation to the UK website and any contact with the business in the UK, including for queries, and orders for samples. AB Gustaf Kähr is the controller and responsible for your personal data (collectively referred to as "GS Verde Group", "we", "us" or "our" in this privacy policy).

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Contact details

If you have any questions about this privacy policy or our privacy practices, please contact webmaster@kahrs.com.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK regulator for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

Changes to the privacy policy and your duty to inform us of changes

Changes to the privacy policy and your duty to inform us of changes We keep our privacy policy under regular review. This version was last updated in October 2024 . It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

Third party links

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy policy of every website you visit.

Note that by using Kährs Service: "Kährs Floor Planner" and by uploading an image, you agree to having your image transferred not only to Kährs (UK) Limited but also to a third party, which in an agreement with Kährs Holding AB is supplying Kährs with the service of a virtual showroom. The image may not contain any personal data such as for example individuals, e.g. no persons should be visible in the image which is uploaded, due to privacy reasons. Your image is processed and stored in a service provided by the company Active Online GmbH in Germany and will not be transferred to Kährs at any time. The third party will store your image for a period of 30 days – after which the third party is legally obliged to delete the image.

If you have any questions or comments about Kährs' Privacy Policy, please contact us [here](#).

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Information we collect about you and how we use it

Kährs collects the below information about you when you visit our site, when you provide it to us through the website or if you send us an email:

- Identity data includes first name, last name, title
- Contact data includes address, email address, telephone number
- Technical data includes internet protocol (IP) address, login data, the type of device you are using, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
- Financial data includes bank account and payment card details
- Transaction Data includes [details about payments to and from you and other details of products and services you have purchased from us.
- Profile data includes your interests, preferences, feedback and survey responses
- Usage data includes information about how you use our website, products and services
- Marketing and communications data includes your preferences in receiving marketing information from us, receiving newsletters from us, your communication preferences and how you interact with our marketing materials.

We also collect, use and share aggregated data such as statistical or demographic data for any purpose. Aggregated data could be derived from your personal data but is not considered personal data in law as this data will not directly or indirectly reveal your identity. For example, we may aggregate your usage data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect aggregated data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

We do not collect any special categories of personal data about you when you visit or use our website (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

If you fail to provide personal data

Where we need to collect personal data by law, or to provide you with information which you have requested and you fail to provide that data when requested, we may not be able to perform the

contract we have or are trying to enter into with you (for example, to provide you with information and services).

How is your personal data collected

We use different methods to collect data from and about you including through:

- **Direct interactions** – You may give us your identity and contact details by corresponding with us through post, phone, email or otherwise. This includes personal data you provide when you:
 - request information brochures or samples from us;
 - request marketing materials to be sent to you;
 - give us feedback or contact us;
 - sweepstakes and contests – (from time to time, we may request information from you in connection with sweepstakes and contests we offer on our website. Participation in these sweepstakes or contests is completely voluntary; you have a choice whether or not to disclose this information. Personal information requested may include identity or contact data (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes;
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- **Automated technologies or interactions** – As you interact with our website, we will automatically collect technical data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive technical data about you if you visit other websites employing our cookies.
- **Third parties or publicly available sources** – We will receive personal data about you from various third parties and public sources as set out below. Technical data from the following parties: (a) analytics providers such as Google based outside the UK; (b) identity and contact data from your architect or other professionals engaged by you in connection with a specific project. .

How we use your personal data

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal obligation.

Generally, we do not rely on consent as a legal basis for processing your personal data

We will take reasonable steps to protect your personal data but cannot guarantee that information which is transmitted via the website is completely secure at all times.

Sharing your information

Sweepstakes and Contests

Kährs may co-sponsor sweepstakes and contests with other companies, in which case the user's individual contact and demographic information is likely to be shared with these companies. We will request that these companies maintain the privacy of the registrants' information.

Nevertheless, please be aware that we are not responsible for the privacy practices of such other

sites. We encourage our users to read the privacy statements of each and every website that they visit. This privacy statement applies solely to information collected when you visit our website.

Business Partners / Professional Visitors

Business partners and professional visitors requesting access to specialized content areas of this Web site may be required to provide identifying information, for example when requesting a commercial sample.

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Subsidiaries, service providers and strategic partners

We may share your personal information with companies within the Kährs family of companies, including subsidiaries.

In addition, to fulfil your request for product samples, we may share your personal data (eg name, address and contact information) with third party distribution partners, strategic partners and service providers, who are responsible for delivering the samples. These partners are required to use your data only for this purposes and to protect it in accordance with UK GDPR.

We use outside shipping companies to ship all commercial orders, as well as all overnight shipments for consumer orders. If you order from us, we will share your personal information with these companies to fulfil your order.

An outside company responds to consumer and commercial requests for additional information about our products. We will share your personal information with any such company in order to respond to your request.

Personal data which has been collected for the purpose of ordering a sample will be shared with the local partner who supplies our products to enable them to contact you to follow up on your sample products and support you with any questions regarding the products and placing an order. If you do not wish to receive this communication please let us know.

We are required by law to keep personal data only for as long as is necessary for specific purposes. We will hold details of visitors to the website for [up to 12months] we will hold information on individuals who request samples from our website for up to [12months after placing the sample request, unless we are required to keep the information for tax, audit or to comply with a legal obligations placed on Kahrs (UK) Limited.

Your Rights

Under the UK GDPR you have various rights including:

- the right to request that we confirm what personal information we hold about you and provide you with a copy of that data (subject access right);
- the right to request we correct any personal information that we hold which is inaccurate;
- the right to request we remove your personal information where there is no good reason for us to continue to hold that data;
- the right to ask us to suspend or stop using personal data in some circumstances
- the right to stop using your personal information to send you marketing materials or passing your data on to a third party to contact you to follow up a sample request
- Stop using your personal data in automated decision making (including profiling) in certain circumstances

Profiling

To help us improve our website and to ensure that we make every effort to provide you with information and offers that are of interest to you, we may merge your personally-identifiable information with click-stream data and other data we have (including cookies and offline data). We will provide notice of this, as well as an opportunity to opt-out of it, at the time and place of

information collection and before data is entered on our system.

We may also develop a non-identifiable profile on you based on the pages within our site that you visit.

4. Links

This Web site may contain links to other sites. Please be aware that we are not responsible for the privacy practices of such other sites. We encourage our users to read the privacy statements of each and every Web site that they visit. This privacy statement applies solely to information collected when you visit our Web site.

Notification of Changes

If we decide to change our privacy policy, we will post those changes on our website so you will always be aware of what information we collect, how we use it, and under what circumstances we disclose it. We will use information in accordance with the privacy policy under which the information was collected.

Special Policy Regarding Information from Children Under Fifteen

This website is not targeted to children under the age of 15, and we do not knowingly request personal information from any child under the age of 15 without parental consent. When we do receive such information, we delete it as soon as we discover it and do not use it or share it with third parties.

Choices Regarding the Use of your Information

Kährs provides the following choices regarding the use of your information.

- You may set your browser to reject cookies and to erase cookies that have already been placed on your hard drive. However, if you do so, your ability to navigate this site will be limited.
- You may choose not to provide us with any contact information.
- You can ask us to manage your contact status or be removed from any of our on-line mailing lists.
- If you do not want your personal or non-personal information merged with cookie and other information, you should not use the Kährs website.
- If you would like Kährs to delete any personal information you have provided, please send an e-mail to webmaster@kahrs.com and write "Delete Personal Info" on the subject line.

Security

We make every effort to have reasonable security procedures in place to protect the loss, misuse or alteration of information under our control. Be advised that your personal information may be transferred to other countries in the world in accordance with applicable legislation for such transfers.

Contact Information

Should you have any inquiries concerning Personal Data held by us or our policy thereon, please send an email to webmaster@kahrs.com.