

Terms and conditions of purchase

General information

Swedish Match North Europe AB, corp. reg. no. 556571-6924, Swedish VAT number: SE55657169240, SE-118 85 Stockholm, Sweden ("Swedish Match") operates the www.zyn.com website (the "Website") (except for the subdomain zyn.com/us/en/). Products from Swedish Match can be purchased through the Website.

You can contact us by writing to us at customerservice@swedishmatch.com or Swedish Match North Europe AB, SE-118 85 Stockholm, Sweden.

These general terms and conditions of purchase (the "Terms") apply for all orders of products completed by consumers (that is, persons acting outside the scope of their trade or profession) through the Website.

By placing your order, you confirm that you have read, accepted and agreed to comply with these Terms.

Provided that you are habitually resident in an EEA country, and are acting wholly or mainly outside your business, nothing in these Terms shall exclude or restrict the mandatory rights that you as a consumer have under the laws of the country in which you are habitually resident.

These Terms will be governed by Swedish law, but if you are acting outside the scope of your trade or profession, Swedish law will not be applied so as to deprive you of the consumer protection you would otherwise have by the mandatory laws of the country in which you are habitually resident. You can bring legal proceedings in the Swedish courts, or if you are habitually resident in any country in the EEA, in the courts of that country.

Personal details

Swedish Match treats your personal data in accordance with Swedish Match's [Privacy Notice](#).

Orders and contracts

By completing an order, you accept these Terms. A contract (purchase agreement) is not entered into until your order has been confirmed by Swedish Match through a confirmation email to the address you stated on your order.

Note that you must have reached the age of eighteen (18) years old to enter into an agreement with Swedish Match and that agreements are only entered into with consumers who have a delivery address in Sweden or in one of the other countries to which Swedish Match delivers ZYN at the order date.

If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because your age verification is not satisfactory, because of unexpected limits on our resources, because your payment is not accepted, because we have identified an error in the price or description of the product, because the product is out of stock or because we are unable to meet our usual delivery deadline or any suspicion of any irregularities or misuse of our ordering services.

Age requirement

To place an order, you may either need to provide evidence of your age or confirm that you are above 18, both when you enter the Website and also when you place an order. The reason for this is that ZYN is a product solely intended for adults aged 18 or older. The age verifying procedure may vary depending on from which country you place the order.

If Swedish Match is not satisfied that you are over 18 and not ordering on behalf of someone under 18, you will not be allowed to place an order. If you place an order, we may at any time reject an order, even after confirmation, if we consider that you are under 18 or placing an order for someone under 18.

Actions which Swedish Match considers to be a criminal offence, such as orders placed in another person's name, will be reported to the police.

Our products

The images of the products and their packaging on the Website are for illustrative purposes only. Your product and/ or its packaging may vary slightly from those images. Swedish Match may change the product to reflect changes in the relevant laws and regulatory requirements, or to implement minor technical adjustments and improvements.

Prices and charges

All prices on the Website are given in the stated currency.

Separate charges may apply for invoicing, payment by installments and for unclaimed packages. Before completing your order at the checkout, you have to choose the delivery method, after which the total price payable, including shipping costs, will be calculated. The total price is calculated automatically based on your selections and is presented prior to your completion of the order.

Any inaccurately stated prices may be corrected when Swedish Match sends a confirmation to your e-mail address. If the price is changed from that previously provided to you, this will be made clear to you and you will be asked to confirm that you still want to go-ahead with the order. If you accept the order with the changed price, the contract will then come into existence between you and Swedish Match.

Payment

Payment on the Website is made via Swedish Match's payment partner Klarna Bank AB (publ) (556737-0431, Sveavägen 46, SE-111 34 Stockholm, Sweden) ("**Klarna**"). Through Klarna Checkout, we offer one or more of the following payment options: Invoicing; Payment by installments; Card payments; or direct payment through your bank. Swedish Match imposes no extra charges for any of the payment options. Klarna may apply charges for some of the payment options and, if so, will state those charges in conjunction with the purchase.

During checkout, you may need to provide some personal information that will be used by Klarna to verify your identity. The information that you need to provide for identification purposes may vary between purchases and between customers. By providing information during checkout you also accept [Klarna's terms and conditions](#) and [Klarna's Privacy Notice](#).

The following payment cards are accepted for Card payments: MasterCard and Visa.

For payments by Invoice or Payment by installments, Klarna conducts a credit check, however, this does not affect your credit rating and is not visible for other parties conducting a credit check, for example banks. When your identity has been verified, Klarna will show you the alternatives that are available to you. Payment by invoice should be fulfilled within fourteen (14) days after purchase. More information and the complete terms and conditions for Invoicing and Payment by installments are available from [Klarna here](#).

Delivery

Depending on your requested delivery address/country, Swedish Match offers one or more of the delivery alternatives as described below. The delivery alternatives that are available in your country will be specified completing your order at the checkout.

Regular mail: for smaller consignments that can be left in the letter box. Swedish Match makes a reservation for weather conditions that pose a hindrance for deliveries to letter boxes. Swedish Match also makes a reservation for the dimensions of the letter box, safe drop box and multiple letter box. Swedish Match sends smaller consignments packaged with the following dimensions 35cm x 24cm x 2.7cm.

Packet: larger consignments are sent to the nearest service point for post collections. When the packet is ready for collection, a text message is sent with the waybill number to the mobile phone number used for the order. Valid identity documents must be shown on collection.

Home delivery: For products that due to their size or weight are not possible to send to the service point for post collections, home delivery is offered either during the day or the night. Notification of home delivery is provided by phone. Home delivery is normally defined as delivery to the first door of the premises or to the property boundary. Valid identity documents must be shown on delivery.

Delivery time/ title and risk

The normal time required for delivery is 1-3 weekdays within Sweden and 3-5 weekdays outside of Sweden following confirmation of your order via e-mail. Please note that this might be affected if there is a public holiday in Sweden and/or in the country to which the products are to be delivered. Swedish Match will deliver products to you as soon as reasonably possible and in any event within 30 days of the day on which we confirm your order.

We will not be in breach of our contract with you if delivery is outside the normal time for delivery as stated above, as long as delivery is within 30 days of our confirming your order. If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products paid for but not received by you.

When your order is dispatched by Swedish Match, an e-mail will be sent to the e-mail address you have provided. If you have not received your delivery within five working days, please contact our customer service at customerservice@swedishmatch.com.

If Swedish Match informs you that it is unable to deliver your order, you have the right to cancel your order by contacting our customer service.

Products will be your responsibility from the time they are delivered to the address you gave us.

You will own the product on the later of: Swedish Match having received payment in full and delivery of the products to you.

Unredeemed packages

Packages delivered to agents are returned to Swedish Match unless claimed within 14 days of you being notified of its arrival. In this event you will be charged a fee for Swedish Match's costs for administration, shipping, return shipping and handling.

Right of withdrawal

You have the right to withdraw from the contract with Swedish Match within 14 days and receive a refund without giving any reason. You must provide notice of your withdrawal before the end of 14 days from the day on which the products are delivered to the address you have given to Swedish Match.

To exercise the right of withdrawal, you must inform Swedish Match of your decision to withdraw from the contract by a clear statement sent to customerservice@swedishmatch.com providing your name, order number, your address, your phone number and email address.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Please note that you are not entitled to exercise your right of withdrawal if the products have been unsealed (opened) after delivery, for health protection reasons.

You will have to bear the direct cost of returning the products to Swedish Match.

If you withdraw from this contract, Swedish Match 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. Swedish Match will reimburse you using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

Swedish Match 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 shall send back the goods without undue delay and in any event not 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.

Swedish match's rights to end the contract

Swedish Match may end the contract for a product at any time by writing to you if:

- You do not make any payment when it is due to be made;
- You do not provide us with information that is necessary for us to provide the products, for example full address or suitable verification that you are over 18 years of age;
- You do not within a reasonable time allow us to deliver the products to you.

Complaints and returns in respect of complaints

Consumers are entitled to return items to Swedish Match and to claim a refund if any of the products differ from that agreed or in any other respect do not conform to the description provided by Swedish Match. In any such case, please contact customer service at Swedish Match at customerservice@swedishmatch.com and we will send a pre-paid return label to your address. The right of return only relates to original faults (and not faults that, for example, have arisen due to the expiry of the products' best before date or which have arisen through normal wear and tear). Information about the fault must be submitted to Swedish Match within a reasonable time frame from when you discovered or should have discovered the fault, and always within three years of receipt of the products. Therefore, Swedish Match recommends that you check the products carefully on receipt. You bear the risk for any products you return. Swedish Match therefore recommends that you pack the products to minimize the risk of damage while being transported.

In the case of a product return due to a complaint, please keep the product's delivery packaging so that any transit damage to be assessed and dealt with as quickly as possible. Please provide proof of purchase from Swedish Match by providing a copy of the order confirmation/receipt sent by Swedish Match. On receiving your return, we will confirm receipt by e-mail. If you return the product within 30 days of it being delivered to you and you ask us to provide a refund, we will provide a refund. Otherwise we will either send replacement product or provide a refund. If a refund is approved, Swedish Match will compensate you for the cost of the products minus any costs for return shipping that have arisen because you did not use the return prepaid label. In the event of any claim for any other compensation, except in respect of personal injury or death caused by our negligence or our fraud or fraudulent misrepresentation, Swedish Match's liability is limited to 500 EUR or the minimum required by the mandatory law of the country in which you are habitually resident. Swedish Match only supplies the products under these Terms for private use. In the unintended event that you are purchasing the products for any commercial, business or re-sale purpose Swedish Match will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

Returns of discounted products

For purchases that contain promotional gifts or special discounts, the value of the promotional gift or discount is seen as a general discount on the total amount of the purchase. If a part of the purchase is changed and/or returned, returned products are valued at their purchase price minus their relative share of the general discount. In case a product is changed, no conversion of the original basis for the discount or promotional gift is made.

Promotions or offerings of such promotional gifts or special discounts are only available for new purchases via the Website and cannot be obtained retroactively. Gifts and discounts cannot be transferred to other purchases and cannot be credited when exchanging for other goods.

Reviews

By submitting a product review on the Website you give Swedish Match the right to publish it on the Website and through other channels and media. Swedish Match also reserves the right to not publish and/or remove submitted reviews.

General

You may only transfer your rights or obligations under these terms to another person if Swedish Match agree to this in writing.

Swedish Match may transfer their rights and obligations under these Terms to another organization.

No person other than you shall have any rights to enforce any of the Terms.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If Swedish Match does not insist immediately that you do anything you are required to do under these Terms, or if Swedish Match delays in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent Swedish Match taking steps against you at a later date.

Other matters

If you have any questions regarding these Terms or what to do in the event of a claim, transportation damage, etc., please contact customer service at Swedish Match at

customerservice@swedishmatch.com. When contacting us, please provide your order number as stated in your order confirmation.

The EU Commission provides an online platform for online dispute resolution, which you can access via the external link <http://ec.europa.eu/consumers/odr/>.

Sweden

Swedish Match follows the recommendations of the National Board for Consumer Disputes (ARN). A dispute between Swedish Match and a Swedish consumer can be referred to ARN for resolution. ARN's address is Box 174, SE-101 23 Stockholm and its website address is www.arn.se. As a last resort, disputes can be settled by the Swedish general courts, with Stockholm's district court as the court of first instance.

Denmark

A dispute between Swedish Match and a Danish consumer may in some circumstances be referred to the Danish Center for Klageløsning, Nævnenes Hus, Toldboden 2, 8800 Viborg. If a solution is not found, the complaint may be referred to the Danish Forbrugerklagenævn, Nævnenes Hus, Toldboden 2, 8800 Viborg if the conditions are fulfilled.

United Kingdom

Not applicable.

Changes to this information terms and conditions were last updated: August 21, 2019 (Version 1.3)