

DcomPartner / Customer Agreement

(Adm-1032)

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These Customer Terms (the "Agreement") govern purchases made through the **DComPartner platform** ("DComPartner" / "DCom"), owned and operated by **DcomPartner Internacional AS** ("DCI").

By shopping through DComPartner, the customer ("Customer") accepts these terms.

1. Overview – Who You Are Buying From

1.1 DComPartner is a Facilitator, Not the Seller

DComPartner is a digital marketplace platform that connects Customers with independent sellers ("Partners") and sales representatives ("Agents").

All products/services listed on DComPartner are sold and delivered by Partners, not by DComPartner.

1.2 Contract of Sale

Each purchase creates a direct contract between the Customer and the Partner.

DComPartner is **not a party to the sale contract** and does not take ownership of the goods.

2. Product Information & Availability

2.1 Partner-Provided Information

Product descriptions, pricing, availability, delivery time, guarantees, and return rights are provided and controlled by the Partner. DComPartner does not verify or guarantee completeness or accuracy.

2.2 Pricing & Errors

In rare cases of obvious pricing errors or incorrect product info, the Partner may cancel or correct the order. If cancelled, the Customer will receive a full refund.

2.3 Geographic Availability

Some products/services are limited to specific regions. Such limitations will be shown on the product page.

3. Ordering & Payment

3.1 Order Placement

An order is placed when the Customer completes checkout. The Customer must provide correct contact and delivery data.

3.2 Payment Processing

Payments are processed through DComPartner's payment providers. DComPartner's role is to **facilitate payment routing** between Customer and Partner, including commissions to Agents.

DComPartner does **not hold or manage Partner funds as a financial institution.**

3.3 Payment Confirmation

The Customer receives a confirmation after payment. The Partner receives the order for fulfillment.

4. Delivery

4.1 Partner Responsibility

The Partner is solely responsible for:

- delivery timelines,
- shipment handling,
- packaging,
- delivery quality,
- Any customs/import requirements.

4.2 Shipping Costs

Shipping costs are included in the product price unless the Partner states otherwise.

4.3 Risk Transfer

Risk of loss transfers to the Customer upon delivery, unless local law requires otherwise.

5. Returns, Complaints & Guarantees

5.1 Returns Managed by the Partner

All returns, complaints, warranty claims, and guarantees are handled **directly by the Partner** in accordance with the Partner's return policy and applicable consumer law.

5.2 Return Shipping

Unless the Partner's policy says otherwise, the Customer covers return shipping costs.

5.3 Defective or Wrong Product

If a product is defective or incorrect, the Customer must contact the Partner immediately through the platform. The Partner is legally responsible for resolving the issue.

5.4 DComPartner Limitation

DComPartner may assist communication, but **is not responsible for the outcome** of returns, repairs, replacements, or refunds.

6. Customer Conduct & Misuse

6.1 Fair Use

The Customer must use the platform honestly. Fraud, abuse, false claims, chargeback manipulation, or harassment of Agents/Partners can lead to account suspension.

6.2 Chargebacks

If a Customer initiates a chargeback without first contacting the Partner to resolve the matter, DComPartner may restrict future platform access.

7. Privacy & GDPR

7.1 Data Controller Roles

- Partners are responsible for the customer data needed to fulfill orders.
- DComPartner is responsible for platform operation and payment facilitation data.

7.2 Use of Data

Customer data is used only for:

- processing purchases,
- delivery,
- customer support,
- Legal compliance.

7.3 No Sale of Data

DComPartner does not sell personal data. Data sharing occurs only with Partners/payment providers as required to complete the transaction.

8. Limitation of Liability

8.1 No Liability for Partner Products/Services

DComPartner is not liable for:

- Product defects or safety issues,
- Partner delivery failures,
- Partner guarantees/returns,
- misleading Partner information,
- Partner legal non-compliance.

8.2 Platform Liability Limit

To the extent permitted by law, DComPartner is not liable for indirect losses such as lost profits, missed opportunities, or consequential damages.

9. Disputes

9.1 First Line: Partner

All disputes about products/services must be raised directly with the Partner first.

9.2 Platform Support

If the Partner does not respond, the Customer may contact DComPartner support to assist with the dialogue. DComPartner does not act as a court, arbitrator, or guarantor.

9.3 Governing Law

This Agreement is governed by Norwegian law, unless mandatory consumer laws in the Customer's country require otherwise.

10. Force Majeure

Neither DComPartner nor the Partner is responsible for delays or failures caused by events beyond their reasonable control (e.g., strikes, extreme weather, war, or infrastructure failures).

11. Updates to Terms

DComPartner may update these Customer Terms to reflect platform improvements or legal requirements. Material changes take effect **30 days after notice** via platform/email.

12. Contact

For platform questions: **support@dcompartner.com**

For order/return issues: contact the Partner via your order page.