

# Terms & Conditions

## 1. Introduction

1.1 Asetek.com is operated by Asetek Danmark A/S, Skjoldet 20, 9230 Svenstrup J, e-mail [hello@aseteksimsports.com](mailto:hello@aseteksimsports.com), Danish registration no. 25210980, hereinafter called "Asetek".

1.2 These terms of sale and delivery apply to consumer contracts for the purchase of goods on Asetek.com for worldwide delivery, except for the United States, unless otherwise expressly stated in the terms.

## 2. Delivery

2.1 The delivery time is indicated under the individual goods on Asetek.com. The delivery time is calculated based on the shipping departure date, which will be indicated on the tracking email confirmation. Please be aware of the days is always counted as business days meaning weekend and national holidays are not included.

2.2 All goods are delivered at the address stated at the time of order.

2.3 Delivery of the goods is considered to have occurred once the goods have come into your possession or have been placed on a location instructed by you.

## 3. Order confirmation and acknowledgement of receipt of order

3.1 Asetek's advertising of goods is an invitation to make offers. Therefore, no binding purchase agreement has been entered into until Asetek has accepted your order for goods and has sent you an order confirmation.

3.2 If Asetek is able to fulfill your order, you will receive a binding order confirmation by e-mail.

## 4. Payment and security

4.1 When purchasing on Asetek.com, you must use a debit card. To protect your card information, the payment is handled by a third party and certified payment service. This ensures that all information is processed in encrypted form so that neither Asetek nor anyone else can access your card details.

4.2 On Asetek.com you can use various debit card brands. Before you choose a debit card, you will be provided with information on any card fee for the different card types. When you select a card, the full amount that will be deducted from your account, including card fees, will be displayed. The payment will be withdrawn once we have shipped your goods.

4.3 In the order confirmation and the shopping cart, the total price, including all taxes and additional fees, for the goods will appear. If the recipient country has internal duties, taxes and fees, which are imposed in addition to the total price of the goods, these will be charged by the recipient country's respective authorities. Asetek recommends that you check whether the recipient country charges any duties, taxes, fees or the like and, if so, the basis of calculation for this for the goods. By accepting these Terms & Conditions, you agree that you will incur such costs unknown to Asetek without being able to make any claim against Asetek.

#### 4.4 Reservation of amount:

4.4.1 If you pay with an international card a reservation of the amount is made when the order is accepted by Asetek. The amount is reserved until:

- 1) we charge the amount, when the goods are dispatched, or
- 2) until the amount is released as agreed with your card issuer

4.4.2 The maximum reservation period is 7 days.

4.4.3 You can read more about the rules for your specific card at the website of your card issuer.

4.5 Custom order payment will be realized at the time of the order placement, even if order lead time should exceed 7 days. This condition is in recognition of the bespoke nature of these items, tailored to your specific requirements. Due to their customization, they cannot be restocked or resold. Please ensure your specifications for custom orders are accurate and complete before finalizing your purchase.

## 5. Cancellation

5.1 When purchasing on Asetek.com, with the exceptions mentioned herein, you may cancel your purchase within 14 days unless the purchase is of goods covered by Section 18(2) of the Danish Consumer Contract Act ("Forbrugeraftaleloven").

5.2 Be aware that your right to receive a full refund of the purchase sum upon cancellation is prerequisite on your return of the goods in a condition, where the product is in 'as new' condition and only impaired due to handling necessary to determine the nature, characteristics and functioning of the goods.

5.3 In order to receive the entire purchase amount back, you may do the same as you can in a physical store. You can inspect the product but do not take it into actual use. Upon assembly with other products (e.g. sim racing rigs) and/or use in gaming, the product is considered to have been put into use. If the value of the article is reduced, and the reason is that you have used it in any way beyond what was necessary to check the type and properties of the article and how it works, then only part of the purchase sum can be

refunded to you. The amount that can be refunded depends on the saleable value of the article, and in certain cases this may mean that only the freight charges can be refunded.

5.3.1 We recommend that you return the article in its original packaging. If the original packaging is missing, it may reduce the value of the article.

5.4 All custom orders are subject to a no-refund and no-exchange policy. This condition is in recognition of the bespoke nature of these items, tailored to your specific requirements. Due to their customization, they cannot be restocked or resold. Please ensure your specifications for custom orders are accurate and complete before finalizing your purchase.

5.5 The period in which you have a right to cancellation is calculated from the day on which you, or a third party designated by you, excluding the carrier, took physical delivery of the goods.

5.6 To cancel your purchase, you must notify us of your decision to do so in an unequivocal statement.

5.7 If you have bought more than one item from us, you may return one or several items, even if they were bought in a single order. Please note that freight charges will not be refunded if you cancel part of your purchase.

5.8 Any inquiries concerning the right of cancellation must be sent to:

Asetek Danmark A/S  
Danish registration no. (CVR-no.) 25210980  
Skjoldet 20  
DK-9230 Svenstrup J  
Telephone.: +45 9645 0047  
Email: [hello@aseteksimsports.com](mailto:hello@aseteksimsports.com)

5.9 If you choose to write to us by e-mail in connection with the cancellation of your purchase, we will acknowledge receipt of the message as soon as possible by e-mail. You can also fill out and submit the standard cancellation form, which is to be found at the bottom of these terms.

## **6. Effects of cancellation**

6.1 In exercising the right of cancellation, your payment will be refunded, subject to any deterioration in the goods due to handling other than that necessary to determine the nature, characteristics and functioning of the goods.

6.2 After a specific assessment in each case, we reserve the right to reduce the refund or to have the payment completely cancelled.

6.3 You must cover the cost of returning the goods to Asetek.

6.4 Repayment will be made using the same means of payment used in the original transaction unless a different form of repayment is specifically agreed.

6.5 You will not be charged any fees in connection with the refund.

6.6 Refunds will be made without undue delay and in any case within 14 days of the date on which we have received notification of your decision to cancel the purchase.

6.7 However, we may withhold the refund until we have received the goods back, or you have provided documentation to have returned the goods, whichever is earlier.

## **7. Complaints**

7.1 When you trade at Asetek, you have a 24-month warranty for defects or lack of conformity in the goods from the time you received the goods. You must give notice of the defect or lack of conformity within a reasonable time after you have established the defect. A timely, justified complaint implies that you can either get the goods repaired, get a price reduction or get a refund depending on the specific situation.

7.2 The right of complaint lapses if the defect or lack of conformity is caused by the buyer, for example due to improper use or repair.

7.3 You can read more about the right of complaint at the webpage of the Danish Competition and Consumer Authority. ([Konkurrence- og Forbrugerstyrelsens hjemmeside](#)).

7.4 Please use our RMA process (link: [https://www.asetek.com/simsports/rma\\_procedure/](https://www.asetek.com/simsports/rma_procedure/)) to secure the most expedient processing of your complaint.

7.5 When the goods are submitted in connection with a complaint, make sure that they are securely wrapped and packaged so that there is no further damage to the goods. We do not have any special requirements to the packaging – just that it protects the goods during transport. We recommend that you return the article in its original packaging.

Send the article to:

Asetek Danmark A/S  
Skjoldet 20  
DK-9230 Svenstrup J  
Telephone.: +45 9645 0047  
Email: [hello@aseteksimsports.com](mailto:hello@aseteksimsports.com)

7.6 We will only accept packages sent directly to this address or another address specifically instructed by us. When you return the article, please attach a detailed description of the problem if you have not already informed us by e-mail. We advise that you contact us before sending the items since many problems can be resolved over e-mail without need for sending the items.

## **8. Data protection – personal data**

8.1 In order to trade at Asetek, you must state:

- Name
- Address
- Telephone number
- E-mail address

8.2 The above data will be stored with information about which goods you purchased, for 5 years from the end of the fiscal year the information relates to.

8.3 Information is passed on to the company which is the carrier of the goods. The disclosure of personal data will be in accordance with the data protection legislation in force at any time. The name, address, telephone number and, in some cases, the email address you provided when ordering is given in the address label which is placed on the goods for delivery.

8.4 As a customer, you have the possibility to access our registration of data about you, and you may object to a registration in accordance with the rules on this, see the Danish Data Protection Act ("Lov om behandling af personoplysninger"). Read more about this in Asetek's data protection policy: [persondatapolitik](#).

## **9. Complaints options**

9.1 If not resolved directly with us, a complaint over a product or service can be filed with the Danish Centre for Complaint Resolution ("Center for Klageløsning"), Danish Appeals Boards Authority ("Nævnenes Hus"), Toldboden 2, DK-8800 Viborg. You can file your complaint to the Danish Centre for Complaint Resolution via the Complaints Portal for the Danish Appeals Boards Authority which you may find here: [Klageportalen – Nævnenes Hus](#) (naevneneshus.dk). To complain about goods or services, the goods or services must have a value between 1.110 DKK and 100.000 DKK. If the goods you want to complain about are clothes or shoes the value must be at least 720 DKK. A fee will be charged.

9.2 You can also use the EU Commission's online complaint portal, which will be mainly relevant if you are a consumer resident outside Denmark. You can find the complaint portal here: <http://ec.europa.eu/consumers/odr/>

## **10. Affiliate Marketing**

10.1 In some cases, a discount, rebate, gift, or other benefit may be available to you upon your purchasing an Asetek SimSports Product from a 3rd party. In some cases, this benefit may be obtainable only if you sign up to receive Asetek SimSports' email newsletter during checkout.

# CANCELLATION FORM

To  
Asetek Danmark A/S  
Danish registration no. 25210980  
Skjoldet 20  
DK-9230 Svenstrup J

I/we \_\_\_\_\_ hereby announce that I/we  
wish to assert the right of cancellation in connection with my/our purchase agreement for  
the following goods \_\_\_\_\_

- Received on \_\_\_\_\_
- Order/Invoice number \_\_\_\_\_
- Consumer name \_\_\_\_\_
- Consumer address \_\_\_\_\_
- Consumer signature \_\_\_\_\_
- Date \_\_\_\_\_