

**ASETEK, INC.**  
**SIMSPORTS PURCHASE TERMS**

These SimSports Purchase Terms (these “**Purchase Terms**”) are made and entered into between Asetek USA, Inc. (“**Asetek**,” “**we**,” or “**us**”) and the person or legal entity (“**you**”) who enters into an order with Asetek pursuant to which you agree to purchase certain sport simulation products, accessories, and apparel (“**Products**”). These Terms supplement and are incorporated into the Terms of Service (available at <https://www.asetek.com/terms-of-use/>) (the “**TOS**,” and collectively with the Purchase Terms, the “**Terms**”), and set forth the terms and conditions pursuant to which you will purchase such Products. Capitalized terms not defined herein have the meanings set forth in the TOS. Each of Asetek and you are a “**Party**” and together, the “**Parties**”.

BY CLICKING ON “PLACE ORDER” OR OTHER SIMILAR BUTTON TO MAKE A PURCHASE, OR BY OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THESE TERMS, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU SHOULD NOT PURCHASE A PRODUCT. YOUR PURCHASE OF A PRODUCT, AND ASETEK’S SALE OF ANY PRODUCT TO YOU, CONSTITUTES AN AGREEMENT BY ASETEK AND BY YOU TO BE BOUND BY THESE TERMS.

1. **ELIGIBILITY.** You must be at least 18 years old to purchase Products. By agreeing to these Terms, you represent and warrant to us that you are at least 18 years old. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.
2. **USE OF PRODUCTS.** You represent that each Product you purchase is for your own personal, non-commercial use and not for resale. You must also use each Product in accordance with its manual, as applicable. Manuals can be found on the specific Product’s page under Downloads.
3. **GENERAL PURCHASE AND PAYMENT TERMS.**

**3.1. Ordering Generally.** Your order constitutes an offer to purchase Product, and all orders are subject to Asetek’s acceptance. Except to the extent prohibited by applicable law, Asetek may accept, decline, or place limits on your order for any reason, and Asetek may apply quantity limitations on orders in its sole discretion. You do, however, acknowledge that by clicking on the “Buy”, “Place Order”, “Purchase”, “Pay Now” or other similar button, you enter into an obligation to pay for the Product. Asetek reserves the right to reject your order or pre-order at any time before its acceptance, including, but not limited to, instances where there has been an obvious error in price or where the Product is no longer in inventory. If Asetek rejects your offer, Asetek will, as your sole and exclusive remedy and Asetek’s sole and exclusive liability, refund the amount you paid as described in Section 3.10. If you have any questions, comments, or concerns regarding Asetek’s order acceptance policy, or if you believe that your order or pre-order was rejected in error, please contact Asetek. If you need to update your shipping address or payment information after you place an order, please contact us.

**3.2. Pre-Orders.** Products may be made available for pre-order. Each pre-order you submit for a Product constitutes an offer to purchase that Product, and Asetek’s notice to you that your shipment is ready constitutes Asetek’s acceptance of your order. Asetek will send you an email to the address provided by you once the Product is ready for shipment to indicate whether your pre-order has been accepted or rejected. For orders that are ready to ship, you will receive a shipment confirmation together with the invoice. If the order is for a future release or out of stock item, an email communication will be sent to you when the Product becomes available for shipping requesting confirmation of shipping information. Asetek will charge any remaining amount due to your payment method when the Product is shipped to you. Asetek will ship the Product to the most recent shipping address you provided. If Asetek is unable to charge the remaining amount due or the shipment is returned due to an incorrect shipping address or otherwise undeliverable, Asetek may, at its sole discretion, provide you a full refund of the amount you paid (less any bank fees, dues, or taxes

associated with the refund) or continue to attempt to contact you. Asetek will make reasonable efforts to contact you to provide a refund after that 30-day period, but if Asetek does not receive a response from you within [90] days of Asetek's initial request for your shipping address, or if Asetek is not able to process your refund after that 30-day period (for example, due to a cancelled credit card), then Asetek will treat the amount that you paid as unclaimed property in accordance with applicable law.

**3.3. Product Availability.** Purchases of Products are subject to any estimated availability as described on the Asetek SimSports website (<https://www.asetek.com/simsports/>) (the "**website**") at the time that you place your order and updated from time to time via communications on the website or through email. Any availability or shipping date for an accepted order is an estimate only, and the actual shipping date for any accepted order will depend on a variety of factors including manufacturing schedule, and the date of your order, and the date your payment was received by Asetek in full.

**3.4. Pricing.** Asetek reserves the right to determine pricing for the Products as well as charges for shipping the Products. Asetek will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information. Asetek, at its sole discretion, may make promotional offers with different features and different pricing to any of Asetek's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms. Except in the case of sales tax for certain locations which are identified when payment is taken, all import duties, taxes, tariffs, and other charges are not included in the Product price or shipping costs. These charges are your responsibility. Please check with your state and country's customs office to determine if there will be additional costs prior to completing your order. If you have already placed a pre-order and discovered that such taxes make your pre-order untenable for you, please contact Asetek support to rescind your pre-order, and we will refund the amount you paid in connection with your pre-order in full. All orders for the Products must be paid in full, including shipping, prior to delivery by Asetek of the Products to you. Asetek reserves the right to suspend delivery and performance until full payment is received.

**3.5. Shipping Charges.** We list shipping charges for each country on our website, and you must pay all shipping charges for the location of the address you provide. You must also pay all tariff, import, customs, tax, and other charges applicable in your jurisdiction. If shipping costs to the address that you provide for an accepted pre-order are higher than the shipping costs you paid at the time that you offered to purchase the Products, Asetek may, in its sole discretion, require you to pay additional shipping fees or refund the full amount you paid.

**3.6. General Payment Terms; Authorization.** Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All prices and fees are in U.S. Dollars and are non-refundable except as expressly described in these Terms. You authorize Asetek to charge all sums for the orders that you make to the payment method provided at the time of placing the order. If you pay any fees with a credit card, Asetek may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

**3.7. Title, Risk of Loss.** Title to the Product will pass to you when the Product is delivered to the carrier, after which all risk of loss or damage to any Product will be yours.

**3.8. Product Delivery.** Asetek will attempt in good faith to deliver the Product in accordance with your order or any other schedule Asetek may provide to you when placing the order, but Asetek will not be responsible or liable for any delays or failure in such delivery. Asetek expressly reserves the right to effect delivery of the Product ordered in any number of separate shipments, and the modes of transport and carriers will be decided at Asetek's discretion. During any period of shortage, Asetek may allocate its supply of the Product in any manner Asetek deems appropriate. Your order will be delivered to the delivery address you specify when placing your order. If your delivery address is geographically remote or otherwise difficult to deliver to, it is possible that we may not be able to deliver there. If that is the case, we will notify you before we accept your order. Orders cannot be delivered to PO Box or similar addresses. Asetek will not be responsible or liable for any delay or failure to deliver due to any cause which is unavoidable or beyond Asetek's reasonable control. In such cases, Asetek will have the right, at its option, without penalty or any liability for breach, to terminate all or any part of any order or to reschedule delivery within a reasonable time.

**3.9. Inspection.** You should carefully examine all deliveries of the Product upon delivery, and notify Asetek of any alleged error, shortage, defect or non-conformity of the Product within 5 days after receipt. Your failure to examine and report will constitute a waiver of any claim against Asetek arising under these Terms or by law with respect to any such error, shortage, defect, or non-conformity reasonably discoverable by examination. You agree to make any and all claims for damage or loss in transit against the carrier.

**3.10. Refunds.** Asetek allows you to request a refund for a Product until Asetek notifies you that Asetek is ready to ship. Refunds may take up to 10 business days to process.

**3.11. Cancellation.** While we aim to make everyone happy with their purchase, we understand that certain circumstances can occur that require the cancellation of an order. We, therefore, give a 14-day opportunity for cancellation as long as the following prerequisites are met.

- No later than 14 days after the order has been received, Asetek must be made aware of the wish to cancel the order.
- The goods must be shipped to Asetek no later than 14 days after the right of cancellation has been confirmed.
- You must have proof of purchase or order number provided. (Products purchased from resellers cannot be returned directly to Asetek)
- The goods must be returned in new condition. This means they are in the same condition as you received them. The goods must be in the original packaging without any damage to neither product nor packaging materials.
- You must cover the cost of returning the goods to Asetek.
- You will be responsible for the transport risk of returning the goods to Asetek.

#### **“May I check out the product?”**

In general, you are allowed to check out the product you have purchased like you would in a physical store. This means:

- Take the product out of its packaging and inspect it.

You are not allowed to:

- Mount the products to a rig or other products (ex. a wheelbase or pedals to a mount or rig or a steering wheel to a wheelbase).
- Put the products into actual use.

#### **Deviations from the prerequisites of the right of cancellation**

Once the goods have been received by Asetek, the state of the products will be evaluated. Should any of the above-mentioned prerequisites not have been fulfilled/followed, Asetek has the right to decrease the refundable amount in a way that matches the decrease in value of the returned goods or refuse a refund entirely.

Furthermore, if products are connected to a bundle discount or similar offers, these might be lost, resulting in a decreased refund for the returned products.

#### **Refund**

The repayment will be made using the same means of payment used in the original transaction.

The refunds will be made without undue delay and, in any case, within 14 days of the goods being received by Asetek.

#### **How to cancel your order**

When you have accepted the aforementioned terms, you may proceed with the cancellation.

- Contact Asetek via the following link, use the cancellation option and inform of your wish to cancel your order, reason for cancellation and fill out what order and products you wish to return: [Contact form](#)
- Fill out the cancellation form below, and attach to the box of the return shipment.
- Send the goods to the following address:

Asetek NA Service Center  
 2022 South Crockett St.  
 Sherman, TX 75090  
 United States

**NOTE: Please ship all physical goods to the service center in Texas.** Please see cancellation form and shipping instructions at the bottom of the page.

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.

**3.12. Effects of cancellation.** 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.

3.12.1. After a specific assessment in each case, we reserve the right to reduce the refund or to completely deny a refund.

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

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

3.12.4. 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.

3.12.5. 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.

**3.13. Cost of Returns and Postal Insurance.** We advise that you take out enough postal/carriage insurance to cover the value of the contents. Please save your proof of posting/shipping and tracking information until your refund has been processed. You will be responsible for the cost and risk of returning the Product to us.

**3.14. Product Information; Changes.** While we have taken reasonable steps to depict the Product as accurately as possible through the photographs and other images featured on our websites, the detailing (such as color, pattern and texture, etc.) you see on-screen will depend on your monitor and, as such, may not exactly reflect the actual detailing of a Product when you receive it. In addition, Asetek expressly reserves the right, at any time and without notice, to discontinue the production or change the specifications of any Product.

**3.15. Software.** Any software that comes packaged with or pre-installed on a Product will be subject to separate terms and conditions applicable to such software.

**4. EXPORT CONTROL.** You acknowledge that the Product may be subject to export control laws and other laws and regulations of the United States and other countries, and that if Asetek ships the Product to you, the Product may be impounded or otherwise confiscated by customs or other authorities. You are responsible for compliance with all applicable export control laws and regulations. You represent that you will not export, re-export, or transfer indirectly or directly any Product outside of the United States without obtaining proper authorization from the applicable government agencies. Without limiting the immediately preceding sentence, you will not export, re-export, or transfer directly or indirectly any Product to: (i) an embargoed/terrorist supporting country, including Cuba, Iran, North Korea, Syria, Sudan, or any other such country as determined by the U.S. government; (ii) a person or entity barred by the U.S. Government on export activity lists, including persons or entities on the Treasury Department Specially Designated National List, Entities List, and Denied Persons List; or (iii) any destination for an end use that is prohibited

by applicable law. You will defend and hold Asetek harmless against all claims, damages, or liability resulting from breach of the foregoing.

## **5. WARRANTIES.**

**5.1. Limited Product Warranty.** For a period of two years from the date of shipment to you, Asetek warrants against defects in materials and workmanship of the Product. Asetek does not warrant against commercial use, normal wear and tear, items consumed or expended by their normal use, product misuse, intentional or accidental damage, or damage caused by any modification of the Product. Modification of the Product, including making permanent cosmetic changes, replacing the software or firmware, or other unauthorized changes, voids this limited warranty. Unless otherwise required by law, any implied warranties are limited to the foregoing warranty periods. If you submit a valid claim under this limited warranty, Asetek at its sole discretion will authorize your return of the Product for: (a) repair with new or refurbished parts; (b) replacement with a new or refurbished product that is equivalent to the product to be replaced; or (c) a refund of the purchase price. This limited warranty gives you specific legal rights, and you may also have other legal rights which vary from state to state.

**5.2. Warranty Returns.** You must obtain prior authorization for your warranty claim before shipping any product to Asetek. All Product returns must be shipped in the original packaging and include the return shipping label provided by Asetek. Asetek will pay shipping costs to return, repair, or replacement Products only within the United States. For repairs not covered by this limited warranty, you will be required to pay the cost of repair and shipping.

**5.3. Mutual Warranties.** Each Party represents and warrants to the other that: (a) these Purchase Terms have been duly accepted constitute a valid and binding agreement enforceable against such Party in accordance with its terms and (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of these Purchase Terms.

**5.4. Disclaimer.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THESE TERMS, ASETEK MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER, AND THE PRODUCTS ARE PROVIDED "AS IS". ASETEK EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. HOWEVER, ASETEK DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT ASETEK IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

## **6. Affiliate marketing**

6.1 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.

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## **Cancellation Form**

**To**

Asetek NA Service Center  
2022 South Crockett St.

Sherman, TX 75090

United States

E-mail: [hello@aseteksimsports.com](mailto:hello@aseteksimsports.com)

**NOTE:** Place the cancellation form on/with the package, to ensure getting the refund.

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 \_\_\_\_\_