
RacingCUBE Terms & Conditions

Company Information

Fasetech ApS

Troensevej 4e
9220 Aalborg Ø
Denmark

VAT: DK39196875

Email: info@fasetech.com

Phone: +45 31 71 00 12

EU Responsible Person (GPSR):

Fasetech ApS, Troensevej 4e, 9220 Aalborg Ø, Denmark — info@fasetech.com

Bank

Official name: Sydbank

Address: Søndergade 18-20

Postal code: 8700

City: Horsens

Country: Denmark

Phone: +45 74 37 76 61

Account Information

National transfers:

- Reg No. 7160

- Account No. 1966907

International transfers:

- DKK-IBAN: DK1171600001966907

- EUR-IBAN: DK5471600009413696
- SWIFT BIC: SYBKDK22

Insurance

Fasetech ApS is covered by commercial liability insurance with Concordia Forsikring.

1. Application

1.1. These Terms and Conditions apply to all trades with Fasetech ApS (VAT: DK39196875), located at Troensevej 4e, 9220 Aalborg Ø, Denmark.

1.2. The Buyer's purchasing terms printed on orders or otherwise communicated to Fasetech ApS do not form part of the contractual basis.

1.3. By placing an order, the Buyer confirms that they are at least 18 years of age or have obtained consent from a parent or legal guardian.

2. Contractual Basis

2.1. These Terms, together with Fasetech ApS' offers and order confirmations, form the combined contractual basis for Fasetech ApS' sale and delivery of products and services to the Buyer ("the Contractual Basis").

2.2. Changes to and additions to the Contractual Basis are only valid if the Parties have agreed to them in writing.

3. Products, Spare Parts & Services

3.1. All products sold by Fasetech ApS are new and comply with applicable EU legislation at the time of delivery, including the General Product Safety Regulation (EU 2023/988).

3.2. Services are performed in accordance with EU requirements and industry standards.

3.3. RacingCUBE products are intended for private entertainment and professional simulation use. Fasetech ApS cannot be held accountable for damage resulting from unintended use or use outside the product's intended purpose.

3.4. Fasetech ApS reserves the right to modify product designs, specifications, and components as part of ongoing research and development. Such modifications do not constitute a defect or breach of contract, provided the product continues to meet or exceed its stated specifications.

3.5. Product images, illustrations, and technical data in marketing materials, offers, and on the website are for guidance only and may differ slightly from the actual product delivered.

4. Offers

4.1. All offers are valid for 10 days from the date of issue, unless otherwise specifically stated.

4.2. After the validity period, offers and prices may change without prior notice. Offers are subject to availability.

4.3. Orders must include order/part numbers, product description, quantity, pricing, and payment terms. Confirmations or rejections are issued within 1-2 working days and are binding only in writing.

4.4. Conflicting terms between the order and the confirmation must be reported within 2 working days; otherwise the terms stated in the confirmation apply.

4.5. A valid VAT number is required for commercial (B2B) purchases.

5. Pricing & Payment

5.1. Prices are stated in EUR and exclude VAT. For deliveries within the EU, applicable VAT is added in accordance with the VAT rates of the destination country.

5.2. Customers outside the EU are responsible for local taxes, duties, and import charges.

5.3. Standard production time is up to 14 days from receipt of payment.

5.4. Payment must be received within 5 working days of the order confirmation. After a 2-day grace period, if payment has not been received, the order will be cancelled.

5.5. Fasetech ApS reserves the right to adjust prices stated in the order confirmation in the event of changes in exchange rates, customs duties, taxes, or transportation costs.

6. Right of Withdrawal & Cancellations

Consumer Buyers (B2C) — EU/EEA

6.1. Consumer buyers residing in the EU/EEA have a 14-day right of withdrawal from the date of delivery, in accordance with the EU Consumer Rights Directive (2011/83/EU) and the Danish Consumer Contracts Act (forbrugeraftalelov). No reason is required.

6.2. To exercise the right of withdrawal, the Buyer must notify Fasetech ApS in writing (email: info@fasetech.com) within 14 days of delivery. The product must be returned within 14 days of the withdrawal notification.

6.3. The Buyer is responsible for return shipping costs and for ensuring that the product is adequately packaged for transport.

6.4. Fasetech ApS may deduct an amount corresponding to the diminished value of the product if the Buyer has used or handled the product beyond what is necessary to determine its nature, characteristics, and function — equivalent to what would be possible in a physical store.

6.5. Fasetech ApS will issue a refund within 14 days of receiving the returned product. The refund includes the original purchase price but excludes return shipping costs.

Consumer Buyers (B2C) — Outside EU/EEA

6.6. Consumer buyers residing outside the EU/EEA do not have a statutory right of withdrawal. All sales are final once the order confirmation has been issued. Fasetech ApS may, at its sole discretion, accept returns on a case-by-case basis.

Business Buyers (B2B)

6.7. Business buyers have no right of withdrawal. All B2B sales are final once the order confirmation has been issued. This applies regardless of the Buyer's location.

6.8. Business buyers retain the right to make claims regarding defective products in accordance with the applicable warranty terms (Sections 10-11).

7. Delayed Payments

7.1. In the event of late payment, interest of 1% per month will be applied to the outstanding balance until full payment is received.

7.2. If payment is not received within 14 days after a written reminder, Fasetech ApS reserves the right to:

- Cancel other pending orders
 - Withhold further deliveries until all outstanding balances have been settled
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8. Delivery

8.1. Delivery is DAP (Delivered at Place) per Incoterms 2020. The Buyer is responsible for customs clearance and any applicable import duties. Risk of loss or damage transfers to the Buyer upon delivery.

8.2. Delivery is made in accordance with the order confirmation. Fasetech ApS may deliver earlier than the confirmed date.

8.3. The Buyer must examine the goods immediately upon receipt. For freight/pallet deliveries, the Buyer must inspect the packaging for visible damage before signing for receipt. Damage must be noted on the delivery receipt and reported to both the carrier and Fasetech ApS within 24 hours. Failure to inspect and report damage at the time of delivery may void the right to make claims regarding transport damage.

8.4. Any shortages or concealed damage must be reported to Fasetech ApS in writing within 7 days of delivery.

8.5. Shipping estimates are subject to change. The price stated in the order confirmation is final.

9. Delays

9.1. In the event of a delay, Fasetech ApS will communicate the expected new delivery date to the Buyer.

9.2. If delivery exceeds 30 days past the originally confirmed delivery date, the Buyer may cancel the order and receive a full refund, including any upfront payments made.

9.3. Fasetech ApS is not liable for indirect losses, lost profits, or consequential damages caused by delays.

10. Warranty (Consumer / B2C)

10.1. RacingCUBE products carry a 24-month warranty from the date of delivery, covering defects in design, materials, and performance.

10.2. Repairs and replacements carry a 6-month warranty, with a maximum of 24 months from the original delivery date.

10.3. The warranty does not cover:

- Wearing parts (wheels, actuators, and similar components subject to natural wear)
- Damage caused by misuse, improper storage, or incorrect installation
- Repairs or modifications performed by unauthorized third parties
- Damage caused by force majeure events

10.4. Faults must be reported promptly in writing. Failure to report within a reasonable time will void the claim.

10.5. Fasetech ApS will examine reported faults within a reasonable timeframe. Rectification may be carried out by repair or replacement at Fasetech ApS' discretion. Replacement products may be new or refurbished to an equivalent standard.

10.6. If a fault cannot be resolved within 30 days of the claim, the Buyer may cancel the purchase and receive a full refund.

11. Warranty (Business / B2B)

11.1. RacingCUBE products sold to business customers carry a 12-month warranty from the date of delivery.

11.2. Repairs and replacements carry a 6-month warranty, with a maximum of 12 months from the original delivery date.

11.3. The same exclusions as stated in Section 10.3 apply to business warranty claims.

11.4. Faults must be reported promptly in writing. The same notification and examination procedures as stated in Section 10 apply.

11.5. Software included with or used in RacingCUBE products is third-party software. Fasetech ApS is not responsible for software-related issues, bugs, or compatibility problems.

11.6. Technical support is not included unless specifically stated in the order confirmation or a separate support agreement.

12. Extended Warranty (B2B)

- 12.1.** Extended warranty is available as an add-on and may be location/country dependent.
- 12.2.** Extended warranty must be purchased within one month from the date of delivery. Payment must be received before the extended warranty takes effect.
- 12.3.** Extended warranty does not cover cosmetic damage.
- 12.4.** Extended warranty is not an insurance product.
- 12.5.** The extended warranty is void if unauthorized tampering or modifications have been made to the product.
- 12.6.** Extended warranty is valid only in the country of purchase and for the product's intended use.
- 12.7.** Extended warranty is non-transferable without written permission from Fasetech ApS.
- 12.8.** Each extended warranty covers one RacingCUBE unit only. Multiple units require separate warranty purchases.

13. Leasing & Rental (B2B)

- 13.1.** Third-party rental or leasing of RacingCUBE products is prohibited without prior written permission from Fasetech ApS or a licensed partner.

14. Upgrades

- 14.1.** Upgrade requests are evaluated on a case-by-case basis by Fasetech ApS.
 - 14.2.** When a product is sent to Fasetech ApS for upgrades, Fasetech ApS assumes responsibility upon receipt at its facility. The Buyer is responsible for proper packaging and shipping.
 - 14.3.** New components installed during upgrades follow the standard warranty policy. Unmodified components retain their original warranty dates.
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15. Health & Safety

15.1. RacingCUBE motion simulators generate physical forces including rapid acceleration, vibration, and changes in orientation. The Buyer acknowledges these inherent characteristics of the product.

15.2. Persons with a history of epilepsy, seizures, heart conditions, back or neck problems, motion sickness, or other medical conditions that may be aggravated by simulated motion should consult a physician before use.

15.3. Users should take regular breaks during extended sessions. If any user experiences dizziness, nausea, disorientation, or discomfort, they should discontinue use immediately.

15.4. The Buyer is responsible for ensuring that the product is installed and used in accordance with the provided documentation, on a suitable surface, and in a safe environment with adequate clearance.

15.5. The Buyer is responsible for ensuring that minors only use the product under adult supervision and in accordance with any age recommendations stated in the product documentation.

16. Liability

16.1. Each Party is responsible for its own actions in accordance with applicable EU law and within the limits of the Contractual Basis.

16.2. Fasetech ApS is liable for delivered products in accordance with applicable EU law, including the EU Product Liability Directive. Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, or for fraudulent misrepresentation.

16.3. Within any one calendar year, Fasetech ApS' total liability — excluding liability for death, personal injury, or fraud — cannot exceed the total amount invoiced to the Buyer in the preceding calendar year. This limitation does not apply in cases of intentional misconduct or gross negligence.

16.4. Fasetech ApS is not liable for indirect losses, including but not limited to loss of production, loss of sales, loss of earnings, loss of time, or loss of goodwill, unless caused by intentional misconduct or gross negligence.

16.5. Fasetech ApS is exempt from all obligations in the event of force majeure, including but not limited to war, epidemics, pandemics, natural disasters, cyberattacks, strikes, fire, lockout, damage to production facilities, and import/export restrictions. If a force majeure event continues for more

than 60 days, either Party may terminate the affected order by written notice, and the Buyer shall receive a full refund of any payments made.

17. Intellectual Property Rights

17.1. Fasetech ApS retains all rights to patents, designs, trademarks, and copyrights related to RacingCUBE products.

17.2. If any delivered product is found to infringe on third-party intellectual property rights, Fasetech ApS shall, at its discretion:

- Secure the necessary usage rights for the Buyer
- Modify the product to eliminate the infringement
- Replace the product with a non-infringing equivalent
- Buy back the product at the original purchase price, depreciated by 20% per year

17.3. The Buyer has no additional rights or claims regarding intellectual property violations beyond those stated in Section 17.2.

18. Data Processing

18.1. Information provided by the Buyer in connection with orders, including name, phone number, address, and email, will be registered by Fasetech ApS as the data controller.

18.2. Personal data is processed for the purpose of fulfilling the agreement with the Buyer, including delivery of ordered products and handling of any warranty claims.

18.3. Fasetech ApS processes personal data in accordance with the General Data Protection Regulation (GDPR). The Buyer may contact Fasetech ApS to request information about, correction of, or deletion of personal data.

18.4. Fasetech ApS does not disclose the Buyer's information to third parties, except to freight carriers or service partners as necessary for order fulfillment.

18.5. Personal data and accounting records are retained for a minimum of 5 years after the end of the business relationship in accordance with Danish bookkeeping legislation.

19. Consumer Complaints

19.1. Consumer buyers residing in Denmark may file complaints with the Centre for Complaint Resolution (Center for Klageløsning), Nævnenes Hus, Toldboden 2, 8800 Viborg, Denmark, via the Danish Complaints Portal.

19.2. Consumer buyers residing in another EU member state may file complaints via the European Commission's Online Dispute Resolution (ODR) platform: <https://ec.europa.eu/consumers/odr/>

19.3. Fasetech ApS' email for complaint purposes: info@fasetech.com

20. Retention of Title

20.1. Fasetech ApS retains ownership of all delivered products until the Buyer's full payment, including any accrued interest, has been received.

20.2. If the business relationship between Fasetech ApS and the Buyer has not been concluded, the Buyer must immediately notify Fasetech ApS in the event of changes to its legal status, bankruptcy proceedings, restructuring, or voluntary liquidation.

21. Amendments

21.1. Fasetech ApS reserves the right to amend these Terms and Conditions. The current version is available at: www.fasetech.com/terms-and-conditions

22. Severability

22.1. If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid provision shall be replaced by a valid provision that most closely reflects the original intent.

23. Applicable Law & Jurisdiction

23.1. These Terms and Conditions are governed by EU law and Danish legislation.

23.2. Any dispute arising from these Terms and Conditions that cannot be resolved amicably shall be settled by a Danish court of competent jurisdiction.