

SELUXIT WEBSHOP

Terms and Conditions

for Consumers

Version 23 April 2020

General information

The website www.seluxit.com is created by:

Seluxit A/S

Sofiendalsvej 74

9200 Aalborg SV

VAT No. 29 38 82 37

If you have questions related to your order, your package or if you are experiencing any problems with them, please contact our customer service at webshop@seluxit.com and we will try to get back to you as soon as possible.

1 Introduction

1.1 Introduction.

These terms and conditions apply when ordering or purchasing goods through our web shop. These terms apply only to consumers. Please read these terms and conditions carefully, before you place an order on the Seluxit web shop. Any reference to "you" or "your" means you as the purchaser of our products, any reference to "we", "us" or "our" means Seluxit. Any reference to "Item/s" or "product/s" means only the goods listed on our web shop. This agreement does not cover products that Seluxit offers, which are not purchased through our web shop.

1.2 Approval.

These terms may be updated from time to time (for example, amongst other things, to reflect changes in technology, our business model, our system capabilities or relevant laws and regulations), and therefore we ask you to approve the terms every time you shop with us.

1.3 Authorization.

If you do not agree to these terms, you are not authorized to order or purchase items from our web shop.

1.4 Minors.

You must be at least 18 years of age to purchase items from our web shop as well as hold a valid credit card accepted by us. If you are under 18, and would like to order from our web shop, please ask one of your parents, or your legal guardian to order it instead of you.

1.5 Maintenance.

The web shop is generally open 24 hours a day but may be closed from time to time due to maintenance.

2 Orders

2.1 Processing.

An order placed on a weekend, on a public free day or public holiday will be processed within the following 2 business day.

Orders can only be made through our website. We do not process orders made through e-mail, letters or fax.

2.2 Maximum quantity.

Please note that we are entitled to determine a maximum quantity that we will supply in any given order.

2.3 Email confirmation.

On placing the order, you will receive an email confirmation containing the contents of your order and a copy of these terms.

2.4 Saving the Agreements.

Agreements (purchase orders) can be kept by the company for 5 years, in accordance with the Bookkeeping Act. We recommend that you also save these documents, as they will not necessarily be available on the website afterwards.

3 Payment

3.1 Tax and fees.

All listed product prices, delivery costs and other costs are inclusive of taxes, VAT and other duties. Shipping, or postal costs may vary and will be listed separately for each order. See a list of shipping fees here.

3.2 Currency.

Prices on our web shop will be shown either in Danish Krone (DKK) or in Euro (EUR). You can choose to pay in DKK by choosing Danish language in the Webshop, or EUR by choosing English language.

3.3 Method.

You can select the method of payment and delivery from the options we offer. Prior to the shipment of the order, we will notify you of the selected method of payment and delivery and the associated costs.

We do not charge card fees and we accept the following payment methods:

- VISA/Dankort
- VISA
- MasterCard
- Maestro

Bambora is PCI certified by Visa/MasterCard and all communication is encrypted.

3.4 Procedure.

When your item leaves our deposit in order to get delivered, your payment will be deducted from the selected payment service.

4 Delivery

4.1 General.

We deliver to both private and business addresses, in the EU, using recognized transport companies such as, but not limited to, DHL, GLS, PostNord and others.

4.2 Delivery address.

The desired delivery address must be provided when an order is placed.

4.3 Delivery date.

Your package will be usually shipped within 2 business days from the date of the order. Expected delivery time is stated during checkout.

4.4 Passing of risk.

Please note that the risk of the item passes to you after delivery. If the packaging appears to be damaged, you should refuse to receive it. If you wish to complain about any defects or about the state of the product or if your order is incomplete, please inform us as described in the section on defective goods below (complaints and warranty).

5 Cancellation

5.1 General.

You have the right to cancel your order without justification within the cancellation period of 14 calendar days.

5.2 Term for requesting cancellation.

The cancellation period lasts for 14 calendar days after the day on which you, not the carrier, receive the package, thus having it in your physical possession. If you send a notification requesting cancellation after this 14 calendar days deadline, your request will be considered void and will not be processed.

5.3 Notification and return of goods term.

To exercise your right, you must notify us of your decision to cancel this agreement in an unambiguous written declaration (e.g. by postal mail or e-mail). You can also use the cancellation form found on our website. You then have 14 calendar days to return the ordered items to us.

5.4 Cancellation of a part of your purchase.

If you have purchased several items from us, you have the option to return either one or more items, even if they were purchased under the same order.

Please note that shipping costs will not be refunded if you cancel only a part of your purchase.

5.5 The condition of the item when you return it.

If the product has lost some or all of its value on reasons that are derived from circumstances such as mishandling the item, incorrect installation, incorrect maintenance or faulty repair or alteration by you then the amount you can recover depends on the trade value of the product, and in some cases it may mean that you can only recover the shipping costs.

5.6 Original packaging.

We recommend that you return the item in its original packaging. If the original packaging is missing, that can be evaluated as a factor which reduces the value of the product.

5.7 Consequences of returning the goods.

In the event you cancel your order, we will refund you the purchase price of the goods as well as the costs of delivery in an amount corresponding to the least expensive offered method of delivery. The aforesaid funds shall be refunded without delay, no later than 14 days from the date of cancellation. However, in accordance with the law, we may wait with the payment until you return the goods.

Please note that, by law, you shall be held liable for any reduction in the value of the goods as a consequence of handling the goods in a manner other than is necessary to familiarize yourself with the nature, properties and functionality of the goods. If we conclude that the product has lost some or all of its value, we will deduct the amount you are liable for.

5.8 Refunds.

For the refund, we shall use the same means of payment you used to pay the purchase price, unless we agree otherwise.

We incur the costs of returning the goods. This applies as long as all goods are shipped together via the use of a prepaid return label, which can be obtained from our customer service on webshop@seluxit.com

5.9 Return address and term.

You must return the goods or deliver them to us (return address is: Seluxit, Hjulmagervej 32B, 9000 Aalborg, Denmark) without undue delay and within 14 calendar days from the date you informed us of the exercise of your cancellation right. The deadline is met if we receive the goods before the expiry of the 14 calendar days.

5.10 Delivery receipt.

We recommend that you save the delivery receipt as proof that you have sent the parcel to the carrier.

6 Complaints

6.1 Complaints.

When you shop with us, as a consumer, the rules of the Danish Purchase Act apply to goods purchases. This means that you have the right to send a complaint related to the purchased goods for 24 months from the initial delivery date.

6.2 Defective goods.

Goods shall be considered defective, in particular, when they do not have the presented properties, do not serve their purpose, are missing parts or have not been delivered in the agreed quantity.

6.3 Refusal.

If you can already identify an issue or problem with your order or product at the time the carrier is making delivery, we recommend you refuse to receive the item.

6.4 Complaint form.

Seluxit inspects all the products before shipment. If your product suffers from a defect or we have delivered the wrong item, we recommend that you use the complaint form that is found on our website. This complaint form needs to be completed and returned together with the item (return

address is: Seluxit, Hjulmagervej 32B, 9000 Aalborg, Denmark) as soon as possible after you discover the error.

6.5 Progress of the complaint.

We will inform you of the progress of the complaint, in particular of its receipt, acceptance or rejection, via e-mail.

6.6 Options.

In case of a defective item or incorrect item, you may either get the item repaired, exchanged, money back or a discount in price, depending on the specific situation. Please remember to indicate what you find to be a defect or how the defect is manifested.

6.7 Reimbursement.

If the complaint is justified, we will reimburse your (reasonable) shipping costs. The item must always be returned in proper packaging. Also, remember to get a receipt for shipping so that we can reimburse your shipping costs.

7 Intellectual property rights

7.1 IP protection.

The products are protected under copyright law and other legislation. Unauthorized copying, dissemination, or public performance of the products may violate copyright law and may result in civil as well as criminal penalties

8 Miscellaneous

8.1 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or Written, between the Parties.

8.2 Severability.

In any case any term or provision in this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, the validity, legality and enforceability of all of the remaining provisions contained shall not, in any way, be affected or impaired thereby. In the case that any term or other provision is found to be invalid, illegal or incapable of being enforced, Seluxit will immediately adjust the specified term or provision in order to reflect the original intent as closely as possible to the fullest extent permitted by applicable law in an acceptable manner.

8.3 Force majeure.

We will have no liability or responsibility for failure, interruption, omission, or delay in the performance of any obligation of this Agreement from any cause, or circumstances beyond our reasonable control such as, but not limited to, war, explosions, fire, riots, strikes, lockouts, natural disasters, and acts of state or governmental action prohibiting or impeding any Party from performing its respective obligations under the Agreement, or any other circumstance beyond our control. If we get affected by Force Majeure, we will notify you as soon as possible in relation to both the intervention and on the cessation of such circumstance. We shall not be liable to you for any losses, costs, damages or expenses (whether incurred under contract, tort or otherwise)

suffered or incurred as a direct or indirect result of an event such as the ones mentioned above, nor shall we be liable to refund any fees or incurred costs.

8.4 Agreement language.

Agreement (including purchase orders) can be concluded in Danish or in English.

8.5 Disputes and Governing Law.

The Parties shall endeavor in good faith to reach an amicable settlement through friendly negotiations regarding any dispute arising out of or in connection with this Agreement, including, but not limited to any disputes regarding the existence, or validity thereof. If no settlement can be reached amicably, such disputes shall then be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Copenhagen. The Agreement shall be governed by the substantive laws of Denmark. The provisions of the United Nations Convention on Contracts for Sale of Goods (CISG) are expressly excluded and shall not apply to this Agreement.