

# SIDFX Terms and Conditions for non-commercial customers (B2C)

## Preface

The following terms and conditions are based on the following international trading directives and conventions:

- European Union directive 1999/44/EC; "sale of consumer goods and associated guarantees"
- European Union directive 2011/83/EU; "consumer rights"
- United Nations convention E.10.V.14; "Contracts for the International Sale of Goods (CISG)"

## Seller

The web site [www.sidfx.dk](http://www.sidfx.dk) is owned and operated by:

Lotus Electronics ApS, DK-6430 Nordborg, Denmark

EU VAT-ID: DK37811297

E-mail: [contact@sidfx.dk](mailto:contact@sidfx.dk)

## Prices

All prices include 25% Danish VAT unless stated otherwise. VAT is only applicable to customers located inside the European Union. Handling- and delivery costs will be calculated and added to the order confirmation/invoice. Regardless of the listed currency customers located in Denmark will be billed in DKK (Danish Kroner) unless arranged otherwise.

## Payment

Payment using PayPal is offered exclusively. Orders are not processed until payment has been received in full. Orders containing a non-stocked or make-to-order item must be paid in advance before the seller initiates acquisition of the item. In this case an estimated lead time or estimated shipping date will be clearly listed on the item's product page or the order confirmation/invoice.

## Delivery

Orders are delivered to the shipping address registered with PayPal, unless arranged otherwise. Shipping is performed using an appropriate carrier at the discretion of the seller. Depending on the ordered item(s), tracking and insurance may be mandatory. Delivery cost and delivery terms are listed on the order confirmation/invoice. Orders are shipped within 5 business days of receiving payment unless stated otherwise. Orders shipped to customers outside the European Union may be subject to import taxes etc. These taxes are the sole responsibility of the customer.

## Software

No physical software medium is included unless clearly stated otherwise on the item's product page. Any required product software will be freely available online at [www.sidfx.dk](http://www.sidfx.dk) at the time of delivery. Software updates may be made available at the discretion of the seller. The customer must possess any skills and third-party hardware/software tools that may be required in order to transfer binary files to the target computer platform. In the event that the prerequisite skills or third-party tools are not available, the customer may, against a small fee, request a physical medium containing the latest product software versions available at the time of order processing.

**Liability**

The seller is liable for any item defect that exists at the time of delivery. The customer is entitled to have the defective item repaired or replaced free of charge, unless this is impossible or disproportionate. In this case the seller can offer an appropriate price reduction or a full refund. The customer must inform the seller of any defect within 2 months from the date on which the defect was detected, and no later than 24 months from the date of purchase. Unless proven otherwise any defect reported within 6 months from the date of purchase is presumed to have existed at the time of delivery. Any defect resulting from incorrect installation or improper handling or use of the item is not covered by the seller liability.

If the customer is entitled to repair, replacement or a full refund, the defective item must be returned to the seller. Any de-install instructions and handling precautions in the installation guide must be observed and the item must be safely packaged. The customer must request an RMA (Return Merchandise Authorization) from the seller prior to returning the defective item. Any reasonable return shipping costs will be refunded by the seller if the customer provides a receipt. Collect on Delivery (COD) packages are not accepted.

**Withdrawal**

The right to withdraw from a purchase is exclusively available to customers located within the European Union.

The customer has a right to withdraw from a purchase. To invoke the right to withdrawal the customer must inform the seller within 14 days from the date of delivery. The seller will reimburse the original item(s) and shipping costs after the item(s) have been returned to the seller.

Any de-install instructions and handling precautions in the installation guide must be observed and the item must be safely packaged. The customer must request an RMA (Return Merchandise Authorization) from the seller prior to returning the item(s). The item(s) must be returned within 14 days of invoking the right to withdrawal. The return shipping cost is the responsibility of the customer. The customer is liable for the item(s) until received by the seller. Any Item showing signs of use or returned without the original packaging or without all delivered accessories will be treated as used. In such case the resulting value loss will be estimated by the seller and subtracted from the reimbursement. Collect on Delivery (COD) packages are not accepted.

An exception to the right to withdraw is hardware sealed in ESD protective packaging. This item category is always non-returnable if unsealed after delivery to the customer.