

These Sales Terms are applicable to the iQniter Webshop [Online Shop] at the [www.iqniter.com](http://www.iqniter.com) and to orders and sale transactions for Services and Products available at the Online Shop (“Product”).

The Online Shop is owned by and operated by iQniter ApS, registration number DK33755449, Vallensbækvej 63, DK2625 Vallensbæk, Denmark

With regard to your purchases in the Online Shop we will communicate electronically by sending email or posting electronically. You agree that all agreements, notices, disclosures and other communications that are provided electronically satisfy any legal requirement that such communications be in writing.

Please note that these Sales Terms do not affect your STATUTORY RIGHTS, which cannot be waived or limited by contract.

### **1. About These Sales Terms**

These Sales Terms only apply to purchases made in this Online Shop. Other iQniter related web sites on the internet may have different terms and conditions. From time to time iQniter may change or alter these Sales Terms which will be applicable to orders placed on or after the effective date stated by iQniter.

Information contained in iQniter's advertising, brochures or other written materials, on iQniter web sites or given to you, is for information only and not an offer by iQniter to supply any Products.

By placing an order in this Online Shop you agree to be bound by and accept these sales terms.

### **2. Placing an Order**

Please note that we only deliver the Services and/or Products within Countries mentioned on the website.

To be able to buy Services and/or Products you have to:

provide your name and address, phone number, email address, payment details and other required information;

be at least 18 years of age;

provide a delivery address (Note that iQniter is unable to deliver to certain addresses, including but not limited to P.O. Box addresses, overseas army addresses, hotels, hostels or prisons.)

When you create an iQniter account you will also create a personal user identification (your username) and password. Keep your password protected at all times and do not disclose it to anyone else as you are personally responsible for each purchase made using your user identification and password.

### **3. Order Processing and Contract Formation**

You agree that your order is an offer to buy the Service or Products listed in your order under these Sales Terms. All orders must be accepted by iQniter. We may choose not to accept abnormal orders and orders which iQniter suspects are not placed in good faith.

After having received your order, we will send you an acknowledgement email ("Your iQniter Order") with your order number and details of the service or items you have ordered.

Acceptance of your order and the formation of the contract of sale between iQniter and you will not take place unless and until you have received “Your iQniter Order confirmation” email.

### **4. Prices, Shipping and Handling, Charges and Taxes**

The price charged for a Service and Product will be the price in effect at the time the order is placed and will be set out in the order receipt and order confirmation emails. iQniter may change prices at any time without notice. Price increases will only apply to orders placed after such changes.

Prices for the Services and Products include applicable taxes but do not include VAT and charges for shipping and handling.

Separate charges for shipping, handling and their related VAT or other taxes will be shown on “Your iQniter Order confirmation” email.

### **5. Product Availability and Delivery, Circumstances Beyond Reasonable Control**

iQniter does not guarantee the availability of any Product in the Online Shop. iQniter reserves the right, without liability or earlier notice, to change, discontinue or stop making any Product.

We will provide you with the information on the latest expected delivery date which will in general not exceed 30 days unless you specifically agree on a later date. For purchase of software licenses and access to these products delivery does not exceed 2 days. Cardholders are debited on delivery.

In case you unreasonably defer delivery or delay the receipt of delivery after we have notified you that we have tried to deliver the ordered items to you, or if you have provided us with an incorrect delivery address which results in an unsuccessful delivery, the delivery package will be returned to us. If the items remain undelivered after the first delivery attempt for a period of 7 working days and are returned to us undelivered, we consider that you have exercised your right to cancel the contract and when we receive the returned delivery package we will refund you in accordance with our return policy less the reasonable additional costs incurred by iQniter.

**iQniter shall not be held responsible for delay or failure to perform if the delay or failure is caused by any circumstances beyond its reasonable control including but not limited to acts of war or terror, strikes, national or local states of emergency, failure of transportation facilities, power or utility outages, earthquakes, or other natural disasters.**

### **6. Compatibility, Product Information**

When placing your order please ensure that the Products you purchased are compatible for the intended use. Please use the information provided in the Online Shop as reference when checking compatibility. In the event of a difference between the Online Shop content and any other iQniter (or non-iQniter) web site (or any other source of information) the compatibility of Products as shown on the Online Shop at the time of purchase will be seen as taking precedence. We encourage you to examine the delivery package and received items within 14 days after they are delivered to you and check their condition and that the content of the delivery package is complete.

### **7. Payment**

Payment shall be made by means of payment approved by iQniter.

As your Order confirmation email is your proof of purchase, we recommend that you save and print that document for your potential future use.

### 8. Title to Products

iQniter retains full legal title to Products until it has received all amounts due on the ordered Products.

### 9. Return and Refund, Other Options

If you have bought Products for your own private use as a consumer and want to exercise your right to cancel the contract and return the items you have purchased you must notify our [customer service](#) either via email or by telephone within 15 (fifteen) calendar days after the date of receipt of the delivery and request a return of the Products with a return form.

Once we have received and validated your returned items, we will confirm it to you by email. Refund will be processed by us and confirmed by email. We shall refund the initial shipping cost to you within 30 days upon return.

If the Products you have received do not correspond to the ones you have ordered, or if your delivery is incomplete or damaged in transportation, please contact without delay our [customer service](#) either via email or by phone for assistance.

### 10. How To Return Items?

Please request a Return Form from [customer service](#) with return instructions.

You must return the items in their original package. You must include all accessories, user manuals and any free gifts that came in the same package.

Where an item has been purchased as a part of a bundle of multiple items, all multiple items within that bundle must be returned. Please treat the items with reasonable care and return them in the condition that they were delivered to you. We encourage you to use, if possible, the original delivery package or pack the items securely and make sure that both the return code and your order number are clearly visible on the outside of the parcel.

To ensure fast and secure return we encourage you to follow the given return instructions and use the return label provided by iQniter. Replacement or refund can only be processed once we have received all the items to be returned.

If you return items 1) that you are not entitled to return, 2) that are not in their original condition, 3) that are without proper or missing packaging, 4) with items missing from the return delivery, 5) without following our return instructions, or 6) have otherwise failed to exercise reasonable care when taking care of and returning items, we reserve the right either to reject your return and decline to refund or to deduct from those payments to be refunded to you reasonable repair or other similar direct costs that we have incurred, subject to applicable law.

If your return has been accepted, within we will refund you the price you have actually paid, for the items (as per the above), by crediting your payment card 30 (thirty) calendar days after the date of receipt of the delivery.

Please note that iQniter will only process returns and refunds for items bought in this Online Shop.

### **11. Warranties and Statutory Rights**

A limited manufacturer's warranty offered for Products will be included in the user guide or included in the Product's packaging or made available otherwise to you. For more information please see details of the applicable iQniter warranty.

There are no other warranties, conditions, or other terms that are binding on us. Any warranty, condition or other term concerning the transaction which might be implied by statute, common law or laws applicable in the country where you bought the ordered items (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby excluded to the maximum extent permitted by law. In particular, we will not be responsible for ensuring that the ordered items are suitable for your purposes.

For other than iQniter Products (even if they are contained in Product bundles or promotions), all warranty claims are to be made in accordance with the warranty terms and conditions of the manufacturer.

If you believe that you are entitled to repair services under the iQniter warranty or based on your statutory rights, please contact our customer service.

### **12. Personal Data**

Purchasing of goods and service in the Online Store requires that you accept the iQniter [privacy policy](#) and the processing of personal data as described in the iQniter privacy policy.

We only use your personal information in accordance with this Privacy Policy. Our distributors may have separate privacy policies of their own, depending on local law. Please take the time to read any applicable privacy policy, as it provides important information which applies to you.

The [privacy policy](#) and additional provisions in these Sales Terms govern the use of your personal data. Purchasing of goods in the Online Store requires that you accept the iQniter [privacy policy](#) and the processing of personal data as described in the iQniter [privacy policy](#).

### **13. Our Liability**

These Sales Terms set out the full extent of our obligations and liabilities in respect of the Products. To the extent permitted by applicable law, there are no other warranties, conditions or other terms that are binding on us than the ones mentioned in these Sales Terms. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

We shall not be liable whether in contract, tort or otherwise for any economic losses (including without limitation loss of income, loss of profits, loss of contracts, business or anticipated savings), loss of data, loss of goodwill or reputation or for any special, indirect, consequential or punitive loss or damage of any kind howsoever arising. However, nothing in this Section 13 shall affect your statutory rights and nothing in these Sales Terms seeks to exclude or limit liability for any of the following:

- a. intentional conduct;
- b. willful misconduct or gross negligence; or

- c. liability based on mandatory law.

### **14. General**

If any provision or provisions of these Sales Terms shall be held to be invalid, illegal or unenforceable, that provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

### **15. Contact details**

iQniter [customer service](#) will assist you with any Online Shop order related questions. You can contact us either via email or by phone from Monday to Friday between 9am and 5pm CET, except public holidays.

### **16. Governing law**

These Sales Terms shall be governed and construed in accordance with laws of Denmark.