

AGREEMENT TERM and TERMINATION

The Agreement period starts on the date of electronic submission of this Agreement through an online shop held at www.wetality.com upon successfully processed initial order of Wetality AIR Purifier and successful smartship subscription to an Additional Subscription.

This Agreement is valid as long as Smartship subscription is active, which means as long as monthly payment of subscription fee is regularly being paid. This Agreement may be terminated in writing by the Customer at any time with 1 month's written notice. This Agreement may be terminated by the Provider only in the event of material breach or if another Party fails to fulfil any of its obligations under the Agreement and if the failure is not remedied within 30 days of the date of receipt of the remedy request.

If the Customer has not paid an amount due within 2 weeks of the due date, the Provider is entitled to terminate the Agreement.

DELIVERY DATE

Multifilter package is pre-installed and delivered together with a Wetality AIR Purifier, Multifilter package is shipped 8 months after the initial order, Complete filter package is shipped 16 months after initial order, Multifilter filter is shipped 24 months after the initial order and so on... as long as Agreement is valid. In order for the filter package to be delivered, all monthly service fee payments which are due on a date when the filter package should be shipped, have to be fully paid.

ORDERING PROCESS

Additional Subscription can be ordered at the same time together with purchase of Wetality AIR Purifier.

PAYMENTS

Upon entering into the Agreement when placing an order in an online shop an initial payment of € 18.00 (including VAT) must be paid. Smartship subscription will be handling all your future monthly payments in the amount of € 18.00 (including VAT) every 1st day of the following month as long as the Agreement is valid. Payments are handled through online shop accessible through web page wetality.com/wetality-air-purifier-promo in accordance with legally binding Shop terms and conditions, which can be found at the following link: <https://wetality.com/terms-and-conditions> All monthly payments are due on the exact date of successfully processed initial order each following month while this Agreement is valid.

PRODUCT LIABILITY

THE PROVIDER IS RESPONSIBLE FOR THE DEFECTS IN ACCORDANCE WITH THE PROVISIONS OF THE PRODUCT LIABILITY LAW. THE CUSTOMER DISCLAIMS ANY LIABILITY FOR LOSS OR DAMAGE WHICH A DEFECTIVE PRODUCT MAY CAUSE. THE CUSTOMER MUST IMMEDIATELY INFORM THE OTHER PARTY OF DAMAGES CAUSED BY A DEFECTIVE PRODUCT AND /OR OF THE RISK OF SUCH DAMAGE.

DISCLAIMER

THE PROVIDER IS NOT RESPONSIBLE FOR ANY LOSS, INDIRECT LOSS OR CONSEQUENTIAL LOSS ARISING FROM THIS AGREEMENT

FORCE MAJEURE

Neither Party is liable for any delay or omission under the Agreement when the disturbance or delay is caused by circumstances beyond the reasonable control of the Party and the Party has not exhibited its own fault or neglect, including: natural disasters (eg fire, flood, earthquake or other external event), public restrictions (eg refusal or cancellation of export permits or other necessary permits), war, terrorist acts, blockade or embargo (combined) and each called "Force Majeure"), provided that the Party invoking Force Majeure gives the other Party (i) immediate written notice of the event and (ii) evidence of reasonable steps taken to minimize the delay or damages.

The periods within which the fulfilment conditions are set to be fulfilled can be extended for a period equal to the time lost due to the delay thus caused. A Party may terminate all or part of the Agreement if a delay caused by Force Majeure continues for a period of more than 60 days