

GUARANTEE AND SERVICE AGREEMENT FOR CUSTOMERS

Name: Klaus Holm

Address: ,

("Customer")

and

Quantum Vitality Group d.o.o
Litjska cesta 45
1000 Ljubljana Slovenia
("Service provider")

(hereinafter referred to separately as "Party" or together as "Parties")

The additional service subscription is concluded on the following terms: These Terms apply in addition to Wetality's Shop Terms and Conditions and all other publicly available legal documents for customers and/or users of web page found at www.wetality.com. All aforementioned terms apply to this Agreement in the same manner and with the same rights and obligations for the Parties as the purchase in a web shop found at www.wetality.com, unless otherwise stated in this Agreement or it's sole nature.

These terms and conditions apply to the Guarantee and Service Agreement on the additional services regarding purchase of Wetality AIR Purifier in an online shop held at www.wetality.com.

The Agreement is entered into between the Customer and the Service provider, according to which the Customer is given the right to certain services defined in this Agreement against payment of an ongoing benefit ("Monthly Service Fee").

Services from this Agreement are provided by the Service Provider: Quantum Vitality Group d.o.o. , Litjska cesta 45, Ljubljana, Slovenia, who will receive all payments through an online shop at www.wetality.com

OBJECT

The object of the Agreement is an Additional Service Subscription consisting of:

1. Additional filter packages – Multifilter package 8 months after initial order and every 243* days after that , Pre-primary aluminium filter 16 months after initial order and every 486* days after that;
2. Warranty as long as the Agreement is valid;
3. Right to exchange current Leasing Object for a new model of Wetality AIR Purifier every 4 years, counting from initial order, as long as the Agreement is valid.

*These are initial time frames calculated based on lower life span of individual filters than life span indicated in the original manufacturer's specification. The service provider reserves a right to adjust these time frames according to air quality research and tests for certain territory – if it turns out that individual filters can endure longer life span due to specific air characteristics in Denmark, filter packages will be provided according to those standards.

Filter packages:

Multifilter package contains: (1) Primary filter (2) HEPA 13 filter (3) Activated carbon filter (4) Photocatalyst filtration.

Pre-primary aluminium filter contains only a Pre-primary aluminium filter.

AGREEMENT TERM and TERMINATION

The Guarantee and Service 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 Service Subscription.

This Agreement is valid as long as Smartship subscription is active, which means as long as monthly payment of service 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 Service 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 Service 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, Pre-primary aluminium filter is shipped 16 months after initial order, Pre-primary aluminium 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 Service 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 service fee of € 22.00 (including VAT) must be paid. Smartship subscription will be handling all your future monthly payments in the amount of € 22.00 (including VAT) every 10th 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.

The service provider issues an invoice covering the Service payment immediately after each successfully paid Smartship subscription order covering monthly service fee.

PRODUCT LIABILITY

THE SERVICE 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 SERVICE 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, hurricane or other external event), public restrictions (eg refusal or cancellation of export permits or other necessary permits), war, rebellion, 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