

General Terms & Conditions Ultra Fine Bubble Webshop

1. Using the Webshop

- 1.1. This webshop, <https://www.ultra-fine-bubble.eu/> (hereinafter the "Webshop") is owned and provided to you by Ultra Fine Bubble B.V. (hereinafter referred to as "Ultra Fine Bubble"), having its principle seat of business at the Koningin Julianaplein 10 (2595 AA) in the Hague and registered at the Dutch Chamber of Commerce under file number 89197038. Ultra Fine Bubble is a subsidiary of Ultra Fine Bubble Limited, based in the United Kingdom.
- 1.2. These general terms and conditions apply to your use of this Webshop. The general terms and conditions apply to every offer and every agreement made through the Webshop between you and Ultra Fine Bubble, unless both parties have expressly deviated from these general terms and conditions in writing.
- 1.3. It is your responsibility to handle your account information with due care. In addition, you have a duty of confidentiality with regard to your account information and passwords for the use of this Webshop. If you suspect that your account information or passwords for the Webshop have come into the possession of third parties, you are required to notify Ultra Fine Bubble immediately. You must ensure that your account details are complete and accurate.
- 1.4. Ultra Fine Bubble accepts no liability for loss or theft of the data in article 1.3.
- 1.5. Ultra Fine Bubble will take care to display the Webshop information as accurately and correctly as possible, but cannot guarantee that all information is accurate and up-to-date at all times. If you think that inaccurate information is being shared on the Website you can notify Ultra Fine Bubble.
- 1.6. You are responsible for adequate virus protection software on your computer, or the computer you use. Ultra Fine Bubble does not guarantee a Webshop that is free of viruses.
- 1.7. Ultra Fine Bubble does not guarantee that the Webshop will be fully available at all times. Ultra Fine Bubble may suspend or terminate access to the Webshop without notice.
- 1.8. Whenever reference is made in these general terms and conditions to 'written', this includes e-mail and other electronic communications.
- 1.9. If Ultra Fine Bubble needs to contact you for a written notification this will be done by email or post. The details you provided when you placed your order or in your account will be used for this purpose.

2. Applicability of the general terms and conditions

- 2.1. On this page, and the documents and pages expressly referenced to on this page, you are informed about Ultra Fine Bubble and the legal terms and conditions under which Ultra Fine Bubble's products (hereinafter "**the products**") are offered and sold in the Webshop.
- 2.2. These terms and conditions apply to any agreement between you and Ultra Fine Bubble regarding the sale of products to you. Please read these conditions carefully and ensure that you understand them before ordering any products from the Webshop. Ultra Fine Bubble reminds you that by ordering one or more products through the Webshop, you agree to be bound by these terms and conditions and the related documents and pages that are expressly referred to.
- 2.3. Ultra Fine Bubble allows and recommends that you print or save a copy of these terms and conditions on your computer.
- 2.4. Ultra Fine Bubble updates these terms and conditions from time to time. Therefore, each time you intend to order products through the Webshop, please review these terms and conditions to be aware of the current terms and conditions.

2.5. These terms and conditions and any agreement between you and Ultra Fine Bubble are drawn up in the English language, unless expressly agreed otherwise.

3. Information about Ultra Fine Bubble

3.1. Ultra Fine Bubble B.V. is a private company with limited liability, registered with the Chamber of Commerce under file number 89197038, located at Koningin Julianaplein 10 (2595 AA) in The Hague, and is the owner of the Webshop and the trading of products through the Webshop.

3.2. For our contact information, we refer to the contact page on the Webshop.

4. Products

4.1. The images of the products in the Webshop are included for illustrative purposes only. Although Ultra Fine Bubble makes every effort to provide accurate information about the size, weight, capacity, dimensions and colors of the products, there may be slight variations from the products you purchase. Ultra Fine Bubble cannot guarantee that the representation of the products on your screen is a completely accurate representation of the products sold.

4.2. The packaging of the products may differ from the images on the Webshop.

4.3. All products offered in the Webshop are subject to availability. You will be informed as soon as possible if, after placing the order, the product is no longer in stock. In this case the order will not be processed.

5. How does Ultra Fine Bubble handle your personal data?

5.1. Ultra Fine Bubble is committed to protecting your privacy in accordance with the legal obligations to do so. To this end, Ultra Fine Bubble has drawn up a Privacy Policy. Ultra Fine Bubble processes your personal data entirely in accordance with the Ultra Fine Bubble [Privacy Policy](#) in our Webshop.

5.2. Our Privacy Policy explains, among other things, what personal data Ultra Fine Bubble collects and for what purposes. The Privacy Policy also contains information about your right to correct and object to this information. It also states that we take appropriate technical and organizational measures to protect the electronic transmission of your data and that we provide a secure web environment. Especially since you can also pay electronically through our Webshop, we find this very important.

5.3. For more information, Ultra Fine Bubble refers to the [Privacy Policy](#). This Privacy Policy is part of these terms and conditions.

5.4. For more information about Ultra Fine Bubble's use of cookies, please see the [Ultra Fine Bubble Cookie Policy](#).

6. Creation of the order and communication to you.

6.1. If you are a consumer, you can only order our products through the Webshop if you are at least 18 years old, or you have received explicit permission for the order from a legal representative(s).

6.2. If an offer of our products has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.

6.3. The offer on the Webshop contains a complete and accurate description of the products offered. The description is sufficiently detailed to enable you to evaluate the offer properly. If we use images, these are a true representation of the products offered. Obvious mistakes or obvious errors in the offer do not bind us. Furthermore, each offer contains such information that it is clear to you what rights and obligations are attached to the acceptance of the offer.

6.4. The ordering process of products on the Webshop allows you to check and modify orders before submitting them. For this reason, please take your time during the

- ordering process to read each page carefully and check your order at each step.
- 6.5. After you place an order on our Webshop, you will receive an e-mail from Ultra Fine Bubble confirming that your order has been received (the receipt). This email does not constitute acceptance of your order and is only there to notify you. Acceptance of your order will take place in accordance with article 6.6.
 - 6.6. Ultra Fine Bubble will confirm the acceptance of your order by sending you an email confirming that the order has been accepted. The agreement is concluded when Ultra Fine Bubble sends you this confirmation of acceptance. As long as we have not sent this confirmation, you can still cancel the agreement.
 - 6.7. In a separate e-mail, after our confirmation as referred to in the previous paragraph, a separate shipping confirmation will be sent once the products have been shipped. In the shipping confirmation we will mention the expected delivery time. However, we are not bound by the delivery time as this depends entirely on the carrier.
 - 6.8. We will include the following information, in writing or in such a way that it can be stored by you in an accessible manner, when the product is delivered to you in the delivery email :
 - a) the visiting address of our office where you can address complaints to;
 - b) the conditions under which and the manner in which you can make use of the right of withdrawal, in accordance with the provisions of article 7, or a clear statement concerning the exclusion of the right of withdrawal;
 - c) the information on warranties and service after your purchase;
 - d) the price including all taxes of the product; to the extent applicable, the cost of delivery;
 - e) the method of payment, delivery or performance of the remote agreement;
 - f) if the consumer has a right of withdrawal, the form for withdrawal.
 - 6.9. If Ultra Fine Bubble cannot deliver a product, for example because the product is out of stock or no longer available, or if there is incorrect pricing as described in article 9.5, you will be informed by e-mail. In this case, the order will not be processed by Ultra Fine Bubble. If you have already paid for the product, Ultra Fine Bubble will refund you in full as soon as possible.

7. Consumer conformity, testing and right of withdrawal (right of reflection and return)

- 7.1. As a consumer, your rights include the conformity of our products in accordance with applicable laws and regulations. For more information on your rights as a consumer, please refer to the website: www.consuwijzer.nl.
- 7.2. Furthermore, you as a consumer have a right of withdrawal, which means that you have the right to dissolve the agreement within a period of 14 days. We may ask you the reason for the cancellation, but you are not obliged to give your reason(s).
- 7.3. The previously mentioned cooling-off period begins the day after you, or a third party designated by you other than the carrier, received the product, or:
 - a) If you ordered multiple products in the same order: the day on which you, or a third party designated by you, received the last product. We may refuse an order for multiple products with different delivery times, provided we have clearly informed you of this prior to the ordering process.
 - b) if the delivery of a product consists of several shipments or parts: the day on which you, or a third party designated by you, received the last shipment or part;

- 7.4. During the cooling-off period you will treat our products and its packaging with due care. You will only unpack or use the products to the extent necessary to determine the nature, characteristics and operation of the product. The basic principle here is that you may only handle and inspect the product as you would in a store. It is therefore not the intention that you use our products in their entirety. If, in accordance with article 7.5, the products are returned with visible damage, wear or traces of use, Ultra Fine Bubble may charge you for these by deducting the damage from the purchase price, in which case only the residual value will be refunded. You are only liable for the depreciation of the goods resulting from the use of the products beyond what is necessary to establish the nature, characteristics and functioning of the products.
- 7.5. To exercise the right of withdrawal you must notify Ultra Fine Bubble of your decision to withdraw from the agreement by an unequivocal statement (by e-mail) within the cooling-off period. You can also do this by returning your product using the return form enclosed with your delivery. If you have not received it, you can contact us at: customercare@ultra-fine-bubble.eu .
- 7.6. If you do not have a return form, you can attach a letter to your return shipment. In order to identify your purchase, your withdrawal request must contain at least the following information: the reference number on the proof of purchase you received and your full last name and postal code. In addition, your request must include your signature, the date you are making the request and your telephone number. You can send your request to use the right of withdrawal by e-mailing to our customer service department using the following e-mail:
Email: customercare@ultra-fine-bubble.eu
- 7.7. Upon receipt of your request to exercise the right of withdrawal, you will receive instructions from Ultra Fine Bubble on how to return the goods. As soon as possible, but within 14 days of the day following the notification referred to in article 7.6, return the product, or hand it over to (an authorized representative of) us. This is not required if we have offered to collect the product ourselves. We will send a confirmation of receipt of your request immediately after receipt of your notification.
- 7.8. Our products must be returned with all accessories supplied, if reasonably possible in their original condition and packaging, and in accordance with the reasonable and clear instructions provided by Ultra Fine Bubble.
- 7.9. You bear the direct cost of returning the product when you correctly exercise your right of withdrawal, unless we specify that Ultra Fine Bubble bears the cost.
- 7.10. After we receive a return, we will promptly refund the purchase price of the products, after inspecting the products to ensure that they are returned in their original condition and/or without defects, but within 5 to 7 business days. We will use the same method of payment that you used for the payment of the products, unless you agree to another method of payment. The refund is free of charge.

7.11. Return shipments should be addressed to:

*Scan Global Logistics
attn. Mirable UFB
Kaaopstadweg 36A
1047 HG Amsterdam
The Netherlands*

8. Delivery of our products

- 8.1. Your order will be delivered on or around the expected delivery date as indicated in the shipping confirmation, unless there is a force majeure (as described in clause 12). If the expected delivery date cannot be met due to force majeure, you will be contacted about a revised expected delivery date. In any case, we will perform it expeditiously but at the latest within 30 days. If the delivery is delayed, or if an order cannot, or only partially, be performed, you will receive a message within 30 days after you have placed the order. In that case you have the right to dissolve the agreement without any cost. After dissolution in accordance with the previous paragraph, we will refund the amount you have already paid without delay.
- 8.2. The risk of damage and/or loss of products rests with Ultra Fine Bubble until the moment of delivery to you or a third party designated by you. From the moment of delivery, you bear responsibility for the products. Delivery is completed upon delivery of the products to the address you have provided.
- 8.3. Orders on the Webshop are only delivered to countries within the European Economic Area (EEA) and the United Kingdom.

9. Prices of our Ultra Fine Bubble products

- 9.1. The prices of the products are displayed in the Webshop. Ultra Fine Bubble takes all reasonable steps to ensure that the prices of the products are correct at the time of publication. If, nevertheless, you discover an error in the prices of the products you have ordered, you can consult article 9.5 for the consequences thereof.
- 9.2. Product prices may change from time to time. These changes do not affect your order if you have already received the shipping confirmation from us.
- 9.3. The price of a product includes VAT at the relevant rate, if applicable.
- 9.4. The price of a product as shown in the Webshop does not include shipping costs. Orders placed before 2 p.m. on business days will be delivered the next business day. From time to time Ultra Fine Bubble applies an adjusted delivery time, this is especially the case during holidays or due to other incidents. This will be communicated to you in the Webshop.
- 9.5. It is always possible that, despite all efforts and without prejudice to what is provided in article 9.1, some products may be incorrectly priced. If Ultra Fine Bubble discovers an error in the price of the products you have ordered, Ultra Fine Bubble will inform you of this incorrect price and you will be given the choice of continuing to purchase the product at the correct price or the cancellation your purchase. Your order will not be processed until your instructions are received. If you cannot be contacted using the contact details you provided in the ordering process, Ultra Fine Bubble will consider your order cancelled and notify you in writing. Ultra Fine Bubble reminds you that there is no obligation to supply the products to you at an incorrect (under-priced) price if the incorrect pricing is based on a clear and recognizable error and you should have reasonably understood that the products were incorrectly priced, regardless of the stage of the ordering process.

10. Payment in the Webshop

- 10.1. Payment can take place by using iDeal, Mastercard, Visa, Maestro, American Express or PayPal.
- 10.2. We can inform you within the legal frameworks - whether you can meet your payment obligations, as well as all those facts and circumstances that are important for a responsible conclusion of the distance contract. If, based on this investigation, we have a legitimate reason not to enter into the agreement, we are entitled to refuse an order or request or to impose special conditions to your order, while giving reasons for this decision.
- 10.3. When paying by credit card, the amount charged to the card is debited only after

delivery of our product (payment in arrears). When paying by iDeal and PayPal, the amount will be debited immediately upon confirmation of the order (prepayment).

10.4. You are required to report inaccuracies in payment information provided or listed to us without delay.

11. Liability of Ultra Fine Bubble if you are a consumer

11.1. The products are suitable only for domestic or private use, and you agree that you will not use any of the products for professional resale, rental or any other business use.

11.2. Ultra Fine Bubble provides a warranty on products only if expressly included in these terms and conditions or as provided by law, outside of which Ultra Fine Bubble assumes no obligations regarding these products.

11.3. If Ultra Fine Bubble fails to comply with these terms, it will attempt to remedy such failure. If recovery is not possible or not expected (for example, after economic consideration), Ultra Fine Bubble will be responsible for the loss or damage you experience as a direct result of its breach of these terms. A direct consequence means a clear causal relationship between the breach and the damage.

11.4. To the extent permitted by law, Ultra Fine Bubble limits its liability with respect to its products, in any manner whatsoever, to no more than the purchase price of the products and accepts no liability for consequential damages, unless your statutory rights as a consumer dictate otherwise. You, as a consumer, have and retain all rights and remedies available to you under applicable mandatory consumer law, including the regulations contained in books 6 and 7 of the Dutch Civil Code.

12. Force majeure

12.1. Ultra Fine Bubble shall not be liable or responsible for any failure to perform or any delay in performance in the event of force majeure.

12.2. Force majeure means any external event beyond Ultra Fine Bubble's reasonable control. This includes, but is not limited to, default or force majeure of Ultra Fine Bubble's carrier and suppliers, strikes or other actions in the industry by third parties, civil unrest, riots, invasion, terrorist attack or threat thereof, war or threat or preparation thereof, fire, flood or any other natural disaster, failure of telecommunications networks or inability to use necessary means of transportation, but other situations may also fall within the legal concept of force majeure.

12.3. If a situation of force majeure occurs and this affects the performance of the agreement:

A. you will be informed as soon as possible; and

B. the obligation of Ultra Fine Bubble under the agreement will be suspended and the period of compliance will be extended for the period during which the situation of force majeure affects the delivery of the products. Ultra Fine Bubble will agree a new order date with you when the force majeure situation has ended.

13. Complaint procedure

13.1. If you are not satisfied with the Ultra Fine Bubble service or our products and you believe that they do not conform to what you are entitled to expect under applicable law, these terms and conditions or other rules related to the agreement in question, you may submit your complaint to us by mail at the following mail address: customercare@ultra-fine-bubble.eu. You must submit this complaint within a reasonable time after you have discovered the defects.

13.2. Our experts will request any additional information necessary to identify your case and review its background information.

- 13.3. We do our best to review your complaint and come up with a resolution as soon as possible. Unless there are extraordinary circumstances, all complaints must be resolved within 30 days. To that end, you as a consumer, will have to give us at least this period of time. If 30 days have passed and we have not been able to resolve your problem, we will give you an update on its status and any reasons for the delay.
- 13.4. After we inform you of the outcome of our decision, if you are not satisfied or disagree with the result, you may ask us to review your case again and provide any additional information you deem relevant for this purpose.
- 13.5. You must bear the costs (if any) of preparing and filing the complaint. Ultra Fine Bubble will bear the costs associated with handling the complaint, investigating your case and making a decision.
- 13.6. If you are still not satisfied with our complaint handling after this, you can file a dispute externally in accordance with article 20.

14. Warranty products

- 14.1. Ultra Fine Bubble warrants that the products comply with the specifications stated in the offer, with the reasonable requirements of soundness and/or usability and with the statutory provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed upon by Ultra Fine Bubble, we can also warrant that the product is suitable for other than normal use.
- 14.2. An additional warranty provided by Ultra Fine Bubble, its supplier or manufacturer will never limit the legal rights and claims that you as a consumer can assert against us under the agreement if we have failed the warranty part of the agreement.
- 14.3. Additional warranty means any commitment by Ultra Fine Bubble, its supplier, or manufacturer in which it grants you, the consumer, certain rights or claims beyond those required by law.

15. Promotions and discount codes

- 15.1. Promotions in our Webshop are often of a temporary nature. Ultra Fine Bubble reserves the right to terminate promotions when it sees fit.
- 15.2. For promotions that sell out quickly, the item in question may have sold out even though you completed the order. In that case Ultra Fine Bubble cannot guarantee that the item in question can still be delivered. If the item will remain sold out for a period to be determined, Ultra Fine Bubble will contact you to indicate this matter. If Ultra Fine Bubble sees a suitable alternative, this offer will be made to you.
- 15.3. Discount codes are only valid on orders placed online at the Webshop. The terms 'discount code' and 'promotional code' are used interchangeably, and in this article both refer to a benefit that can be obtained by entering a code on the Webshop.
- 15.4. Discount code promotions do not apply in conjunction with other promotions and/or discounts.
- 15.5. Promotion codes entitle you to a discount on a new order you place at the Webshop at the time of ordering.
- 15.6. If, in Ultra Fine Bubble's opinion, a discount code is not valid for the order placed, Ultra Fine Bubble reserves the right to refuse the order.
- 15.7. Ultra Fine Bubble reserves the right to exclude certain items from promotions, which means that discount codes cannot be applied to these products.
- 15.8. Discount codes are valid only for certain products, while supplies last, and may be revoked at any time.
- 15.9. Only one promotional code can be used per order.
- 15.10. If part of the order is returned, the value of the discount applied to that order will be prorated among the goods. The promotional discount cannot be used for

replacement items: if the offer is still running at the time you return an item, you must place a new order and use the original discount code.

- 15.11. If part of the order is returned, the value of the discount code will be prorated on the goods. The cash amount in excess of this value, minus any additional costs charged on the original order for delivery, gift wrapping or the like, will be returned.
- 15.12. If the announced promotion is no longer applicable to the order upon any returns, Ultra Fine Bubble reserves the right to deduct the value of the offer from the refund.
- 15.13. Discount codes do not represent a monetary value and are not negotiable or redeemable for cash or otherwise.

16. Third party websites

- 16.1. As part of our Webshop, Ultra Fine Bubble may at its discretion provide links to third-party webshops used and operated by third parties. These web shops have their own practices and terms of information collection.
- 16.2. Ultra Fine Bubble is not responsible or liable for how third parties process your personal data, nor for the content of their web shops. We recommend that you carefully read the privacy policies of these web shops, including web shops that can be accessed from this Webshop onwards.

17. Liability for use of Webshop

- 17.1. Ultra Fine Bubble is not liable for any damage whatsoever arising from or related to the use, or inability to use, the Webshop and/or its content. This also applies to web shops that are in any way connected to the Ultra Fine Bubble Webshop, in particular by means of hyperlinks. This exclusion of liability applies to both direct and indirect damages, and applies to both use and inability to use the Webshop and the connected Webshops.
- 17.2. The above exclusion of liability does not apply, if the damage is the result of negligence, intent, deliberate recklessness or gross negligence of Ultra Fine Bubble.

18. Intellectual property rights

- 18.1. All (intellectual) property rights to information forming part of the Webshop, including in any case trademark rights, trade name rights, copyrights and rights to the underlying software, belong at all times to us or our licensors, unless otherwise stated.
- 18.2. You are not allowed to use the Webshop in a way that infringes any (intellectual) property or other rights of Ultra Fine Bubble.

19. Final Terms

- 19.1. Ultra Fine Bubble reserves the right to transfer the rights and obligations arising from any agreement between Ultra Fine Bubble and yourself to another organization (within or outside the Ultra Fine Bubble group of companies). This will not affect your obligations as stated in these terms and conditions.
- 19.2. You may transfer your rights and obligations under an agreement referred to in article 19.1 to a third party if we give our prior written consent.
- 19.3. To the extent a court should find that any section, article or paragraph of an article of these terms and conditions is unenforceable, the remainder of these terms and conditions shall continue to apply. We hereby agree that the unenforceable part of these terms and conditions will be replaced by a legally permissible provision that most closely approximates the purpose and spirit of the removed part.
- 19.4. If, and to the extent that, we do not insist that you fulfill your obligations under these terms and conditions, if we fail to enforce our rights against you, or if we delay in enforcing our rights, this does not mean that we have waived our rights against you, nor does it mean that you do not have to fulfill these obligations. If we do not invoke a default on your part, we will only do so in writing. Such written notice does not mean

that we will not invoke any subsequent, later default on your part.

20. Disputes and choice of law.

20.1. The European Commission has an online platform for you to report out-of-court disputes should you feel the urge your complaint is better handled there. Please note that the handling of a complaint should be handled first by us as supplier. The EU dispute resolution system can be found via the following link <http://ec.europa.eu/consumers/odr/>. You can use the platform to resolve disputes with Ultra Fine Bubble.

20.2. Any dispute arising out of or relating to this agreement may also be brought to the competent court in the Netherlands.

20.3. The agreement between you and Ultra Fine Bubble is formed on the basis of and governed by Dutch law, unless other national mandatory regulations apply to you as a consumer.