

## TERMS OF SERVICE

### 1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 1.3 **Entire agreement.** These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Innosparks Pte Ltd a company registered in Singapore. Our company registration number is 198004216K and our registered office is at 75 Ayer Rajah Crescent, #02-11, Singapore 139953.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at +65 6873 2074 or by writing to us at [info@airplus-intl.com](mailto:info@airplus-intl.com).
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when you submit your order through our website, [www.airplus-intl.com](http://www.airplus-intl.com) ("**Website**").
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product, because we are unable to meet a delivery deadline you have specified or for any other unforeseen business reasons.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 **We only sell to certain jurisdictions.** Our website is solely for the promotion of our products in the jurisdictions listed on our Website. Unfortunately, we do not accept orders from addresses outside those jurisdictions.

### 4. OUR PRODUCTS

- 4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours



accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our Website.

## 5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible.

## 6. OUR RIGHTS TO MAKE CHANGES

6.1 **Minor changes to the products.** We may change the product or its specifications:

6.1.1 **to reflect changes in relevant laws and regulatory requirements; and**

6.1.2 **to implement minor technical adjustments and improvements, for example to address manufacturing issues or technological advancements.**

**These changes will not affect your use of the product.**

6.2 **More significant changes to the products and these terms.** In addition, we may make the changes to these terms or the product from time to time. Any changes will not affect any orders that you have placed, and that we have accepted, prior to the date of the change. Any changes will be reflected on our Website and these terms and any orders placed following the date of the change constitutes your agreement to change.

## 7. PROVIDING THE PRODUCTS

7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our Website.

7.2 **When we will provide the products.** The delivery estimates are provided at the order checkout page on the website. During the order process we will let you know when we will provide the products to you.

7.3 **We are not responsible for delays outside our control.** Any delivery dates stated during the order process are estimates only. If our supply of the products is delayed by an event outside our control (for example, if there is a delay with the courier) then we or the courier will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay (i.e. more than 30 days) you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

7.5 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and *clause 10.2* will apply.

7.6 **When you become responsible for the goods.** A product will be your responsibility from the time we deliver the product to the address you gave us.



7.7 **When you own goods.** You own a product once we have received payment in full and you are in receipt of the product.

7.8 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

7.8.1 **deal with technical problems or make minor technical changes;**

7.8.2 **update the product to reflect changes in relevant laws and regulatory requirements; or**

7.8.3 **make changes to the product as requested by you or notified by us to you (see clauses 5 and 6).**

7.9 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

## 8. YOUR RIGHTS TO END THE CONTRACT

8.1 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at *clause 8.1.1 to 8.1.4* below the contract will end immediately and we will refund you for any products which have not been provided. The reasons are:

8.1.1 **we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;**

8.1.2 **there is a risk that supply of the products may be significantly delayed because of events outside our control;**

8.1.3 **we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or**

8.1.4 **you have a legal right to end the contract because of something we have done wrong.**

## 9. HOW TO END THE CONTRACT WITH US

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

9.1.1 **Email.** Email us at [info@airplus-intl.com](mailto:info@airplus-intl.com). Please provide your name, home address, order number and, where available, your phone number and email address.

9.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, email us at [info@airplus-intl.com](mailto:info@airplus-intl.com) for return instructions.

9.3 **When we will pay the costs of return.** We will pay the costs of return:

9.3.1 **if the products are faulty or misdescribed; or**



- 9.3.2 **if you are ending the contract because of an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.**

In all other circumstances you must pay the costs of return.

- 9.4 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

- 9.5 **When we may make deduction from refunds.**

- 9.5.1 **We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.**

- 9.5.2 **The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 7-21 days at one cost but you choose to have the product delivered within a shorter period at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.**

- 9.6 **When your refund will be made.** We will make any refunds due to you as soon as possible.

## 10. OUR RIGHTS TO END THE CONTRACT

- 10.1 **We may end the contract if you breach it.** We may end the contract for a product at any time by writing to you if you do not within a reasonable time allow us to deliver the products to you.

- 10.2 **You must compensate us if you breach the contract.** If we end the contract in the situations set out in *clause 10.1* we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you 50% of the amounts paid by you as compensation for the net costs we will incur as a result of your breaking the contract.

- 10.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 30 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## 11. IF THERE IS A PROBLEM WITH THE PRODUCT

**How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You write to us at [info@airplus-intl.com](mailto:info@airplus-intl.com) or 75 Ayer Rajah Crescent, #02-11, Singapore 139953.

## 12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS

- 12.1 **Consumer rights.** If you are a consumer we are under a legal duty to supply products that are in conformity with this contract and the relevant consumer law in the jurisdiction of your residence. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.



If you are a resident in:	You have the following consumer rights:
Canada	The laws of certain jurisdictions in Canada, including Quebec's Consumer Protection Act, do not allow limitations on implied warranties or conditions or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the disclaimers, exclusions or limitation in these terms and conditions might not apply to you and you may have some additional rights.
United States of America	In accordance with applicable State and Federal laws in the United States.

12.2 **Other warranties.** Save as set out in clause 12.1, all conditions, warranties, undertakings or representations express or implied, arising by statute, general law or otherwise, are expressly excluded to the extent permitted by law.

12.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products please contact us at [info@airplus-intl.com](mailto:info@airplus-intl.com) for return instructions.

### 13. PRICE AND PAYMENT

13.1 **Where to find the price for the product.** The price of the product (which includes VAT/GST) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see *clause 13.3* for what happens if we discover an error in the price of the product you order.

13.2 **We will pass on changes in the rate of VAT.** If the rate of VAT/GST changes between your order date and the date we supply the product, we will adjust the rate of VAT/GST that you pay, unless you have already paid for the product in full before the change in the rate of VAT/GST takes effect.

13.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. Where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we deliver your order.

13.4 **When you must pay and how you must pay.** We accept payment with VISA, MASTERCARD, AMERICAN EXPRESS & PAYPAL.

### 14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

14.1 Nothing in these terms shall limit or exclude our liability for:

14.1.1 **death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);**

14.1.2 **fraud or fraudulent misrepresentation.**

14.2 Subject to *clause 14.1*:

14.2.1 **we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or**



**consequential loss arising under or in connection with any contract between us; and**

14.2.2 **our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such contract.**

**15. HOW WE MAY USE YOUR PERSONAL INFORMATION**

**How we will use your personal information.** We will only use your personal information as set out at [www.airplus-intl.com](http://www.airplus-intl.com).

**16. OTHER IMPORTANT TERMS**

16.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

16.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may require the person to whom the rights are transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by writing to us [info@airplus-intl.com](mailto:info@airplus-intl.com) or 75 Ayer Rajah Crescent, #02-11, Singapore 139953.

16.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in *clause 16.2*. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

16.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date as permitted by law.

16.6 **Which laws apply to this contract and where you may bring legal proceedings.**

<b>If you are a resident in:</b>	<b>Choice of law and dispute resolution</b>
Canada	<ol style="list-style-type: none"><li>1. Subject to sub-paragraph 3 below, these terms shall be governed by, and construed in accordance with, the laws of Singapore.</li><li>2. Any dispute arising out of or in connection with these terms shall be referred to and finally resolved by arbitration in Singapore in accordance with the SIAC Rules for the time being in force which rules are deemed to be incorporated by reference in this Clause ("SIAC Rules"). The Tribunal shall consist of one arbitrator to be jointly appointed by the parties and in the event that the parties fail to agree on the appointment, by the</li></ol>



	<p>President of the Court of Arbitration of the SIAC. The language of the arbitration shall be English.</p> <p>3. If you are a consumer in Quebec, you agree that these terms and conditions, and any disputes arising from these terms and conditions or your use of our products, will be governed by the laws of the Province of Quebec, without reference to its conflict of laws provisions, and the laws of Canada applicable therein, and any disputes will be submitted to the courts of competent jurisdiction of the District of Montreal (Quebec).</p>
United States of America	<p>1. These terms and conditions, and any agreements and undertakings relating to the transaction(s) that these terms and conditions concern, shall be governed by, interpreted, and enforced in accordance with the laws of the State of New York, U.S.A., applicable to contracts wholly made and performed therein by domiciliaries thereof.</p> <p>2. Any dispute, controversy or claim (each a "Dispute") arising out of or relating to these terms and conditions or to any agreement or undertaking relating to the transaction(s) that these terms and conditions concern shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its then Consumer Arbitration Rules ("CAR"), except as modified by these terms and conditions, and excluding the AAA's Supplementary Rules for Class Arbitrations. Any such arbitration shall be conducted (i) by a single arbitrator; (ii) in the English language; and (iii) on an individual basis only and not by way of any class, collective, or representative proceeding in arbitration. The place of arbitration shall be New York City.</p> <p>3. The AAA's Procedures for the Resolution of Disputes Through Document Submission shall apply. There shall be no oral hearings.</p> <p>4. Any award issued by the arbitrator shall be enforceable in any court of competent jurisdiction.</p>

