

Airlabs – Ecommerce terms for AirBubbl and AirHavn Pro

Our terms

1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply our AirBubbl and AirHavn Pro 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. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 **Who we are.** We are Airlabs Limited a company registered in England and Wales. Our company registration number is 08953917 and our registered office is at 4th Floor, 88 Baker Street, London, United Kingdom, W1U 6TQ.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at **+44 (0)117 428 8204** or by writing to us at support@airlabs.com and 4th Floor, 88 Baker Street, London, United Kingdom, W1U 6TQ.

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 we email you to accept it, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing 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 or because we are unable to meet a delivery deadline you have specified.

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.

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. Our rights to make changes

5.1 **Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

5.2 **Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

6. Providing the products

6.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.

6.2 **When we will provide the products.** During the order process we will let you know when we will provide the products to you. We will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

6.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control, then we 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 you may contact us to end the contract and receive a refund for any products you have paid for but not received.

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

6.5 **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 [9.2](#) will apply.

6.6 **Your legal rights if we deliver goods late.** In the UK and the EU you have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:

- (a) we have refused to deliver the goods;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

6.7 Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under use **6.6**, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

6.8 Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under **6.6** or **6.7**, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on +44 (0)117 428 8204 or email us at support@airlabs.com for a return label or to arrange collection.

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

6.10 When you own goods. You own a product which is goods once we have received payment in full.

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

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as notified by us to you (see **5**).

6.12 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 [one month] and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7. Your rights to end the contract

7.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see 10;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do**, see 7.2;
- (c) **If you have just changed your mind about the product**, see 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind)**, see 7.5.

7.2 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 (a) to (d) below, the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) 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;
- (b) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (c) 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 [one month]; or
- (d) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see 6.6)).

7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 Our goodwill guarantee. Please note, this clause contains the goodwill guarantee offered by us in relation to our Airbubbl products only. This is more generous than your legal rights under the Consumer Contracts Regulations in the ways set out below. This goodwill guarantee does not affect your legal rights in relation to faulty or misdescribed products (see 10.2) but is subject to the following conditions:

- (a) A Return Merchandise Authorization (“RMA”) must be requested from our customer service team at support@airlabs.com within 45 days of the purchase date (or where purchases are in November or December then the following 31 January, if later than this date). To request an RMA, email support@airlabs.com;
- (b) Returned product(s) must be in good physical condition (not physically broken or damaged);
- (c) All accessories originally included with the purchase must be included with the goods;
- (d) The RMA number must be included with the returned goods;
- (e) Shipping and handling charges and taxes paid (including VAT) are not refundable;

Please note that if you return products to us without an RMA and/or do not return all items included in the original package, we are entitled either to refuse delivery or charge you a restocking fee of 15% of the original price of the product(s) or the retail value of absent accessories, whichever is higher.

7.5 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract

8. How to end the contract with us (including if you have changed your mind)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by calling customer services on +44 (0)20 7290 4897 or email us at support@airlabs.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.2 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, you must return them to us. Please call customer services on +44 (0)20 7290 4897 or email us at support@airlabs.com for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

8.3 When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, 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; or

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

8.4 How we will refund you. 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.

8.5 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) 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.

(b) 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 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

8.6 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

9. Our rights to end the contract

9.1 We may end the contract if you break 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 or collect them from us;

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. If there is a problem with the product

10.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at +44 (0)20 7290 4897 or write to us at 4th Floor, 88 Baker St, London W1U 6TQ or email us at support@airlabs.com.

10.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms or in the [terms of the warranty](#) at www.airlabs.com/warranty will affect your legal rights.

10.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must return them to us. We will pay the costs of return. Please call customer services on +44 117 428 8204 or write to us at 4th Floor, 88 Baker St, London W1U 6TQ or email us at support@airlabs.com for a return label or to arrange collection.

11. Price and payment

11.1 Where to find the price for the product. The price of the product on www.airlabs.com (which includes VAT) 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 11.3 for what happens if we discover an error in the price of the product you order.

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

11.3 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. We will normally check prices before accepting your order so that, 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 accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

11.4 When you must pay and how you must pay. We accept payment by Stripe or Paypal. You must pay for the goods before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

11.5 Deals/Promotions and coupons. We periodically offer deals and promotions. Unless otherwise stated, all coupons are single use only and may not be redeemed multiple times by the same person. Additionally, unless otherwise stated, coupons are not applicable to items that are on sale or promotion.

12. Our responsibility for loss or damage suffered by you

12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987

12.3 We are liable for defective digital content. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

12.4 We are not liable for business losses. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. How we may use your personal information

13.1 How we may use your personal information. We will only use your personal information as set out in our [Privacy Policy](#).

14. Other important terms

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

14.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee at 7.4 to a person who has acquired the product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, including proof of original purpose.

14.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in 14.2 in respect of our guarantee. 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.

14.4 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.

14.5 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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

14.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.