

PARTIES AND ACCEPTANCE OF THE GENERAL CONTRACTING CONDITIONS:

On the one hand, the service & products provider, **miniSHOWER.pro** owned by Mr. J.A.C. (hereinafter the **Provider**) with postal address:

Mr. J.A.C.
Apartado 2077 SUC 2
08917 BADALONA (Barcelona)
SPAIN

with VAT ID ES46312368M, customer service phone +34-635 84 84 07, and contact email: hello@minishower.pro, being the owner of the website www.minishower.pro, exposes the contractual document that will govern the contracting of products & services through the reviewed website.

And on the other, the User/Client (hereinafter the **User**), registered on the website by means of a username and password, over which they have full responsibility for use and custody, being responsible for the veracity of the personal data provided to the Provider. For more security for the User, the Provider does NOT save the passwords of the users' accounts, neither on their computers nor on their servers. In case of loss or forgetting of the password, the system always allows the User to request or write down a new password.

Both parties ACCEPT this document, and it entails that the User:

- Has read and understands what is stated here.
- Is a person of legal age and with sufficient capacity to contract.
- Assumes all the obligations set forth herein.
- Have read and accept these general contracting conditions from the moment of purchase of any product/service shown on the Provider's website.

This document can be downloaded online, and can be printed and saved by Users.

The Provider makes the email address available to Users: hello@minishower.pro so that they can raise any questions about these conditions.

These conditions have a beginning of validity indicated at the top of first page of this document, will have an indefinite period of validity, till a new document update, and will be applicable to all contracts made through the Provider's website. In order to improve the products or services offered, the Provider reserves the right to unilaterally modify said General Contracting Conditions at any time, without affecting the products or services that were acquired prior to the modification. In any case, before purchasing the products/services, these general conditions must be read by the User.

It is advisable for the User to keep a copy of this document and the informational data contained in the purchased products/services, when making a purchase.

The Provider is not responsible for any loss of data, files or any damage resulting from a backup failure by the User of the data contained in the products/services purchased.

The Provider is not responsible for the consequences that may result from an inappropriate use of the products/services for sale on the web.

The civil liability of the Provider for the products/services provided is limited to the amount thereof, the user renounces to claim any liability to the Provider for any concept in any case of dissatisfaction of the products/services acquired on the website www.minishower.pro, as well as possible failures, slow access or errors in accessing the web, including loss of data or other information that may exist on the computer or network of the user accessing the web.

The Provider is a business specialized in distance selling of products/services. The Provider sells its products remotely over the Internet through its website and / or by phone. The Provider does not have any physical store.

OBJECT OF THE CONTRACT:

Scope of application: The purpose of this contract is to regulate the contractual relationship of purchase and sale born between the Provider and the User at the moment in which the latter accepts these general conditions of purchase during the online contracting process by checking the corresponding box. These General Contracting Conditions will apply from the day the order is placed.

The contractual relationship of sale entails the delivery, in exchange for a certain price and publicly exposed through the website, of a specific product/service.

Territory of application: The www.minishower.pro virtual store is active throughout Spain and is also active and visible throughout the world.

Capacity to contract: In order to place an order, the User must be of legal age and have the capacity to contract.

Customer acceptance: The validation of an order through the website www.minishower.pro is carried out by email and also implies the automatic acceptance of the General Contracting Conditions. These conditions are available on the web www.minishower.pro

Modification of the General Contracting Conditions: The Provider reserves the right to make changes and / or modifications

to these General Contracting Conditions, at any time. We advise our clients to review them regularly. In the event that these changes or modifications are introduced once an order has been placed, the conditions in force on the date on which said order was placed will apply.

INFORMATION PROVIDED ON THE WEBSITE www.minishower.pro:

Price publication: Exceptionally, the prices of the products/services shown on our website may be wrongly specified and show a lower price than the corresponding one. When this happens, and if we have confirmed your order, we will contact you immediately in order to issue a new order confirmation with the correct price. In the event that the corresponding price is higher, you may cancel your order and we will refund any amount that you have already paid.

Information on products/services: The information that appears in our advertising, brochures, other written material, on our website or that provided by our agents or employees constitutes an invitation to make a deal.

The contents of www.minishower.pro are renewed and updated to offer our clients the most complete and detailed information possible. Due to this, it is possible that the contents may show, on exceptional occasions, provisional information about some products/services. In the event that the information provided does not correspond to the characteristics of the product/service, the customer will have the right to cancel their purchase at no cost on their part.

All contractual information on the website is displayed in English and communication with customers and Users, as well as the formalization of the contract, will be carried out in this language.

Usual availability of the products or services:

- Departure date from our warehouse (or from China warehouse) after order reception: from 1 to 6 weeks (plus transport or traffic time till delivery address)
- Or the indicated in the Online Prices List in this website, if available
- Or as indicated in the purchase order confirmation

In some cases, we will contact the user to confirm final availability.

If you decline our suggestions, the order related to these products/services will be canceled and any amount paid for them will be returned to you.

Right of Cancellation: The Provider reserves this action (right of cancellation) of a specific product/service that does not comply with the quality requirements imposed on all the services of www.minishower.pro

In the event that this lack of quality is detected, [miniSHOWER.pro](http://www.minishower.pro) Customer Service will suggest a replacement product/service and, if the replacement is not to the customer's liking, the cost of said product/service will be reimbursed.

Orders 24 hours a day, every day of the year: The hours for receiving orders are twenty-four (24) hours three hundred and sixty-five (365) days a year, although orders placed after seventeen (17:00 pm) will not be processed, remaining for the next business day in BADALONA city (Spain). Orders received over the weekend will be processed first thing the following Monday, or the first business day.

Fraud: If [miniSHOWER.pro](http://www.minishower.pro) suspects or detects any anomaly or fraud, it reserves the right to cancel the transaction for security reasons.

PURCHASE PROCEDURE:

In order to purchase the products/services offered by the Provider, the User must register on the website by creating a free user account. For this, the user must freely and voluntarily provide the personal data that will be required, which will be treated in accordance with the provisions of current regulations on data protection, Regulation (EU) 2016/679 of 27 April 2016 (RGPD), Organic Law 3/2018 of December 5 (LOPDGDD) and other current legal regulations on the protection of personal data related to the protection of personal data, detailed in the Legal Notice and in the Privacy Policy of this website.

When opening the free account, the User will write down a username and password, committing to make diligent use of it since the Provider does not save the passwords and cannot make them available to third parties, as well as to notify the Provider of the loss or theft of the same or of possible access by an unauthorized third party, in such a way that it proceeds to the immediate blocking of the account.

The user will not be able to choose as a user name words that have the purpose of confusing others by identifying him as a member of the Provider, as well as abusive, insulting expressions and in general, contrary to the law or the requirements of morality and good traditions.

Once the user account has been created, it is reported that in accordance with what is required by art. 27 of Law 34/2002 on Services of the Information Society and Electronic Commerce, the contracting procedure will follow the following steps: Choose the product/service by clicking on it, and it will be automatically added to the "bag or shopping cart".

If you want to add more products/services, you must select the option "Continue shopping." If by mistake you have added one that you do not want, you must click on the "X" option to remove from the shopping cart. In the shopping cart the articles, the quantity, the price and the total amount will be observed. Once all the services have been chosen, the taxes, charges and / or discounts will be calculated according to the payment and approximative shipping data entered,

Having chosen the product/service, you must click on the finish tab to place the order. By clicking on this option, the purchase confirmation will appear (summary of the order placed, your data, the chosen payment method, transport fees,



taxes if any, approximative delivery time).

The user's registration will be requested to be able to make the purchase (said registration is free), in which a data collection form must be completed (in which you will have to accept the Terms and Sales Conditions (download and read the aforementioned document)). Once this has been completed, you will receive an email confirming the registration at the indicated email address. If you are already registered, you can access your data by clicking on the button "MY ACCOUNT".

Please review the spam and junk mail controls in your email inbox and always verify that the contact details you provide are correct.

Once registered, a check box will appear that must be marked since it is the acceptance of these General Contracting Clauses.

To finish the process, you must click on the PLACE ORDER button.

In any case, the contracting platform of the Provider will inform the User, once the contracting procedure is completed, via email regarding all the characteristics, price, delivery methods, contracting date and delivery estimate of the purchased product/service.

If there is any type of error in the indicated address or in any other point of the order, you must notify it immediately to Provider to proceed to correct this error.

If you have any questions, you can contact our Customer Service through

eMail: hello@minishower.pro

Phone: +34-635 84 84 07

Messenger services: [Whatsapp/Telegram/Signal/Zoom/Skype/Facetime/Wechat/Chat](#) = +34-635 84 84 07

The Provider will provide customer service for FREE through our contact email: hello@minishower.pro

If you choose another alternative means of communication, the user is the one who will have to bear the particular cost of the same, if applicable.

The Provider makes available telephones in Spain subject to the cost of its telephone operator.

BUY AS A GUEST:

This website also allows the purchase through the purchase functionality as a guest (without the need to have an account). In this type of purchase, you will be asked for the essential data to be able to process your order. Once the purchase process is completed, you will be offered the possibility of registering as a user and validating the free account, or continuing as an unregistered user.

The Provider will not assume any responsibility when the delivery of the product/service does not take place, because the data provided by the user is false, inaccurate or incomplete.

The delivery will be considered made at the moment in which the Provider has made the products/services available to the user and the latter, or the latter's delegate, has signed the document of receipt of the product/service.

It is the User's responsibility to verify the products/services upon receipt and expose all the exceptions and claims that may be justified in the delivery receipt document.

In the event that the contracting does not entail the physical delivery of any product/service, being these directly downloaded from the website indicated by the Provider, the latter will previously inform the user regarding the procedure to be followed to perform this download.

PRICES and TRANSPORT fees:

All prices displayed in the www.minishower.pro store **"DO NOT include the VAT in force"** at the time of purchase.

All the prices that appear on the web are valid except for typographical errors and in any case they will be expressed in the **Euro currency (€)**. Said prices, unless expressly indicated otherwise, **do not include** shipping, handling, packaging, shipping insurance or any other additional services and attachments to the product or service purchased.

The transport prices shown in the LEGAL section are increased by €2.99 per shipment, due to the cost of packaging and handling. Any documentation on paper or other support, on the Provider's products/services, that the user requests to be sent by a means other than email or online download will be the responsibility of the User.

VALUE ADDED TAX:

Orders received from users with the invoice data and/or delivery address are from **outside** of Spain or C.E. (Europe) our store will not charge or invoice any VAT. Orders from C.E. (Europe countries) will be added the VAT.

For Spain users: In accordance with the provisions of article 68 of Law 37/1992, of December 28, on Value Added Tax, the delivery of products or services will be understood to be located in the territory of application of the Spanish VAT if the delivery address is in Spanish territory except the Canary Islands, Ceuta and Melilla. The applicable VAT rate will be the one legally in force at all times depending on the specific article in question. In orders destined for the Canary Islands, Ceuta and Melilla, deliveries will be exempt from VAT by application of the provisions of article 21, without prejudice to the application of the corresponding taxes and duties in accordance with the regulations in force in each of these territories.

The payment made to the Provider will entail the issuance of an invoice in the name of the registered user, once the service has been delivered. Said invoice will be automatically sent to the email address provided by the user, as well as

sent, where appropriate, together with the product purchased.

The prices applicable to each product/service will be those published on the web and applied automatically by the contracting process in the last phase of the same. The User assumes that, in any case, the economic valuation of some of the products may vary in real time. In any case, this will always be previously communicated to users.

In the cases of promotions of limited duration, the promotion discount will be applied as long as the order has been registered during the promotion period.

The data recorded by the different payment methods constitute proof of the date on which the financial transactions were made and will serve to determine whether or not said order is subject to promotion.

For any information about the order, the User may contact through the Provider customer service telephone number or via email to the email: hello@minishower.pro

OTHER TAXES or especial FEES:

After parcel departure from our warehouse, the Customs duties, any kind of taxes, and/or any other charges related to the country of parcel destination are always the User responsibility and at User expense.

PAYMENT METHODS:

PayPal: Once the purchase is completed, if you choose this form of payment, you will be redirected to the official PayPal website where you can make the payment through your PayPal account or through **any credit or debit card**. Once the payment is successful, your order will be finalized and an email will be sent with the summary of your purchase. By pressing the button "Back to the Store" you will return to the web to see the order and to be able to print it. PayPal has its own privacy policies and the Provider has no responsibility for them.

Transfer or Deposit into account: After place the order the user will receive the instructions with our account number, IBAN & SWIFT, to pay by bank transfer or deposit. It is essential that the assigned order number and the name and email account of the User are clearly indicated on the transfer order. In order to confirm the order, it will be necessary to carry it out within 7 days, otherwise it will be canceled in our system.

Invoice: You will receive our invoice directly from Paypal with instructions so that you can make the payment on that platform.

Bizum: after place the order we will provide by email our Bizum account number to proceed with the payment.

Cash on delivery: this means of payment is **NOT** allowed on the Provider's website

DELIVERY OF ORDERS:

Shipping Address: Orders will be delivered to the User shipping address registered in the order. In this way, the Provider does not assume any responsibility for when the delivery of the product/service is not carried out as a result of the data provided by the user being false, inaccurate or incomplete or when the delivery cannot be made for reasons beyond the Provider, assigned for this purpose, as is the absence of the addressee.

Notwithstanding the foregoing, the Provider has adopted the measures required so that the delivery can be made in the agreed time, so that no responsibility can be attributed to it.

Shipments are made to destinations in Spain or to any other worldwide country. The Supplier will use DHL courier, or any other, so that your order is delivered within the term that appears on our website on the date of issuance of the order confirmation.

Delivery times: they correspond to those set in the file for each product/service. In the case of product/service not available at the time of purchase, our Customer Service will be able to provide you with availability information and a delivery time.

If you have requested several products/services in the same order, keep in mind that they may have different availability dates, in which case you could receive them on different dates.

Shipping confirmation: At the time of delivery of the order to the courier, we will send a confirmation to the User for a follow up.

RIGHT OF RETURN or WITHDRAWAL:

The User cannot return a product/service made to measure.

The right of withdrawal may not be applied in the following cases:

- .- In software applications that are directly downloaded through the portal provided by the Provider.
- .- When they are personalized products or those that, due to other legally foreseen exceptions, are not subject to this right.
- .- The Provider cannot know if the products that the user has received have been used, or not, for which reason and since they are all for personal use, and for reasons of hygiene, the supplier will not accept the return of any product. In all cases, the user not have the right to cancel the order or to have the amounts paid back.

APPLICABLE WARRANTIES and AFTER-SALES SERVICES:

Warranty: All products offered through the Provider website are guaranteed against all manufacturing defects.

Not all products have a free maintenance period in accordance with the criteria and conditions described in RDL 7/2021, of April 27, which approves the Defense of Consumers and Users and other laws Complementary, except in exceptional

cases in which it may have a different duration, the Provider spraying devices fall into the category of exceptional cases, and have the following guarantee:

Sprayer code #01.01 = more than 2.400 showers of 5' - or 200 hours of working time (as indicated in the User Manual & Technical Guide)

Sprayer code #02.01 = more than 1.200 showers of 15' – or 300 hours of working time (as indicated in the User Manual & Technical Guide)

Unless proven otherwise, it will be understood that the products are in accordance with the contract as long as they meet all the requirements expressed below, unless due to the circumstances of the case any of them are not applicable:

- .- They conform to the description of the product made in the store by the Provider.
- .- Are suitable for the uses to which products of the same type are ordinarily intended.
- .- They are suitable for any special use required by the User when they have made it known to the Provider at the time of the conclusion of the contract, provided that the latter has admitted that the service is suitable for this use.
- .- Present the usual quality and benefits of a product of the same type that the User can reasonably expect, taking into account its nature and, where appropriate, the descriptions of the specific characteristics of the products made by the Provider.

The responsibility for lack of conformity that the User knows or has not been able to ignore at the time of the conclusion of the contract or that have their origin in the data provided by the User will not proceed.

Warranty cancellation cases:

The guarantee does not apply in the following cases:

- .- Deterioration created by adaptations, adjustments or modifications made to a product without a written agreement with the Provider
- .- Deterioration created by misuse of the product, inappropriate use, not respecting the instructions for use with regard to its use and maintenance or improper installation.
- .- Damages generated by unaccredited persons or the User.
- .- Damages caused by accidents, lightning, floods, fires or any other cause that is not the responsibility of the Provider.
- .- Damages caused by a failure of the system in which the product/service may be incorporated.

The Provider has spare parts when necessary, please ask us by email.

ONLINE DISPUTE RESOLUTION

In accordance with Art. 14.1 of Regulation (EU) 524/2013, the European Commission provides a free access platform for the resolution of online conflicts between the USER and the PROVIDER, without the need to resort to the courts of justice, through the intervention of a third, called the dispute resolution body, which acts as an intermediary between the two. This body is neutral and will dialogue with both parties to reach an agreement, finally being able to suggest and / or impose a solution to the conflict.

Link to the ODR platform: <http://ec.europa.eu/consumers/odr/>

NULLITY AND INEFFECTIVENESS OF THE CLAUSES:

If any clause included in these General Contracting Conditions is declared, totally or partially, null or ineffective, such nullity or ineffectiveness will affect only said provision or the part of it that is null or ineffective, the General Contracting Conditions subsisting in everything else, having such provision, or the part of it that is affected, by not being placed.

APPLICABLE LAW AND JURISDICTION:

These conditions will be governed or interpreted in accordance with Spanish legislation in that which is not expressly established. The Provider and the User agree to submit any controversy that may arise from the provision of the products or services that are the object of these Conditions, to the Courts and Tribunals of the Provider domicile. In the event that the User is domiciled outside of Spain, the Provider and the User expressly waive any other jurisdiction, submitting to the Courts and Tribunals of the city of Barcelona (Spain).

COMMENTS, SUGGESTIONS, CLAIMS:

Your comments, suggestions or complaints will be well received. We kindly ask you to send us through our **contact form** or by email to: hello@minishower.pro