

**Terms and Conditions
of Storz & Bickel GmbH
for selling products in our online shop.**

TERMS AND CONDITIONS.

§ 1 Scope of application

(1) These Terms and Conditions apply to all contracts that were concluded via our online shop, between

Storz & Bickel GmbH
In Grubenäcker 5-9
78532 Tuttlingen
Germany

Registration court: District Court of Stuttgart
VAT ID No.: DE 327110629

Phone: +49 (0)7461 9697070

Email: info@storz-bickel.com

Homepage: <https://www.storz-bickel.com/>
<https://www.vapormed.com/>

Registration number: HRB 773792

represented by the managing directors Jürgen Bickel and David Männer and you as our customer.

(2) These Terms and Conditions apply exclusively to consumers. They do not apply to companies. A consumer means every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession (Section 13 BGB (German Civil Code)). Whereas an entrepreneur means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession (Section 14 Para 1 BGB (German Civil Code)). For entrepreneurs the Terms and Conditions of Storz & Bickel GmbH apply, available at <https://b2b.storz-bickel.com/legal>.

(3) These Terms and Conditions apply exclusively and in the version that was valid at the time when the contract was concluded. Any deviating, opposing or supplementary Terms and Conditions of the customer shall not apply unless we explicitly agree to them in writing.

§ 2 Offer and contract conclusion

(1) Our offers in the online shop are subject to change and non-binding.

(2) You can select products from our assortment and add them to a so-called cart by using the button "Add to cart". By clicking the button "Buy now" you are sending your order via the online shop and are submitting a binding offer for the products in the cart. Before you send the order you can change and review the data at any time. However the offer can only be submitted and transmitted if you accept these Terms and Conditions by clicking the button "Accept T&C" and consequently include them in your offer.

(3) After receiving your offer, we will promptly send you an automatic acknowledgement of receipt via email, which will constitute acceptance of your offer at the same time (confirmation of order). With this email we will send you the contract text (consisting of the order, T&C and the order confirmation) on a durable medium (email or paper printout) (contract confirmation). The contract text shall be saved while adhering to data protection.

§ 3 Information regarding your right of cancellation

(1) When entering into a distance selling transaction, consumers always have a statutory right of cancellation which we will outline below in accordance with the statutory sample. The exceptions to the right of cancellation are regulated in Paragraph 2. Paragraph 3 includes a sample cancellation form.

Information regarding your right of cancellation

Right of cancellation

You have the right to cancel this contract within fourteen days without specifying any reasons.

The cancellation period is fourteen days with effect from the day on which you or a third party nominated by you, which is not the carrier, have or has taken possession of the products.

To exercise your right to cancellation you must inform us (Storz & Bickel GmbH, In Grubenäcker 5-9, 78532 Tuttlingen, Germany, Phone: +49 (0)7461 9697070, email: info@storz-bickel.com) of your decision to cancel this contract by means of a clear declaration (e.g. a letter via regular mail or an email). You can use the enclosed sample cancellation form for this, which however is not mandatory.

In order to comply with the cancellation period, it is sufficient that you send the notification about exercising the cancellation right prior to the expiry of the cancellation period.

Consequences of cancellation

If you cancel this contract, we shall repay all the payments, which we have received from you, including the delivery costs (with the exception of additional costs, which arise from that fact that you selected a form of delivery other than the most reasonable standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we received the notification about the cancellation of this contract from you. We will use the same means of payment that you have used for the original transaction for this repayment, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees owing to this repayment.

We can refuse the repayment until the products are returned to us or until you have furnished evidence that you have sent the products back to us, depending on whichever is earlier.

You must return or transfer the products to us immediately and, in any case, at the latest within fourteen days with effect from the day on which you inform us of the cancellation of this contract. The deadline is adhered to if you send the products before the expiry of the fourteen-day deadline.

You bear the direct costs for returning the products.

You must pay for any depreciation of the products only if this depreciation can be attributed to any handling by you that was not necessary for checking the condition, properties and functionality of the products.

- End of the information regarding your right of cancellation -

(2) The right of cancellation is not applicable to distance selling transactions for delivery of products that are produced specifically according to customer's specifications or that are clearly tailored to personal requirements or that are not suited for returns due to their nature. The right of cancellation furthermore does not apply to distance selling transactions for delivery of sealed products, that are not suited for return for reasons of health protection or hygiene if their seal has been removed after the delivery.

(3) In the following, we inform you about the sample cancellation form according to the statutory provisions:

Sample cancellation form

(If you want to cancel this contract, please complete this form and return it to us.)

To: Storz & Bickel GmbH
In Grubenäcker 5-9, 78532 Tuttlingen, Germany
Phone: +49 (0)7461 9697070
Email: info@storz-bickel.com

I/we (*) hereby cancel the contract concluded by me/us (*)
regarding the purchase of the following products (*)/ the provision of the following service (*)
– Ordered on (*)/received on (*)
– Name of the consumer(s)
– Address of the consumer(s)
– Signature of the consumer(s) (only in case of a notification on paper)
– Date
(*) Delete as applicable

§ 4 Delivery, availability of products, partial delivery

(1) Delivery times specified by us are calculated from the date of order confirmation, provided that payment of the purchase price has been received (except for purchase on account via Klarna). If no or no deviating delivery time is specified for the corresponding products in our online shop, the delivery time is a maximum of fourteen (14) business days.

(2) We will immediately inform you should the product you have selected be out of stock at the time of the order and we will also inform you of the estimated new delivery time. If the product you have selected is unavailable for longer than one month, you as well as us are entitled to cancel the contract in whole or in part. In the event of a cancellation, we shall immediately reimburse you any payments you have already made.

(3) The following delivery restrictions exist: We do not deliver to customers whose main residence (invoice address) is in one of the below countries and can only provide a delivery address in this country. Israel, Brazil, Kosovo, Mexico, Russia, Belarus, Thailand and Ukraine. Furthermore, we only deliver to customers who are of legal age (Section 2 BGB (German Civil Code)).

(4) We are authorized to make partial deliveries within the agreed delivery times. Especially when ordering several products that can be used separately, partial deliveries may be applicable. In accordance with Section 6 Para 3, any additional shipping cost that result from the partial delivery shall always be borne by us.

§ 5 Delivery, transfer of risk

(1) Unless specifically agreed to otherwise, we shall determine the appropriate shipping type and transportation company at our reasonable discretion.

(2) We are liable only for the timely and proper delivery of the products to the transportation company and are not responsible for any delays that may be caused by the transportation company.

(3) The risk of coincidental destruction, coincidental damage or coincidental loss of the delivery items is transferred to you at the time when the products are delivered to you or as of when you are in default of acceptance.

§ 6 Prices and shipping costs

(1) All prices specified on our website are in euros including VAT in the corresponding statutory amount. Unless otherwise specified in Section 6 Para 2, you are responsible for shipping costs and any customs fees or similar public duties.

(2) This shipping costs that you will be responsible for are specified in the order form. As of a total amount of goods ordered of

- € 20.00 for orders from the Federal Republic of Germany,
- € 30.00 for orders from the Benelux countries and the Czech Republic,
- € 40.00 for orders from the rest of the European Economic Area (EEA) and Switzerland, Northern Ireland and
- € 100.00 for orders from third countries and Great Britain,

we shall deliver your order free of charge if you select standard shipping.

(3) If we fulfill your order by partial deliveries pursuant to Section 4 Para 4, you will only incur shipping costs for the first partial order. If you have requested partial orders we shall charge shipping costs for each partial delivery.

(4) If you effectively cancel the contract pursuant to Section 3, subject to the statutory prerequisites, you can request reimbursement of shipping costs already paid by you (costs for shipment to you). The direct costs for the return must be borne by you.

§ 7 Payment terms, right of set-off and retention

(1) You can make your payment by advance payment, credit card, Amazon Pay or Klarna (installment purchase, credit card, direct debit, advance payment, payment on account). We reserve the right with each order not to offer some payment methods and to refer to different payment methods.

(2) Payment of the purchase price is due immediately when the contract is concluded, unless the payment method chosen pursuant to Para 1 indicate a different due date. In the event of default of payment, you must pay annual interest of 5% above the corresponding prime rate pursuant to Section 247 Para 1 of the BGB (German Civil Code).

(3) Your obligation to pay interest on late payments does not exclude the assertion of other damage for delay by us.

(4) You are only entitled to a right of set-off against our claims for undisputed or legally established counterclaims. You are also entitled to set-off against our claim if you assert quality claims or counterclaims under the same contract. As the purchaser you may only exercise a right of retention if your counterclaim is based on the same purchase agreement.

§ 8 Reservation of Ownership

We keep ownership on products we delivered until full payment of the purchase price (including VAT and shipping costs) for the corresponding products.

§ 9 Warranty, Repairs and Liability

(1) We are liable for defects as to quality or title for delivery items pursuant to the applicable statutory provisions, in particular Sections 434 ff. BGB (German Civil Code). The period of limitation for statutory claims for defect is twenty-four (24) months and shall begin when the products are delivered.

(2) An additional warranty applies to products delivered by us only if it is included with the delivery items. As defined by Section 1, warranty claims apply in addition to claims for defects as to quality or title. Details on the extent of such warranties are provided in the warranty conditions.

§ 10 Liability

(1) We are liable pursuant to the provisions of the German Product Liability Act as well as in cases of failure or impossibility that we are responsible for. In addition, in the case of a specifically expressed guarantee, we shall be liable for intentional and grossly negligent violations of duty and any injuries to life, body or health that we are responsible for. For property damages and financial loss due to ordinary negligence, we shall be responsible only in the event of violation of material contractual obligations (so-called cardinal obligations), i.e. an obligation, fulfillment of which allows contract performance in the first place and compliance with which the customer normally relies on and may rely on, however, limited to the foreseeable damage typical for the contract. In any other case, our liability is excluded.

(2) The extent that our liability is excluded or restricted also applies to the personal liability of our employees, legal representatives and vicarious agents.

§ 11 Data protection information

Please note that we collect, process and use your personal data, which we received in connection with contracts that were concluded via our online shop, to the extent necessary for fulfilling the contract and allowed within the framework of the Data Protection Regulation. The legal basis for storing the data is Article 6 Para 1 (b) GDPR. For further details on the processing of personal data, please see our Data Privacy Declaration at <https://www.storz-bickel.com/privacy>.

§ 12 Applicable Law

The laws of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Legal provisions for restricting the choice of law and applicability of mandatory rules and regulations, especially of the country of your main residence as a consumer, remain unaffected.

§ 13 Precedence of the German version of the Terms and Conditions

These Terms and Conditions for selling products in our online shop are made available on our homepage in several languages. We specifically point out that exclusively the German Terms and Conditions are relevant for any legal effects. Please take note of the precedence of the German Terms and Conditions, especially in the event of deviations between the different language versions, as well as in any other cases of doubt.