

# STORZ & BICKEL GmbH (S&B) PRODUCT WARRANTY (the „Product Warranty“)

## PRODUCT WARRANTY

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### **I. What does the product warranty cover?**

The product warranty consists of a statutory warranty of 2 years and an optional, one-year limited S&B warranty.

S&B provides a statutory warranty for material and workmanship defects under normal use (as defined below) for any MIGHTY+ MEDIC and VOLCANO MEDIC 2 (“S&B products”) purchased directly from vapormed.com or an authorized retailer. The S&B warranty extends this statutory warranty for the current product portfolio provided that the customer registers the purchased S&B product within four weeks of purchase at [www.vapormed.com/registration](http://www.vapormed.com/registration).

### **II. When does the product warranty begin?**

For S&B products, the product warranty begins on the purchase date by the original purchaser.

### **III. What does normal use mean within the scope of this product warranty?**

“Normal use” means the ordinary use of the product by the consumer under certain conditions specified by the manufacturer and in accordance with the “Instructions for Use” provided with the respective S&B product. Commercial use of the S&B product does not constitute normal use and will void the product warranty.

### **IV. What is not covered by this product warranty?**

This product warranty does not apply to commercial use of the product, damage resulting from improper use, improper maintenance or storage, normal wear and tear, refurbished products, or unauthorized repairs of the product.

Furthermore, the product warranty does not extend to any products other than S&B products and does not cover: accessories or attachments or components, in particular batteries, balloons, cooling units, charging cables and adapters, the filling chamber (VOLCANO), tubes, screens, dosing capsules, and accessories supplied with these S&B products, such as herb mills, filling aids, or brushes; damage caused by accident, misuse, incorrect use, flooding, fire, earthquake, or other external causes; damage resulting from exposure of the S&B product to moisture (e.g., liquids, water, rain, extreme humidity, unusually heavy perspiration, or other moisture) or extreme temperature or environmental conditions (e.g., sand, food, dirt, or similar substances), or contact therewith; damage caused by operating the S&B product outside the permitted or intended use as described in S&B product documentation; damage caused by concentrates, the concentrate adapter, or waxes; an S&B product or part that has been modified to alter functionality or capability; damage to the S&B product resulting from (1) accessories not authorized or recommended by S&B, or (2) accessories authorized or recommended by S&B that were used outside normal or recommended use; cosmetic damage resulting from wear and tear, including but not limited to scratches, dents, and broken parts; S&B products whose serial number has been tampered with, removed, obscured, or is not genuine; or failure to follow cleaning instructions. In addition, this product warranty becomes void if you open, disassemble, or tamper with your S&B product in any way.

**Exceptions:** S&B accessories purchased in the EU — such as batteries, balloons, cooling units, charging cables and adapters, the filling chamber (VOLCANO), tube, screens, dosing capsules, and accessories supplied with S&B products (e.g., herb mill, filling aid, brush) — are covered by the statutory warranty against material and workmanship defects for two (2) years from the date of purchase.

This product warranty does not apply to products purchased from an unauthorized dealer, such as eBay, Amazon, Facebook Marketplace, Craigslist, MercadoLibre, Allegro, AliExpress, Tokopedia, or others. You can find a list of authorized dealers on our website. We do not accept any warranty claims for S&B products purchased from unauthorized dealers.

Replacement units provided under this warranty are supplied solely to fulfill the original warranty obligation and are not themselves covered by this Limited Warranty. No further warranty coverage, implied or explicit, applies to the replacement product. The original warranty terminates upon replacement and does not renew or extend to the new unit. This exclusion applies unless otherwise required by applicable state law. This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

#### **V. What does S&B do in the event of a warranty claim?**

If a valid claim is received within the product warranty period, S&B will, at its sole discretion and at its expense for repair, labor, and/or replacement, remedy any defect or fault covered by this product warranty by repairing or replacing defective parts with new or refurbished parts, or by supplying a non-defective product of the same kind and type. Personalized/engraved or limited-edition S&B products will be replaced with a standard/non-engraved S&B product.

**EXCEPT AS PROVIDED HEREIN, S&B MAKES NO OTHER WARRANTY.**

#### **VI. How can you make a warranty claim?**

To make a claim under this product warranty, the original purchaser must do the following:

- 1) Review this product warranty to ensure that the S&B product is covered.
- 2) Verify that the product shows no damage or signs of wear caused by deviations from normal use and/or from the product specifications.
- 3) Confirm that the product has not been repaired or otherwise tampered with by third parties not authorized by S&B.
- 4) Confirm that only accessories authorized by S&B have been installed in/on the product.
- 5) Ensure that the product's serial number has not been altered, removed, or obscured.

Claims under this product warranty must be submitted to S&B within the exclusion period of two months after the occurrence of the warranty case or, in the case of defects not immediately detectable, within two months of their discovery, together with the original invoice showing the purchase date. Please keep your purchase receipt or another proof of purchase for your records. It is recommended that you register the purchase date and the serial number of the S&B product shortly after purchase and before submitting a warranty request, as both are required to determine the start and end date of the product warranty. If no purchase date is registered or no record of the purchase date is provided by you or otherwise available to S&B at the time of the warranty request, the start and end dates of the product warranty will be determined using the manufacturing date of the S&B product based on the product's serial number. Thus, registration for the S&B warranty is not possible without submission of the original invoice. Visit <https://www.vapormed.com/initiate-rma> to learn how to initiate a warranty claim.

If the returned product is found to be free of defects, or if the issue is not related to the production or materials of the product, or if damage results from use not considered "normal use," a service fee of 70.00 EUR/USD will be charged for inspection and return shipping. This product warranty applies, under the aforementioned conditions (including product registration and submission of the original invoice, or product registration and submission of proof of purchase in the event of resale), to subsequent owners who reside within the applicable territory, provided they register the product. If the product has already been registered, re-registration by a later owner upon resale is not possible, which voids any potential claim for the S&B warranty.

## **VII. Additional Information**

S&B may request additional information regarding the S&B product, including photos or videos, and may first attempt to troubleshoot common issues before warranty service is approved. To determine whether you are eligible for warranty service, S&B may ask you to send the product directly to us at our expense for inspection. All S&B products approved for warranty service must be returned to S&B before a replacement unit can be provided. S&B covers the costs for shipping and return of the product. Any customs duties or public charges must be borne by the customer. S&B strongly recommends sending returns with tracking or delivery confirmation. S&B is not responsible for lost or damaged returns from you. The cost of returning S&B products not covered by this product warranty is your responsibility, and S&B may require prepayment of shipping costs before returning such products to you. Original purchasers returning S&B products for repair or replacement must undergo an age verification process. S&B only provides this product warranty to original purchasers who were of legal age at the time of purchase.

To fulfill the warranty, S&B may send the customer a replacement device. Upon receipt of the replacement device, the customer is required to dispose of the claimed device properly in accordance with applicable disposal regulations. Any transfer, especially sale or commercial distribution of the claimed device, is expressly prohibited. Any violation may result in the loss of the S&B warranty. Furthermore, S&B reserves the right to claim damages if resale or distribution of the defective device results in third-party claims.

## **VIII. Can I return my S&B product for a refund?**

Refunds are only available for new and unused S&B products purchased directly from [www.vapormed.com](http://www.vapormed.com); these must be returned directly to S&B within fourteen (14) days of receipt. If the tamper-evident seal is broken, no refund can be issued. For S&B products purchased from an authorized retailer, S&B does not issue refunds. In such cases, refunds must be requested from the authorized retailer from whom you purchased the S&B product and are subject to that retailer's refund policies.

Engraved or personalized S&B products are excluded from returns or refunds. All sales of engraved or custom S&B products are final.

## **What is the scope of S&B's rights and obligations and your rights and obligations?**

In no event shall S&B be liable for financial damages or other losses arising from a defect or failure of an S&B product, including but not limited to loss of use, loss of time, inconvenience, or incidental or consequential damages. ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS PRODUCT WARRANTY. Some countries, states, and/or provinces do not allow limitations on the duration of an implied warranty and/or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This product warranty gives you

specific rights, and you may have other rights that vary by country, state, or province. S&B is not responsible for additional warranties provided by retailers and is not bound by them. S&B does not authorize any other person to assume obligations or liabilities in connection with S&B products.

### **IX. Counterfeit Products**

Combating unauthorized and counterfeit S&B products is a long-term commitment by S&B to quality and service. S&B urges consumers to exercise caution when purchasing S&B products from unauthorized dealers. S&B does not provide warranty service for S&B products purchased from unauthorized dealers. S&B strives to support victims of counterfeiting, but we cannot refund money spent on unlawful or counterfeit goods or provide services for such goods, nor do we assist in resolving disputes.

### **X. Legal Information**

This product warranty does not limit the customer's statutory or contractual rights (including rights for defects) arising from the purchase from S&B or an authorized dealer. Should individual provisions of this product warranty or the entire warranty become unenforceable due to legal changes in the customer's market, S&B reserves the right to refuse or shorten the S&B warranty. This product warranty is governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Mandatory statutory provisions, particularly those of the country of the customer's primary residence as a consumer, remain unaffected.

### **XI. Precedence of the German Warranty Terms**

These warranty terms are provided on our website in several languages. We expressly point out that only the German text is authoritative for all legal purposes. Please note the precedence of the German text, particularly in the event of discrepancies between the different language versions or in any other cases of doubt.