

PRODUCT WARRANTY

STORZ & BICKEL GmbH guarantees end customers (hereinafter referred to as “Customer”) in accordance with the following provisions that the product (MIGHTY+ MEDIC, VOLCANO MEDIC 2) that has been delivered to the customer is free from defects in material, of manufacturing or construction faults within the time period of three (3) years from the date of delivery (warranty period). STORZ & BICKEL GmbH shall remedy any defect or fault claimed under the aforementioned warranty at its sole discretion and own cost by repair, replacement with new or refurbished individual parts or delivery of a defect-free product of the same kind and type. The warranty does not include parts that are particularly affected by wear and tear, such as in particular Batteries, Balloons, Cooling Units, Charging Cables and Adapters, Filling Chamber (VOLCANO), Tube, Screens, Dosing Capsule and accessories included with the products, e.g., Herb Mill, Filling Aid, Brush, etc. Any other customer claims against STORZ & BICKEL GmbH, especially for compensation are excluded. However, the contractual or statutory rights of the customer against STORZ & BICKEL GmbH under this purchase agreement shall not be affected by this warranty. Accordingly, regardless of this warranty, STORZ & BICKEL GmbH is 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.

Claims under this warranty can only be asserted if

- the product is not damaged and does not show signs of wear and tear that was caused by use deviating from the normal intended purpose and specifications of STORZ & BICKEL GmbH (according to the Instructions for Use),
 - the product does not show signs of repairs or other interventions that were caused by third parties not authorized by STORZ & BICKEL GmbH,
 - only accessories authorized by STORZ & BICKEL GmbH have been installed in the product and
 - the serial number has not been removed or made unrecognizable.
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Claims under this warranty can only be asserted if the customer registers the product within one year as of the delivery at www.vapormed.com/registration. Warranty claims shall be voided if the product has not been registered within one year.

Warranty claims must be asserted against STORZ & BICKEL GmbH by presenting the original invoice, showing the purchase date, within the term of exclusion of two months after the warranty case occurred or in the case of defects/faults that were not immediately detectable, within two months after their detection. STORZ & BICKEL GmbH shall assume the costs for sending and returning the product. Any customs duties and public charges must be paid by the customer.

STORZ & BICKEL GmbH is entitled to charge a service fee of € 70.00 if warranty claims are asserted and it is found during the product check by STORZ & BICKEL GmbH or the authorized Customer Service that there was no fault or defect or that no warranty claim is valid due to one of the aforementioned reasons. This shall not apply if the customer was unable to detect that a warranty claim was unjustified.

This warranty shall also apply to the aforementioned extent and under the aforementioned prerequisites (including product registration and presenting the original invoice or product registration and presenting proof of purchase in the case of resale) for any subsequent future owners who are residing in the area of validity, if they register the product. If the product has already been registered, new registration by a subsequent future owner is not possible in the case of a resale, thus voiding any possible claim under the warranty.

This warranty is subject to the laws of the Federal Republic of Germany, 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 customer's main residence as a consumer, shall remain unaffected.