

**Storz & Bickel GmbH ("S&B")**  
**LIMITED WARRANTY (the "Limited Warranty")**

# LIMITED WARRANTY

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## **I. How Long Does the Limited Warranty Last?**

S&B Products purchased through [www.vapormed.com](http://www.vapormed.com) directly or an authorized dealer come with a two (2) year limited warranty from the date of purchase by the original purchaser. For customers located in California who purchase on [www.vapormed.com](http://www.vapormed.com), the S&B Limited Warranty starts from the date of delivery to the original purchaser.

## **II. What do I need to do to be eligible for the Limited Warranty?**

This Limited Warranty is available to all S&B product purchasers under the conditions set forth below. Other than for the MIGHTY MEDIC, if a customer registers the purchased S&B Product at [www.vapormed.com/registration](http://www.vapormed.com/registration) within one year as of its delivery, S&B will grant an additional year of warranty.

## **III. What Does the Limited Warranty Cover?**

S&B only warrants the MIGHTY+ MEDIC and VOLCANO MEDIC 2 ("S&B Products") against defects in materials and workmanship under Normal Use (as defined below) for 2 years from date of retail purchase directly from [www.vapormed.com](http://www.vapormed.com) (or from the date of delivery for customers located in California), or purchase from an authorized retailer (please consult our website).

## **IV. What is Normal Use Under this Limited Warranty?**

"Normal Use" means ordinary consumer use of the product under specific conditions set forth by the manufacturer and in accordance with the "Instructions for Use" included with a particular S&B Product. Commercial use of the S&B Product shall not be considered Normal Use and shall void its warranty.

## **V. What Does this Limited Warranty Not Cover?**

This Limited Warranty does not cover the commercial use of the product, damage due to misuse, improper maintenance or storage, normal wear and tear, refurbished products or unauthorized repairs of the product.

Furthermore, the Limited Warranty will not cover any other products other than the S&B Products and will not cover any accessories or attachments or components, including but not limited to Batteries, Balloons, Cooling Units, Charging Cables and Adapters, Filling Chamber (VOLCANO), Tube, Screens, Dosing Capsule and accessories included with such S&B Products, e.g., Herb Mill, Filling Aid, Brush; Damage caused by accident, abuse, misuse, flood, fire, earthquake, or other external causes; Damage caused by the S&B Product being exposed to or coming in contact with moisture (e.g. liquids, water, rain, extreme humidity, unusually heavy perspiration or other moisture), or extreme thermal or environmental conditions (e.g. sand, food, dirt or similar substances); Damage caused by operating the S&B Product outside the permitted or intended use as described in the S&B Product documentation; Damage caused by concentrates, the concentrate adapter, or waxes; A S&B Product or part that has been modified to alter functionality or capability; Damage to the S&B Product (1) attributable to accessories or attachments not authorized or recommended by S&B or (2) attributable to accessories or attachments authorized or recommended by S&B usage thereof was outside of normal or recommended use; Cosmetic damage occurring through wear and tear, including but not limited to scratches, dents, and broken pieces; Any S&B Product where the serial number has been tampered

with, erased or obscured or is not genuine; or neglecting to adhere to cleaning instructions. In addition, opening, disassembling or tampering with your S&B Product in any way will void this Limited Warranty.

**Exceptions.** S&B accessories purchased in the EU such as Batteries, Balloons, Cooling Units, Charging Cables and Adapters, Filling Chamber (VOLCANO), Tube, Screens, Dosing Capsule and accessories included with the S&B Products, e.g., Herb Mill, Filling Aid, Brush, are covered by this Limited Warranty against defects in materials and workmanship for two (2) years from the date of purchase.

This Limited Warranty does not apply to products purchased through any unauthorized reseller, including but not limited to eBay, Amazon, Facebook Marketplace, Craigslist, MercadoLibre, Allegro, AliExpress, Tokopedia or others.

Please consult our website for a list of authorized retailers. We will not honor warranty claims for S&B Products purchased from unauthorized resellers.

**For S&B Products with batteries:** Normal battery degradation (>350 charging cycles and >80% capacity) is not covered by the guarantee.

## **VI. What Will S&B Do?**

If a valid claim under this Limited Warranty is received within the warranty period, S&B shall remedy any defect or fault claimed under the aforementioned warranty, at its discretion and covering costs of repair, labor, and/or replacement with new or refurbished individual parts, or delivery of a defect-free 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 STATED HEREIN, S&B MAKES NO OTHER EXPRESS WARRANTY.**

## **VII. How Do You Get Service?**

To obtain service under this Limited Warranty, the original purchaser must do the following:

- 1) Review this Limited Warranty to confirm that the S&B Product is warranted hereunder;
- 2) Confirm that the product is not damaged or shows signs of wear and tear that were caused by deviations from its Normal Use and/or product specifications;
- 3) Confirm the product has not been repaired or other intervened with by any third parties not authorized by S&B;
- 4) Confirm that only S&B-authorized accessories have been installed in/on the product; and
- 5) Confirm that the product serial number has not been altered, removed or made unrecognizable.

Warranty claims must be asserted against S&B 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. Please retain your purchase receipt or other evidence of purchase for your records. It is recommended soon after purchase and prior to submitting a request for warranty support and for your convenience, you register the date of retail purchase and S&B Product serial number as both are needed to establish the start/end dates of the Limited Warranty. If no date of purchase is registered or no record of the purchase date is provided by you or otherwise available to S&B at the time warranty service is requested, the warranty start/end dates will be determined by date of S&B Product manufacture using the S&B Product serial number. Contact customer service at [www.vapormed.com/initiate-rma](http://www.vapormed.com/initiate-rma) to arrange warranty service by submitting a support request, including as many details as possible of the problem experienced to ensure prompt service.

If the returned product is found to be free from defects or the issue is determined to be unrelated to the product's manufacturing or materials, a service fee of €/\$ 70.00 will be charged for the inspection

and return shipping. 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.

### **VIII. Additional Information**

S&B may request additional details about the S&B Product, including pictures or videos and attempt to troubleshoot common issues before approving warranty service. To verify whether you are eligible to make a warranty claim, S&B may request that you ship the product directly to us, at our cost, for inspection. All S&B Products approved for warranty service must be returned to S&B before a replacement S&B Product will be provided. S&B shall assume the costs for sending and returning the product. Any customs duties and public charges must be paid by the customer. S&B strongly encourages you to send returns with a tracking number or delivery confirmation number. S&B is not responsible for lost or damaged returns sent by you. The cost of return shipping to you for S&B Products not covered by this Limited Warranty shall be your responsibility, and S&B may require pre-payment of shipping charges before we return such S&B Products. Original purchasers returning S&B Products for repair or replacement will be subject to age-verification. S&B will only honor this Limited Warranty from original purchasers of legal age to purchase the S&B Product.

### **IX. Can I Return My S&B Product For a Refund?**

Refunds are only available for new and unused S&B Products purchased directly on [www.vapormed.com](http://www.vapormed.com) and must be returned directly to S&B within fourteen (14) days of receipt. If the tamper proof seal is broken, a refund cannot be honored. S&B Products purchased through an authorized retailer will not be refunded by S&B and in such cases, any refunds must be obtained from the authorized retailer from whom you purchased the S&B Product and will be subject to the retailer's policy on refunds.

Any engraved or customized S&B Products are not eligible for return or refund. All sales of engraved or customized S&B Products are final.

### **What is the Scope of S&B's and Your Rights and Responsibilities?**

In no event shall S&B be liable for monetary damages or other losses arising from any S&B Product defect or failure, including, but not limited to, for any loss of use, time or for any inconvenience or for any incidental or consequential damages. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. Some countries, states and/or provinces do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from country to country, state to state and province to province. S&B is not responsible for and will not be bound by any additional warranties provided by retailers and does not authorize any other person to make or assume any obligation or liability in connection with any of its S&B Products.

### **X. Counterfeiting**

The fight against unauthorized and counterfeit S&B Products is a long-term commitment to quality and service by S&B. S&B advises consumers to be cautious when purchasing S&B Products from unauthorized resellers. S&B does not provide warranty service for S&B Products purchased from unauthorized resellers. While S&B would like to help the victims of counterfeiting, we are not able to reimburse money used to purchase infringing or counterfeit goods, provide service to such goods nor do we assist with the resolution of disputes.

### **XI. Legal Information**

This warranty does not limit the customer's statutory or contractual free-of-charge rights (including those due to defects) arising from the purchase from S&B or an authorized reseller.

Should individual provisions of this warranty terms or the entire manufacturer's warranty become unenforceable due to regulatory changes in the customer's market, S&B reserves the right to decline the extension of the warranty.

This Limited 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.