

General Terms and Conditions

§ 1 Applicability

The present General Terms and Conditions shall apply to all sales, deliveries and business relations between VAPOR Enterprises Peter Hausdorf (in the following referred to as VAPOR Enterprises), and its customers, as defined at the time of conclusion of the contract. With placing an order, the customer accepts the General Terms and Conditions. We are authorized to change the General Terms and Conditions at any time effective for future business.

These General Terms and Conditions shall apply exclusively. Conflicting conditions of the customer or conditions differing from those indicated in our General Terms and Conditions cannot be accepted, unless approved of in individual cases by VAPOR Enterprises in writing.

§ 2 Right of return

Returns accepted if goods are returned undamaged, have the original packaging, unused and in a fully resaleable condition within seven days of receipt. Beyond the deadline we will not accept.

Please contact us before returning the item and include your name, item reference and reason for return.

Damage on arrival (DOA): All claims for damage on arrival must be arrived within 7 days. Beyond the deadline we will not accept.

Postage and Package handling charges is non-refundable. Buyer is responsible for shipping and handling, insurance costs related to returning the item.

A fee according to the item will be charged for restocking.

Please kindly read all the terms, description and return policy carefully. If you do not agree to follow our terms and policy, please kindly do not buy our item.

Always send returns to:

VAPOR Enterprises Peter Hausdorf
Rittersbacher Str. 37
D-74834 Elztal-Auerbach
Germany
Phone/fax: 0049 (0) 6261 8464583, e-mail info@vapor-enterprises.de

§ 3 Warranty

Warranty is granted according to the German laws and the following regulations:

It is the private customer's responsibility to check the goods at the time of delivery for transport damages and other obvious damages. In case of damages he must notify VAPOR Enterprises and the deliverer immediately within 7 days. If he doesn't do that, he will have no right or claim for these transport damages and other obvious damages. VAPOR Enterprises is not responsible for damages due to faulty storage, handling or use of the goods by the customer. Regular wear and tear also is not covered.

If you are an enterpriser you are required to check the delivered goods upon receipt and notify us of any damages or defects immediately within 7 days. Otherwise the delivered goods are considered to be accepted by the customer.

In case of defects or damages we are entitled to repair or additional delivery. In case a two-time repair is not successful or the additionally delivered goods are faulty as well, the customer is entitled to a reduction of the sale price or return of the goods with full refund of the sales price.

In case VAPOR Enterprises accepts the return of the goods for reasons of fair-dealing the goods must be returned in their original state, including the original invoice. In this case, the customer is liable for the return charges.

§ 4 Product Warranty

There is a two-year warranty on all our products starting with the invoice date. Within this period, all manufacturing or material defects are replaced or repaired free of charge. The warranty does not cover goods where defects or damages are due to unauthorized modification or attempted repair. Wear and tear parts are not covered. Damages caused by the customer are not covered. Annulment, change of or withdrawal from the contract is not possible.

The goods are only covered by the warranty if they are returned undamaged and complete, including the original invoice. The goods must be returned to:

VAPOR Enterprises Peter Hausdorf
Rittersbacher Str. 37
D-74834 Elztal-Auerbach
Germany

§ 5 Conclusion of Contract

Orders can be made in writing, per e-mail or per fax. All orders will be confirmed in writing by VAPOR Enterprises, which one you please keep for yourself accessibly well.

§ 6 Reporting Requirements

Upon order the customer is obligated to supply VAPOR Enterprises with true and correct information. In case of any data change the customer is obligated to notify VAPOR Enterprises immediately. VAPOR Enterprises can withdraw from the contract if the customer fails to give such information or gives false data. In case an e-mail is returned three times or delivery of the goods is not possible due to a

wrong address, VAPOR Enterprises assumes that the information given by the customer is incorrect.

§ 7 Terms of payment

All prices are final prices in EURO including the applicable Value Added Tax. Shipment and insurance are not included. Payment is made by cash in advance, credit card, with PayPal or Moneybookers. Your credit card will be charged to the amount invoiced at available goods in height according to the order confirmation. The amount to be paid is shown on your credit card billing under "VAPOR-enterprises.de /+496261-15778".

Customers outside Germany: Please note that customers from countries outside the European Union do not have to pay the Value Added Tax, if possible. Customers from countries within the European Union must pay the Value Added Tax applicable in Germany. Exemption from paying the Value Added Tax is only possible if the customer (enterpriser) states his Value Added Tax Identification Number for transactions within the European Union. In this case the applicable regulations correspond to the ones for customers from countries outside the European Union.

In case of a delay in payment we reserve the right to charge a default interest 5% above the base rate of the Deutsche Bundesbank, even if no or little financial damage was incurred. We are also authorized to stop all deliveries including those from other contracts. We are not liable for any losses or damages due to non-delivery.

§ 8 Customs and Import Taxes

On delivery to countries outside the European Union their authorities may charge import or customs taxes. The customer is liable for these expenses.

§ 9 Delivery

Your order will be processed immediately after receipt and confirmed. We will turn over the goods then to the deliverer after receiving the amount invoiced. Delivery is made to the address stated by the customer. If the product should not be available or only a partial delivery possibly, then you will be immediately informed by us about a new delivery date.

VAPOR Enterprises is not liable for breach of contract due to reasons beyond its control, such as non-delivery of the suppliers of VAPOR Enterprises, natural disasters or mandatory regulations. Delivery commitments will then be extended. In case of a delay in delivery exceeding two months both parties are authorized to cancel the contract without observance of the cancellation period. Any claim for damages is void.

§ 10 Reservation of ownership

Until complete payment of all claims against the customer the delivered goods shall remain the property of VAPOR Enterprises.

If you are an enterpriser, the following additional regulations apply: You may resell the goods according to the contract. At the time of resale, however, you transfer all claims to your customer to us. We accept this transfer. You must inform us in writing of access of a third party to the goods immediately. Additionally, you must inform that third party of our rights. If you are late on payment, stop payment or if you are subject to insolvency proceedings the goods are no longer at your disposal. In such cases we are authorized to withdraw from the contract, to repossess the goods and revoke your right to collect payments from the resale. We are also authorized to demand information about the recipient of the goods and inform the recipient of the subrogation. We are authorized to collect the charges from the third party.

§ 11 Choice of law / Court of jurisdiction

These general terms and conditions are governed by the laws of the Federal Republic of Germany. Other national laws, also the standard international purchasing laws (EKA, EKAG, in the version dated 17.07.1973, UN-purchase laws dated 11.04.1988 respectively) are hereby excluded. If the contracting party is an enterpriser, the place of jurisdiction for all business disputes is Mosbach. We are also authorized to opt for the customer's court of jurisdiction.

§ 12 Privacy

Your personal information is subject to electronic data processing. All personal information of our customers will be treated confidentially and only used for the order handling and for dispatch purposes. This information will not be stored and processed to such extent as permitted by the customer and in strict observance of relevant rules and regulations, such as the Federal Data Protection Act or the Information and Communication Service Act. Your personal data will be transmitted encoded (SSL encoding) via the Internet.

§ 13 Disclaimer

Our products are no drug Paraphernalia and may only be used for the purpose indicated! We are not liable for illegal or improper use.