

## Terms and Conditions

### First General Provisions

1.1. For all business relations between the Internet-shop "www.edampf-shop.com", and the buyer, the following general terms and conditions applicable at the time the order is placed by the buyer.

1.2. Different conditions of the Purchaser shall apply only insofar as we have them agreed in writing. Verbal agreements are not taken.

### 2. Formation of Contract

The purchase comes with eDampf shop GmbH & Co. KG.

2.1 Subject of the contract is the sale of goods. Our product images on the Internet are not binding and no binding offer to conclude a contract.

2.2 You may submit a binding offer to purchase (order) via the online shopping cart system. The purchasing goods intended to be placed in the "basket". Use the appropriate button in the navigation bar, you can call the "shopping cart" and then make changes at any time. After calling the site "Checkout" and entering the personal information and the payment and shipping terms, all order data are finally again displayed on the order summary page. Before submitting the order, you have the possibility here to check all the details again to change, (also using the "back" of the Internet browser) or cancel the purchase. By sending the order via the "Payment Paid Order" enter a binding offer from us. You will get an automatic e-mail on receipt of your order, which does not lead to the conclusion of the contract.

2.3 Acceptance of the offer (and therefore the contract) shall be made within 5 days of confirmation in writing (eg e-mail), in which you carry out the order or delivery is confirmed the product (order confirmation) or within this period by delivering the goods, If you have not received a corresponding message, you are no longer bound to your order. Optionally already rendered will be returned immediately in this case.

2.4 If the performance is no fault deterministic as unavailable, the consumer will be informed immediately and refund any monies paid already.

2.5 Orders with advance instruction for which no payment is received within one month will be automatically discarded after the deadline. A separate communication will not occur.

2.6 Your requests for the creation of an offer are binding on you. We submit this a binding offer in writing (eg. As email), which you can accept it within 7 days.

2.7 The completion of the order and the transfer of all information necessary in connection with the final contract is partially automated email. They have, therefore, ensure that you stored in your e-mail address is correct, the receiving of emails is technically assured and especially not inhibited by SPAM filters.

### 3. Prices and Payment

3.1. Delivery is based on list prices at the time of the order. Our prices include VAT

and are currently applicable to shipping. The minimum order value is € 4.90 per order.

3.2. Our invoices are payable in full immediately due and without deduction. 3.3. Off rights of the customer exists only if its set-off claim was legally established or undisputed. 4th Delivery

4.1 If we are in default of delivery, then our liability for damages in the event of slight negligence is limited to the typical foreseeable damage. Any further claims for damages only if the delay is due to intent or gross negligence, including a representative or agent, is based.

4.2. Delays which are not caused by us, such as force majeure or legal or official orders (such as import or export restrictions), extend the delivery period corresponding to the duration or effects of such impediments, we notify the customer immediately in important cases.

4.3. Partial deliveries are permissible if they are reasonable for the customer.

fifth Retention of title

5.1 The goods remain until full payment of our property.

5.2 Prior to the transfer of ownership a pledge, transfer, processing or transformation is not permitted without our express permission.

6 Warranty

(1) The warranty period is two years. For transactions in which a consumer is not involved or the sale of used goods, the warranty period is one year.

(2) If the goods are defective, the customer has the right to demand subsequent performance after his election to remedy the defect or deliver a defect-free product. EDampf the shop can refuse to customer selected type of performance irrespective of § 275 paragraph 2 and 3 of the Civil Code, if it is only at disproportionate cost. In particular, the value of the property in proper condition, the significance of the defect and the question must be considered whether use could be made without substantial detriment to the buyer on the other type of remedy. The claim shall be limited in this case to the other type of remedy that the law eDampf shop, even to deny this under the conditions of Theorem 1 remains unaffected.

(3) the purchase for both parties for a transaction, the customer must inspect the goods immediately upon delivery, if this is feasible after proper course of business. If a defect is found, he has given us this immediately. If the customer fails to report, then the goods are deemed approved unless it is a defect that the investigation was not discernible. If such a defect is discovered later, the announcement must be made immediately after the discovery, otherwise the goods shall be in accordance of this defect. These provisions do not apply if the defect was fraudulently concealed. To preserve the rights of the customer is sufficient to send the display.

(4) If the eDampf shop purpose of repair a defect-free, it may ask the customer to return the defective item in accordance with §§ 346 to 348 BGB.

(5) Damage caused by improper or contractual treatment of customers during installation, connection, operation or storage, no claim against the eDampf shop. The inadequacy and lack of determined in particular by the manufacturer of the goods delivered.

(6) All of the eDampf-Shop GmbH & Co. KG offered for sale "Disposables / hygiene products" (all vaporizer, Atomizer, Clearomizer, Cartomizer, self-winding evaporators, tanks, vaults, etc.) are supplied with DOA warranty. As part of the agreement, the DOA guarantee correct operation of the disposable products upon receipt by the buyer is guaranteed. Unless you bought a disposable product is not reported within the first 48 hours of receipt by the buyer, more extensive warranty claims are excluded by the buyer.

(7) top off fluids (liquids and flavors) are hygienic reasons generally excluded from any warranty, withdrawal and cancellation.

(8) For sealed / shrink-wrapped disposable / hygiene items, such as all evaporator, mouthpieces, tanks, vaults, etc. eliminates the warranty / withdrawal entirely, in the moment when the customer opens seal / packaging or damaged.

(9) All of the eDampf shop offered for sale batteries, as well as the entire charging electronics are subject to wear. The buyer gets to wear parts are warranted for 6 month from the date of receiving the goods.

6.1. In commercial transactions, primarily § 377 HGB.

6.2. The limitation period for warranty claims of customers for used items 1 year. With regard to companies, the limitation period for new goods and 1 year.

6.3. For defects and damages arising from inappropriate or improper use, failure to follow operating instructions or improper or negligent treatment, no warranty claims against us explain.

## 7. Liability

7.1. We are liable in cases of intent or gross negligence on our part or a representative or agent and for injury to life, limb or health, according to legal regulations. Moreover, a liability exists only for the culpable breach of contract. The claim for damages for culpable violation of essential contractual obligations is limited to the typical foreseeable damage if not also another listed in p 1 or 2 cases is given.

7.2. The provisions of the preceding paragraph 1 shall apply to all claims for damages (in particular for damages in addition to performance and compensation instead of service), irrespective of the legal reason, in particular due to defects, breach of duties in connection with the contract or in tort. They also apply to the claim for reimbursement of expenses.

7.3 A change in the burden of proof to the detriment of the buyer is not with the above provisions.

## 8. Youth Protection

8.1 When selling merchandise that falls under the provisions of the Youth Protection Act, we only enter into contractual relationships with customers, who have reached the legal age (age of majority).

8.2 assure with submitting your order, to be at least 18 years old and that your details regarding your name and address are correct. They are obliged to take care that only you or by you to accept delivery authorized adult persons take delivery of the goods. We direct the logistics service provider responsible for delivery, to hand over the product only to persons over 18 years and in case of doubt the identity card, the to have the goods, show in receiving the person taking age verification.

8.3 If not cause major persons orders, we revoke the contract hereby already gem precaution. § 109 BGB. The ordering for under false minors custody or authorized representatives of adult persons liable to us in accordance with the legal requirements for all damages arising from the purchase orders made under false pretenses.

## 9. Jurisdiction

9.1. The legal relationship between the parties by German law without reference rules of private international law to the exclusion of the CISG.

9.2. However, where the customer is a trader, a legal entity under public law or a public law special fund jurisdiction for all disputes arising from an existing contractual relationship, Lünen, Germany.

### **Right of withdrawal**

(Consumer is any natural person who enters into a transaction for a purpose that can be attributed neither commercial nor their independent vocational activity)

### **Withdrawal**

You have the right to cancel within fourteen days without giving any reason this contract.

The withdrawal period is fourteen days from the date on which you have taken, or a representative of your third party who is not the carrier, possession of the goods or has.

To exercise your right of cancellation, you must contact us (eDampf-Shop GmbH & Co. KG, Münsterstraße k 1, D- 44534 Lünen, info@edampf-shop.com Tel.: +49 2306-9814040 Fax: 02306-9814042) by means of a clear explanation ( For example, a consigned by post mail, fax or email) of your decision to withdraw from this contract, inform. You can sure use the attached model withdrawal form which is not mandatory, however.

You can fill out and submit the model withdrawal form or any other unequivocal

statement on our website <http://www.edampf-shop.com/en/shop/important-customer-information/> electronically. Make use of this opportunity, we will forward to you immediately (eg by e-mail) confirmation of the receipt of such a withdrawal.

In order to observe the revocation period it is sufficient for you to send the message about the right of withdrawal before the withdrawal deadline.

### **The right does not apply to distance contracts**

- the supply of goods that are not pre-made and the production of which an individual choice or decision by the consumer is important or which are clearly tailored to the personal needs of the consumer,
- the supply of goods that can spoil quickly or whose expiration date has passed quickly,
- for the supply of sealed goods which are unsuitable for reasons of health or hygiene to return when their unsealed after delivery,
- the supply of goods, if they were mixed after delivery due to their nature inseparably with other goods,
- for the supply of audio or video recordings or computer software in a sealed package, if the seal was removed after delivery,
- the supply of newspapers, periodicals or magazines with the exception of subscription contracts,
- the supply of alcoholic beverages, the price was agreed in the contract that can be delivered at the earliest 30 days after the conclusion of the contract, however, and the current value of fluctuations in the market depends on which the trader has no influence

### **Effects of withdrawal**

If you withdraw from this contract, we give you all the payments that we have received from you, including delivery costs (with the exception of the additional costs arising from the fact that you have chosen a type of delivery other than that offered by us expensive type of standard delivery have), and must be repaid immediately at the latest within fourteen days from the date on which the notice is received through your cancellation of this contract with us. For this repayment, we use the same method of payment that you used for the initial transaction, unless you explicitly agreed otherwise; in any case you will be charged fees for this repayment. We may withhold the reimbursement until we have received the goods back or until you have demonstrated that you have returned the goods, whichever is the earlier.

You have to return the goods promptly and in any event not later than fourteen days from the date on which you notify us of the cancellation of this contract to us or to pass. The deadline is met if you send back the goods before the period of fourteen days. You bear the direct cost of returning the goods.

You only need to pay for any diminished value of the goods, if the deterioration in value is due to a not necessary to ascertain the nature, characteristics and

functioning of the goods dealing with them.

## **End of cancellation policy**

### **Pattern withdrawal model**

(If you want to cancel the contract, please fill out this form and send it back.) At eDampf Shop GmbH & Co.KG, Münsterstraße. K 1, D-44534 Lünen, info@edampf-shop.com Fax: 02306-9814042:

Hereby give notice that (s) I / we (\*) from my / us (\*) concluded contract for the purchase of the following products (\*) / provision of the following services (\*)

Appointed on (\*) / received on (\*) Name of person / consumer (s) Address of person / consumer (s) Signature of / consumer (s)

date \_\_\_\_\_ (\*) Delete as applicable.

### **Please note:**

Please send the goods freight back to us. Please contact us by email or telephone to clarify 0049 2306-9814040 related to the return. Please avoid damage and contamination of the product. Send the goods if possible, return in original packaging with all accessories and with all packaging components to us. As far as you no longer have the original packaging, please take care to avoid damage in suitable packaging.

The above procedures are not a prerequisite for the effective exercise of the cancellation.

### **eDampf-Shop GmbH & Co. KG**

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info@edampf-shop.com

www.edampf-shop.com