

SALES TERMS

Elevape Smart Store Terms & Conditions

Your purchase of goods and services from Hunify Laboratories Limited (hereinafter referred to as Hunify Labs) via the Elevape Smart Store (the “Store”) constitutes your agreement to the Terms & Conditions of the Store, and to be bound by them and the privacy policy for the Elevape Smart (hereinafter referred to as ES) website. We reserve the right to change these Terms & Conditions at any time, so please review each time you make a purchase from the Store.

If you have any questions regarding these Terms & Conditions, you can email us at elevapesmart@hunifylabs.com.

Terms & Conditions:

The Store, and all content available on the Store, is provided on an “as-is” basis without warranties or conditions of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. All goods and services purchased via the Store are provided on an “as-is” basis unless otherwise noted in the packaging included with the goods and services.

You acknowledge, by your use of this Store, that your use of this Store is at your sole risk, that you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with your use of this Store, and that neither ES, nor Hunify Labs, nor any of their partners shall be liable for any damages of any kind related to your use of this Store.

All rights, title, and interest in and to the ES goods and services provided here are and will remain the exclusive property of ES and its licensors. They are protected by copyright, trademark, and other laws of both the United States and EU as well as foreign countries. Nothing in the Terms & Conditions gives you a right to use the Elevape Smart name or any of the Elevape Smart trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may

provide regarding ES, or ES' services, is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Additionally, when you order in our store, we collect and store your email address. From that point forward, your email address may be used by ES and its partners to send you product updates.

Subscribers can Opt Out by clicking the "Unsubscribe" link which is automatically added to the bottom of each promotion and totally automated.

Pricing and Availability:

All goods and services offered via the Store are subject to availability. Prices are subject to change without notice at any time.

Order Acceptance:

ES and Hunify Labs reserve the right to cancel or refuse any order for any reason at any time, including after an order has been submitted, whether or not the order has been confirmed. We may attempt to contact you if all or a portion of your order is canceled, or if additional information is needed to complete and accept your order.

Sales Tax:

Depending on the order, ES and Hunify Labs calculate and charge sales tax. Any sales tax charged will be indicated during the checkout process. Neither ES nor Hunify Labs have the ability to honor tax-exempt entities at the time of order. Tax-exempt entities can request a refund of sales tax paid on an order. For more information about sales tax or to request a refund of sales tax, you can email us at elevapesmart@hunifylabs.com.

Resale and Risk of Loss:

Purchases made via the Store are intended for end users only, and are not authorized for resale. Title and risk of loss for all products purchased from the Store pass to the purchaser at the time of delivery by ES or Hunify Labs to the freight carrier.

Shipping:

At this time we offer only one method of shipment to each location; additional methods will be offered to Customers at check-out if available at that given time.

Neither ES nor Hunify Labs are not responsible for lost or stolen packages or packages delayed by postal services, or for packages that have been denied or returned. In the event that a package is lost or stolen or you have given the wrong address, neither ES nor Hunify Labs are not liable for the contents of the package and are not obligated to give you a refund. Re-shipping and re-delivery fees are the responsibility of Customer.

Returns:

We believe that you will be delighted with your product but there may be occasions where you feel it necessary to return an item. We aim to keep the process as simple as possible and these terms do not affect your statutory rights.

We will try to attend to all returns as soon as practically possible.

Please note that product returns are not able to be accepted in person at our office address.

Products Generally

If you are unhappy with an item when you receive it or if you simply change your mind please return it to us within 7 days, with the despatch note, having taken reasonable care of it and with packaging and all components, and we will refund you the price you paid for that product.

We will make the refund directly to the credit/charge card/PayPal account used to place the original order within 30 days or earlier once we have inspected the returned item.

You will only have to pay for the return postage of the products to ES or Hunify Labs (as applicable).

NOTE: This general returns policy shall not apply to (i) any accessories sold on the Store where the packaging of that accessory has been opened; (ii) any product which have been used with herbs; or (iii) any product (or related accessory) sold on crowdfunding campaigns.

Faulty Damaged Products

We try to select and package the products as well as possible to ensure they arrive in good condition. However, if a product arrives damaged or with defects, or is not what you ordered (due to an error or omission on our part), we will replace it free of charge or provide a full refund as appropriate, if you return the product to us within 30 days of receipt.

In these circumstances, or where your product is deemed to be defective under our Limited Warranty, we will also pay you the cost of the return postage. Otherwise, you are responsible for the costs of shipping the product back to ES or Hunify Labs (as applicable).

Please obtain a proof of posting certificate from your post office to enable us to process the refund for your return postage costs.

This does not affect your statutory rights.

Process for Returning Products

Please email elevapesmart@hunifylabs.com to inform us of your wish to return products. Please ensure you quote your serial number of your device.

We will allocate a Returns Code which must be included on the label of the package in order to process your return.

We may also advise you how to send the item back to us.

Please fill out the RMA form according to your experience and claims.

You will be responsible for the returned products until they reach us.

European Distance Selling Regulations (DSRs)

By law, consumers in the European Union have the right to cancel a contract for the purchase of an item within 14 days of the day after receipt of the order. In some European countries it is in fact a shorter period, but a 14-day returns period will be required when changes to the DSRs come into effect in 2014.

If you wish to cancel your order under the DSRs we ask you to please notify our Customer Service team quoting your name and order number by email at elevapesmart@hunifylabs.com, and stating that this is a return under the DSRs.

We will then arrange for you to be refunded accordingly to this returns policy (see above).