

# Warranty

## **ELEVAPE SMART VAPORIZER AND ACCESSORIES**

This limited warranty applies to the Elevape Smart Vaporizer only. This limited warranty does not apply to any other Elevape Smart Store items, including, but not limited to, replacement screens, coils, tools and other accessories.

This Limited Warranty shall only apply to purchases made by Customers in North America, Europe and the Asia-Pacific region, unless otherwise stated by us.

Hunify Laboratories Limited ("Hunify Labs" also referred as "Elevape Smart") warrants to the original consumer purchaser that Elevape Smart Vaporizer Product shall be free from material defects in material and workmanship for a period of two (2) year from the original date of purchase for (the "Warranty Period"). The battery and coil are warranted for one (1) year from original purchase.

## **SOLE REMEDY OF REPAIR OR REPLACEMENT**

If the product is determined to be materially defective during the Warranty Period, your sole remedy and Hunify Laboratories Limited sole and exclusive liability under this warranty shall be limited to the repair or replacement of the product with a new or refurbished product at Elevape Smart's option. For purpose of this Limited Product Warranty and Liability, "refurbished" means a product that has been returned to its original specifications. Claims other than the right to correction of faults in the Product named in this Limited Warranty are not covered by our Limited Warranty.

## **NON-EXTENSION OF WARRANTY**

In the event that Elevape Smart repairs or replaces your product under warranty, the repair or replacement will remain covered by this warranty for the remainder of the Warranty Period or, where the Warranty Period has expired, for thirty (30) days from the date that the product is returned to you. The warranty term for the Product is not extended or recommenced as a consequence of work performed by us under this Limited Warranty.

## CLAIM CONDITIONS

All warranty claims are subject to Elevape Smart's: (i) receipt of notice of a defect within the warranty period; (ii) verification of the existence of the defect in the product; and (iii) receipt of valid proof of the purchase date.

## INELIGIBLE PRODUCTS

This warranty is void and will not apply if the product is:

- Used with other products or items (including filters, screens and coils) that are not compatible with the product.
- Modified, altered, power module opened, or otherwise tampered with;
- Damaged by improper service and/or attempted service by a party other than Elevape Smart;
- Damaged by accident, unreasonable use, neglect, abuse, misuse, careless handling, overburdening, improper maintenance, or other reasons unrelated to defective materials or workmanship;
- Immersed in water or otherwise exposed to moisture;
- Immersed to longer time direct solar radiation or high temperature;
- Damaged such that the serial number is altered, defaced or removed;
- Used in a manner for which it is not designed, including, but not limited to, handling, storage, installation, testing, or use not in accordance with the operating instructions;
- Used with products not sold or licensed by Elevape Smart, including, but not limited to, accessories, adaptors, and power supply devices;
- Purchased from an unauthorized dealer or distributor;
- Purchased second hand or from an unauthorized reseller; or
- Used for commercial purposes (including rentals).

Each of the above will cause the Product to be an "Ineligible Product".

Elevape Smart will have no warranty obligation with respect to non-Elevape Smart products (even if packaged or sold with a Product) or the following (collectively, "Ineligible Products"):

- Product that has no defects in materials or workmanship;
- Parts subject to wear and tear due to normal use or natural wear and tear, as well as Product defects caused by wear and tear due to normal use or natural wear and tear;
- Products with defects that are not reproducible by Elevape Smart;
- Minor reductions in desired quality that do not substantially change the value and usability of the Product;
- Products marked as "sample" or sold "AS IS"; or

- Damage cause by any Acts of God, including fire, flood, tornado, earthquake, hurricane, excessive snow, lightning, riot, insurrection, act of war or other disaster.

Elevape Smart will have no warranty obligations with respect to a returned Product if it determines, in its reasonable discretion after analysis of the returned Product, that the Product is an Ineligible Product.

Please note that Products that have been returned to us, and which have visibly been opened or disassembled (other than as a result of direct instruction by Elevape Smart customer service personnel), are not covered by this warranty and will not be repaired or returned to the user.

### **RETURN SHIPPING COSTS**

Elevape Smart will bear all costs of return shipping to Customer, except with respect to any Ineligible Product, for which Customer will bear all shipping costs. Invalid warranty claims may be repairable, in which case you may be offered an estimate of the cost involved.

### **NON-ELEVEPE SMART ACCESSORIES**

Elevape Smart is unable to warrant the quality, safety or output relating to any filament that is not supplied or approved by Elevape Smart.

### **CONTACTING US**

Email [elevapesmart@hunifylabs.com](mailto:elevapesmart@hunifylabs.com) to contact the Elevape Smart Consumer Service Personnel about warranty issues. Before returning a product to Elevape Smart, notify the Elevape Smart Consumer Service Personnel. If the service representative is unable to solve your problem, you will be provided with instructions as to how to have the product repaired or replaced. If Elevape Smart believes that there may be a valid warranty claim and confirms the original date of purchase for the product, Elevape Smart will provide you instructions for returning the product.

### **MODIFICATIONS TO YOUR PRODUCTS BY US**

You understand and acknowledge that in the event that you return your product for repair, it may become necessary for Elevape Smart to provide certain services to your Product to ensure it is functioning properly. Such services may include the installation of the latest firmware updates and changes of components. You acknowledge and agree that some services could change your current control settings or cause some changes to functionality.

#### **DISCLAIMER OF STATUTORY WARRANTIES AND CONDITIONS**

EXCEPT TO THE EXTENT SET FORTH ABOVE IN THIS LIMITED WARRANTY, THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ELEVAPE SMART DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS. ELEVAPE SMART LIMITS ALL IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS TO THE WARRANTY PERIOD, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, QUIET ENJOYMENT, AND ACCURACY. ELEVAPE SMART DOES NOT WARRANT THAT OPERATION OF THE PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED. HOWEVER, IF SUCH WARRANTIES ARE REQUIRED AS A MATTER OF LAW, THEN THEY ARE LIMITED IN DURATION TO THE WARRANTY PERIOD AS PRESCRIBED BY LOCAL LAW.

#### **LIMITATION OF LIABILITY**

YOUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH OR DAMAGE ARISING FROM THE USE OF THE PRODUCT OR REPAIR OF THE PRODUCT AND ELEVAPE SMART'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY AND THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT.

IN NO EVENT WILL ELEVAPE SMART BE LIABLE FOR ANY INJURY, ANY LOSS OF PROFIT, OR ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER SUCH DAMAGES ARE DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL AND ARISING UNDER ANY THEORY OF LAW, RELATING TO THIS WARRANTY OR YOUR USE OF, OR THE INABILITY TO USE, THE PRODUCT, EVEN IF ELEVAPE SMART KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

USER SHALL DETERMINE THE SUITABILITY OF THE PRODUCT FOR HIS OR HER INTENDED USE AND THE USER ASSUMES ALL RISKS AND LIABILITY WHATSOEVER IN CONNECTION THEREWITH.

#### **MODIFICATION OF WARRANTY UNDER APPLICABLE LOCAL LAW**

SOME COUNTRIES AND/OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR EXCLUSIONS/LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY OR FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS LIMITED WARRANTY WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The warranty offered by Elevape Smart is the same whether or not you register your product.

#### **ELEVAPE SMART ACCESSORIES**

If you are unhappy with your Elevape Smart accessories (not including the battery, which is covered by the Limited Product Warranty) when you receive it/them or if you simply change your mind please return the items to us within 7 days, with the despatch note, having taken reasonable care of the items and with packaging and all components, and we will refund you the price you paid for that product. You will only have to pay for the return postage of the products to us.

Please note that this does not apply to any packs or accessories where the packaging of that pack or accessory has been opened by you. Email [elevapesmart@hunifylabs.com](mailto:elevapesmart@hunifylabs.com) all claims and product return instructions.