

VAPTR ROLLR

Terms of Sale and Limited Product Warranty

Thank you for purchasing one or more products (each, referred to herein as the “Product”) made by or on behalf of VAPTR, LLC. In connection with your purchase of the Product, you agree unconditionally to the following terms:

Use of Product:

- You must only use the Product in a manner consistent with the instructions, safety and maintenance guidelines, and other information we provide to you. You must only use the Product for the purpose for which it is intended and advertised. You must require all users of the Product to comply with these terms.

Shipping:

- We will arrange to ship the Product to you, based on the delivery option you have selected (if applicable). You will pay all shipping and handling charges specified during the ordering process.
- Title and risk of loss pass to you upon our transfer of the Product to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

Returns and refunds:

- We offer a 60-day money-back satisfaction guarantee. If you are not satisfied with the Product, you may return it to us for a full refund, less shipping costs, provided that the item is shipped to us on or before the 60th day after we initially shipped the item to you, and that the item is returned in good working condition and in its original shipping packaging. Note that if the item is not in good working condition, we will accept the return only if the poor condition of the item is due to its own malfunction or breach of warranty and not due to your misuse of the item, intentional or negligent damage to the item, or similar cause. To arrange for a return under this 60-day satisfaction guarantee, please call our customer care team, who will arrange for shipping. You must retain the original shipping packaging in good condition until the 60-day window has passed. Your refund (less shipping costs) will be issued once we have received the Product and confirmed its condition meets the requirements set forth above. Title and risk of loss pass to us only upon our receipt of your return and confirmation that its condition meets the requirements set forth above.
- Except as set forth herein or otherwise expressly agreed by us in writing, Products are non-returnable and non-refundable.

Limited warranty:

- THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.
- THIS LIMITED WARRANTY CAN BE FOUND AT <https://www.vaptr.com/earlyadoptionwarranty> AND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCTS.
- We warrant to the initial purchaser of the Product (the “Buyer”) that for a period of 12 months from the date of shipment of the Product (“Warranty Period”), such Product will materially conform to the specifications published in the description of the Product on our

website as of the date of manufacture, and will be free from material defects in material and workmanship. This limited warranty does not cover normal wear and tear to any Product, including but not limited to any consumable materials (such as fabric) used as a component of or in connection with the Product.

- EXCEPT FOR THE WARRANTY SET FORTH IN THIS “LIMITED WARRANTY” SECTION, WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.
- From time to time we may re-sell items manufactured by a third party (“Third-Party Product”) either as stand-alone products or attached to, or packaged together with, the Product. Third-Party Products are not covered by the warranty set forth in this “Limited Warranty” section. WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (C) WARRANTY OF TITLE, OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.
- We will not be liable for a breach of the warranty set forth in this “Limited Warranty” section if the defect arises because Buyer failed to follow our instructions as to the storage, assembly, use, or maintenance of the Product, Buyer used the Product for a purpose other than the purpose for which we intended and advertised the Product, or Buyer alters or repairs the Product without our prior written consent.
- In the event of a warranty claim, Buyer must notify us in writing of the claim during the Warranty Period. Upon verification of the warranty claim, we will, at our discretion, either repair or replace the Product (or the defective part), or credit or refund the purchase price of the Product actually paid by Buyer (provided that Buyer returns the Product to us, at our expense, if requested). The remedies set forth in this paragraph shall be Buyer’s sole and exclusive remedy and our entire liability for any breach of the limited warranty set forth in this “Limited Warranty” section.

Limitation of Liability:

- IN NO EVENT SHALL WE BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO US FOR THE PRODUCT SOLD HEREUNDER.
- The limitation of liability set forth in this “Limitation of Liability” section shall not apply to (i) liability resulting from our gross negligence or willful misconduct and (ii) death or bodily

injury resulting from our acts or omissions.

Miscellaneous Terms:

- **No Waiver.** No waiver by us of any of the provisions of these terms is effective unless explicitly set forth in writing and signed by us. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- **No Third-Party Beneficiaries.** These terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
- **Governing Law.** All matters arising out of or relating to these terms are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.
- **Severability.** If any term or provision of these terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these terms or invalidate or render unenforceable such term or provision in any other jurisdiction.