

**SECTION 1 – GENERAL PROVISIONS**

This page provides information about the legal terms and conditions (the “**Terms and Conditions**“) applicable to your use of **vitaCig.eu.com** (the “**Website**“) whether as a registered user or as a guest, for any product or service you order from Vitabo s.r.o. through the Website, as an authorised distributor of **VitaCig®** products (the “**Products**“) in Europe.

The Website is owned and powered by **Vitabo s.r.o.** a company registered in Slovakia (company registration number 54334756) its registered office is at Františkánov 82/29, 945 01 Komárno, Slovakia. Our registered EU VAT number is SK2121643678. Unless otherwise provided, the terms “**Vitabo**“, “**we**” and “**us**” on the Website refer to Vitabo s.r.o.

The Terms and Conditions apply to your use of the Website and to any order you place on the Website. The Terms and Conditions apply regardless of how you access the Website, including any technologies or devices by which Vitabo makes the Website available to you.

You must read these Terms and Conditions carefully. By accessing, browsing, using, registering with, or placing an order on the Website, you confirm that you have read, understood and agree to these Terms and Conditions in their entirety. If you do not agree with these Terms and Conditions in their entirety, please do not use the Website. You may only use the Website for lawful purposes and you may not use it in a way that infringes the rights of anyone else or that restricts or inhibits anyone else’s enjoyment of the Website.

At the time of accessing our Website you have to confirm that you are at least 18 years old, or the age of majority in your state of residence. By using the Website, you represent that you are at least the age of majority in your state of residence too. If you are below the age of majority, you cannot access nor use the Website. You are responsible for bringing these Terms to the attention of anyone who may read material on this Website as a result of your access to it.

By visiting the Website, you communicate with us electronically. You consent to receive communications electronically from us. We will communicate with you via e-mail or by posting notices on this site. You agree that the legal requirement of the communication to be made in writing is satisfied in all agreements, notices, disclosures and any other forms of communication that we provide to you electronically.

Purchases through the Website are made by order placed electronically, in the manner and with the steps specified in these Terms and Conditions. When using the Website to order Products you enter into a contract with Vitabo electronically. The order and confirmation are filed and stored electronically with Vitabo. The language of the order and its confirmation is English.

Vitabo did not submit to the provisions of any Code of Conduct.

**SECTION 2 – PRODUCTS**

**The Products distributed under Trademark VitaCig®** are portable tobacco-free, nicotine-free aromatherapy devices designed to deliver the flavoured water vapours created from vitamin enhanced liquids and natural essential oils.

The manufacturer of the Product is **Redfern Biosystems Inc.** (6055 Anello Drive, Melbourne FL 32940 USA). Redfern is a technology company engaged in manufacturing, marketing, distributing and retailing nicotine-free vitamin and essential oil diffusers.

**The Products will not be sold to individuals under the age of majority. Please note, that the Products are not to be used as remedies, they are not intended to cure or treat any disease or condition.**

The Products cannot be distributed in all of the European countries, and cannot be delivered in certain countries to natural persons as consumers directly (e.g. Russia) therefore, we would like to kindly ask you to familiarize yourself with the governing rules of the country of delivery before ordering the product. Moreover, if you have any questions about the current rules of the country of delivery, please get in touch with us directly through our customer service.

Regarding Product descriptions Vitabo attempts to be as accurate as possible. However, Vitabo cannot warrant that product descriptions or other content of the Website is current or error-free at all times. If a Product offered by Vitabo through the Website is itself not as described, you can assert your warranty rights, see under Section 5.2.

You agree that you will not use, sell or supply any Product(s) purchased from Vitabo in an unlawful manner and, in particular, will comply with all export controls and sanctions rules.

You must follow any advice given by us to keep the supplied Products safe (including any instructions or Product manuals provided with the Products). We cannot accept liability for damage to Products we have supplied that was caused by your failure to follow the advice given by us.

### **SECTION 3 – GENERAL TERMS AND CONDITIONS OF SALE**

These general terms and conditions of sale apply to any order you place through the Website. These general terms and conditions of sale apply regardless of how you access the Website, including via any technologies or devices by which Vitabo makes the Website available to you.

By placing an order through the Website, you confirm that you have read, understood and agree to these general terms and conditions of sale in their entirety and you agree to be bound by them. If you do not agree to these general terms and conditions of sale in their entirety, you must not order any Product through the Website.

#### **3.1 Parties of the Purchase Contract**

The seller on record for all contracts for the purchase and sale of Products from the Website is Vitabo. Vitabo will take your payment and approved carriers will deliver your orders.

Vitabo does not sell Products to children, it sells them only to adults. If you are under 18, you cannot buy Products through the Website. Any purchases made on the Website implies that you are of the minimum age of 18. Vitabo does not take any responsibility for sales made on other linked websites.

Vitabo reserves the right to refuse service, terminate accounts, remove or edit content, or cancel unpaid orders at their sole discretion.

#### **3.2 Product description**

You can find out about the essential features of the Product to be ordered, in particular its quality characteristics, components, unit price by clicking on the name of the given product.

The price indicated under the Product is unit price, in euro (EUR), and includes the value added tax according to the applicable legislation. The price of the Product shown on the Website does not include shipping costs. The specific shipping costs will be indicated in the “Cart” content before the order is sent, based on your choice of shipping method.

Vitabo reserves the right to change the unit prices published on the Website, provided that the modification takes effect simultaneously with its appearance on the Website and the modification does not affect the purchase price of the previously ordered Product.

Please note, that the purchase of certain Products through the Website is only possible in case a minimum amount of the items is ordered.

If you wish to order products for a substantial amount (the value of the order exceeds 500 EUR per order), please get in touch with us directly through our customer service before placing your order on the Website.

If you wish to fulfil your payment obligation in a currency different to the one indicated on the Website, please get in touch with us directly through our customer service before placing your order on the Website.

We take reasonable precautions to try to ensure that prices given on the Website are correct and that all Products have been fairly described. However, when ordering Products through the Website, please note that:

– Orders will only be accepted if there are no material errors in the description of the Products or their prices as advertised on the Website.

– Packaging may vary from that shown on the Website.

– Whilst we try to display the colours of packaging and/or Products accurately on the Website, the actual colours you see will depend on your monitor and we cannot guarantee that your monitor’s display of any colour will accurately reflect the colour of the packaging and/or Products on delivery.

– All items are subject to availability. We will inform you as soon as possible if the Product(s) you have ordered are not available and we may offer alternative Product(s) of equal or higher quality and value.

Please note that this Website may contain references or cross references to VitaCig Products and/or services that are not available in every country.

### **3.3. Technical steps of the order**

To place an order, you can open an account on the Website (“Your Account”) which will require you to provide some compulsory personal information. Alternatively, you can choose to place your order without opening an account (as guest). Please see our Privacy Policy for more information on what personal information and how that personal information will be used and stored by Vitabo.

When you order through the Website as guest, you will still need to provide us with certain compulsory personal information in order for us to process your order. However, you can also choose to register an account with us after submitting your order. Please see our Privacy Policy to see how your personal information will be used and stored.

You confirm that all information and details provided by you to Vitabo (including on opening an account) are true, accurate and up to date in all respects and at all times. You can update or correct your details at any time by going to “Your Account”.

When you create an account, we may provide you with and/or ask you to use passwords or other means to allow you to access certain areas of the Website and/or to maintain your account’s security. It is your responsibility to maintain the confidentiality of your password and account information. Vitabo shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account. Should you become aware of or suspect any kind of unauthorised use of your password or account, please contact us. If Vitabo is suspicious of any fraudulent activity connected to your account, we reserve the right to refuse you to access to your account and to delete the account.

You place the Product to be purchased in the virtual shopping cart on the Website by pressing the “Add to Basket” button below the Product’s description.

When you have finished selecting the Products to be ordered, the contents of the cart can be checked by clicking on the “View cart” button. On the “Basket” page, you can check your order by clicking the “Update cart” and you can also receive information about the shipping method.

You can continue by selecting “Proceed the checkout” button. You have to enter your shipping address, and your billing address. You have the option to enter a billing address other than the shipping address. If you are entitled to a discount on a given purchase, you can validate your discount by entering the coupon code.

After selecting the payment method, before clicking the “Place order” button you have to confirm that you have read and agree to the Terms and Conditions.

At any stage of the order, you have the opportunity to correct data entry errors (e.g. deleting a product from the cart) on the order interface until the order is sent.

The order is completed by clicking on the “Place order ” button, which, if the order is accepted, creates a payment obligation for you.

### **3.4 Acceptance of your order**

Please note that completion of the online checkout process does not constitute as our acceptance of your offer to purchase products from us. We will notify you by email as soon as possible to acknowledge that we have received and are processing your order. Our acceptance of your order will take place only when we despatch the Product(s) or on commencement of the services that you ordered from us. This will be no later than 10 working days after we have received payment from you.

Prior to despatch of the Product(s), Vitabo has the right to decline an order for any reason, including legal and regulatory reasons.

If we cannot supply you with the Product you ordered, we will not process your order and inform you about this in writing (via email). If you have already paid for the Product, we will refund you in full as soon as reasonably possible, but in any event no later than 30 days after receipt of your payment.

If the fulfilment of an order (or any aspect of it) would be illegal or unlawful, including by reason of breach of export controls or sanctions rules, Vitabo has the right to stop or cease to fulfil the order at any time, including after despatch of Products and/or notification to you that the order has been received and is being processed. You acknowledge that Vitabo shall not incur any liability in such circumstances.

The duration of our contract with You will start from when you receive the order despatch email and last until the last day of your right to return the Products.

### **3.5 Payment**

You may pay by debit card, credit card or another alternative payment method (eg. via bank transfer) specified as part of the checkout process. The availability of a certain payment method may depend on your geographical location.

By placing an order on the Website, you acknowledge and agree that: (i) Vitabo will charge you through the payment method you have selected for your order and for other amounts that may arise in connection to your order; (ii) that you will provide valid and current information about (a) yourself and (b) if applicable, another person, but only if you have first obtained their express consent to do so; (iii) if your payment is not received by Vitabo for any reason from your card issuer, you agree to promptly pay all amounts due upon request and using the method that Vitabo reasonably prescribes.

### **3.6 Delivery**

Delivery charges and timescales vary depending on the type of Products ordered and the delivery address. The Product will be delivered to you by priority mail or courier service (e.g. FedEx, DHL). You'll find full details on the delivery (e.g., delivery options) when placing the order.

If no fixed date or timeline has been agreed upon, our deliveries are performed within a maximum period of 15 working days.

Please note that certain Products may be subject to alternative delivery charges, restrictions and/or timescales. If delivery cannot be made to a customer due to the customer not being present at the address at the time allotted by the carrier or if a customer refuses to accept the products, Vitabo reserves the right to deduct the cost for returning products to the Vitabo.

All risk for the Products ordered by you (including risk of loss and/or damage to the products) shall pass to you at the time of delivery to the delivery address specified in your order.

Where the supply of your Product(s) is delayed or prevented for reasons beyond our control (for example, material shortages, import delays or higher than anticipated demand) we will make every effort to keep you informed but shall be under no liability for such delay or failure. For the avoidance of doubt, this paragraph does not exclude or effect in any way any statutory right that is afforded to you to cancel an order when a product is delayed or not provided.

In case of Products return, we bare nor responsibility for the loss or any damage to the products in transit. For that reason, we recommend that you use a recorded delivery service.

You should check all Products you receive against your order. If the Products you receive are damaged or incorrectly supplied on delivery then you must note the details of any damage or error in supply on the delivery documentation or if you are unable to view the items on receipt, you must inform us (by post, phone or email) within a reasonable period of time. You must return the Products to us as soon as possible after informing us that the Products are damaged or have been incorrectly supplied.

## **SECTION 4 – WITHDRAWAL**

If you are natural person and purchased Products for your private use you have the right of withdrawal from the contract without justification, according to this section.

We would like to draw your attention in advance to the fact that due to the Product's characteristics after opening the closed wrapping, the Product's hygienic and sanitary quality cannot be guaranteed. As such, if you have already opened the direct wrapping (foil) of the Product, you may not enjoy your right of withdrawal based on this point.

The withdrawal of the contract can be declared within 14 days a) from the date of the receipt of the Product, b) for the sale of several Products, if each Product is delivered at a different time, from the date of the receipt of the last delivered Product, c) for a Product consisting of several lots or pieces, from the date of receipt of the last delivered lot or piece. The deadline does not include the day

of receipt of the Product. You also have the right to exercise of withdrawal without justification in the period between the date of conclusion of the contract and the date of receipt of the Product.

If you wish to exercise your right of withdrawal, you must send a clear statement of your intention to withdraw to Vitabo using the following contact details:

by post: Vitabo s.r.o., Františkánov 82/29, 945 01 Komárno, Slovakia

by electronic mail: [info@vitacig.eu.com](mailto:info@vitacig.eu.com)

You can use the following sample of the withdrawal statement:

\_\_\_\_\_

*Date*

**Vitabo**  
**Františkánov 82/29, 945 01 Komárno, Slovakia**

**S.R.O.**

sent via e-mail to: [info@vitacig.eu.com](mailto:info@vitacig.eu.com)

or

letter with return receipt

I, \_\_\_\_\_ (*insert name and surname of the consumer having concluded the contract*), hereby send you the notice of withdrawal from the contract of sale of the following *goods/services*, ordered on \_\_\_\_\_ (*insert date of conclusion of the contract*) and received on \_\_\_\_\_ (*insert date of receipt of the goods*).

I commit myself to send back the goods at my own expense without undue delay and in any case not later than 14 days from now on. At the same time I ask for reimbursement of all payments made, amounting to Euro \_\_\_\_\_ (*insert amount provided*) by \_\_\_\_\_ (*insert method of payment used for payment, for instance: chargeback on the credit card used for payment*) within the same deadline.

*Signature*

\_\_\_\_\_

In the event of a dispute, you shall bear the burden of proving that you have exercised your right of withdrawal in accordance with the provisions set out in this section and the relevant legal provisions. If you do not send your statement of withdrawal within the specified time limit, which can be proved beyond any doubt, it shall be deemed that you have not fulfilled the conditions necessary for the exercise of the right of withdrawal, therefore your contract with us shall not be terminated and the contract shall remain in force.

When sending by post, Vitabo takes into account the date of posting and, in the case of notification by e-mail, the date of sending the e-mail for the calculation of the deadline. It is necessary to send the letter containing the statement of withdrawal to Vitabo by registered mail in order to be able to prove the date of dispatch in a credible manner.

In case of withdrawal, you are obliged to provide the ordered Product in the appropriate way and packaging to Vitabo without delay, but no later than 14 calendar days after the notification of the withdrawal.

If you have ordered more than one Product, you may withdraw from the contract in respect to any or all of the Products.

The cost of returning the Product to Vitabo shall be borne by you. Vitabo is not in a position to accept a package returned by cash on delivery or a Product returned in a manifestly inappropriate manner and/or packaging. Apart from the cost of returning the Product, you shall not bear any other costs in connection with the withdrawal.

If you withdraw from the contract, Vitabo emerged that the you have chosen a mode of transport different from the cheapest standard mode of transport offered by Vitabo. Vitabo is entitled to withhold the refund until it has received the Product back.

You must enclose the delivery note with the returned Product and provide an indication as for the return of the Products (e.g. withdrawal) or attach a copy of the withdrawal statement.

If you have any questions regarding the right of withdrawal, you can contact Vitabo through the customer service at the contact details under Section 6.

## **SECTION 5 – WARRANTY**

Due to the nature and ingredients of our Products, they can basically maintain their high quality for a certain period of time (basically for 6 months from the production). Also, for the above reasons, the unchanged quality of the Product can no longer be guaranteed after the opening of the packaging or if the Product is stored under 15 degrees Celsius or over 22 degrees Celsius.

You may assert a supplies warranty claim in the event of defective performance of Vitabo and a product warranty claim if the Product is defective. Due to the same error, a supply and product warranty claim cannot be enforced simultaneously.

### **5.1. Supplies warranty claim**

You are obliged to report the defect in performance immediately after its discovery, but not later than within 2 months from the discovery of the defect.

After 6 months from the date of production, you shall be obliged to prove that the defect recognized by you already existed at the time of the purchase.

You may claim the following supplies warranty claims: you may request a repair or replacement, unless the fulfilment of the demand chosen by you is impossible or would entail a disproportionate additional cost for Vitabo compared to the fulfilment of another demand. If repair or replacement has not been requested or could not be requested, you may request a proportionate price reduction.

### **5.2. Product warranty claim**

A product is considered to be defective if it does not meet the quality requirements in force at the time of placing on the market or if it does not have the characteristics specified by the manufacturer. The defect of the product must be proved by you in the event of a product warranty claim.

As a Product warranty claim you may request a replacement of the defective product or request a refund of the purchase price of the Product and the shipping cost paid by it (excluding the cost of returning the product).

You are not obliged to accept the defective Product and you have to notify Vitabo through the customer service as soon as possible after the discovery of the defect. An error reported within 2 months of the discovery of the error shall be deemed to have been reported without delay.

### **5.3 In order to expedite your warranty request**

If a defect is discovered, before sending the Product back, we ask that you contact the customer service.

If the defective Product must be returned you have to send it by post or courier service in appropriate packaging to Vitabo (postal address: Vitabo s.r.o., Františkánov 82/29, 945 01 Komárno, Slovakia). The cost of returning the product to the address of Vitabo shall be borne by you. Vitabo is not in a position to accept a package returned by cash on delivery or a package returned in a manifestly inappropriate manner and/or packaging.

Upon return of the Product, the unpacking of the package and the inspection of the returned Product will be documented. In the event of a legally valid, well-founded warranty claim, Vitabo will at your choice, replace the Product or refund the purchase price of the Product and the original delivery cost to the specified bank account number.

## **SECTION 6 – CUSTOMER SERVICE, COMPLAINTS**

The customer service of Vitabo is available on:

**Vitabo s.r.o.**

Postal address: Františkánov 82/29, 945 01 Komárno, Slovakia

Customer service by phone: [+ 36 30 688 2123](tel:+36306882123) work-days 09:00 am. – 16:00 pm.

Other times please contact us via E-mail: [info@vitacig.eu.com](mailto:info@vitacig.eu.com)

If, due to the nature of the verbal complaint, it is not possible to remedy the complaint immediately, or you do not agree with the handling of the complaint, Vitabo shall draw up a report on the complaint. The recorded minutes will be kept for 5 years electronically, together with the substantive response to the complaint. Based on the minutes, Vitabo acts in accordance with the rules applicable to written complaints.

Vitabo will investigate and respond to the written complaint within 30 days. In case of rejection of the complaint, Vitabo informs you in writing about the reasons for the rejection.

An identification number will be given to the written, oral and recorded complaint by Vitabo, in order to make the complaint easier to retrieve.

## **SECTION 7 – DISPUTE RESOLUTION**

If any dispute between you and Vitabo is not settled through negotiations, before initiate or instead of initiating legal proceedings the options are also available:

### **7.1 Making a complaint to the consumer protection authority**

You are entitled to lodge a complaint with the competent consumer protection authority of your place of residence. Following the assessment of the complaint, the authority shall decide on the conduct of the consumer protection proceedings. The powers of the consumer protection authority do not extend to monitoring compliance with the provisions on the conclusion, validity, effects and termination of the contract.

### **7.2 Dispute Resolution through conciliation**

Pre-litigation consumer dispute resolution is the conciliation before the chambers of commerce, which aims to settle disputes between consumers and company by agreement between the parties. Conciliation bodies are responsible for the settlement of disputes between the consumer (you) and the company (Vitabo) relating to the quality and safety of the product, the application of product liability rules, the quality of the service and the conclusion and performance of the contract between the parties, out-of-court settlements. For the latter, it aims to reach an mutual agreement, and in the event of failure to do so, to take a decision on the matter in order to ensure that consumer rights are enforced easily, quickly, efficiently and cost-effectively. At the request of the consumer or the company, the conciliation body shall provide advice on the consumer's rights and obligations.

The undertaking against which the consumer has lodged a claim is required to cooperate in the proceedings. It is also possible to have recourse to the judiciary after the conciliation panel proceedings have been conducted.

### **7.3 Online Dispute Resolution Platform (ODR)**

A European online dispute resolution platform operated by the European Commission is available for the out-of-court settlement of disputes between consumers domiciled in the European Union and service providers established in the European Union in connection with obligations arising from online sales and service contracts. The online dispute resolution platform is available at <http://ec.europa.eu/odr>. In case of using this dispute resolution platform, the e-mail address of Vitabo: [info@vitacig.eu.com](mailto:info@vitacig.eu.com)

## **SECTION 8 – INTELLECTUAL PROPERTY RIGHTS**

All rights, including copyright, know how, moral rights and other intellectual property rights over all material and content including (but not limited to) text, images, web pages, sound, software, software code, interfaces, website structure and videos, in and to this Website are owned by or licensed to VitaCig unless otherwise indicated.

In addition, the names, images, pictures, logos and icons identifying VitaCig Products and services are proprietary marks of VitaCig and/or its subsidiaries, parent company, or affiliates. Except as expressly provided below, nothing contained herein shall be construed as conferring any license or right, by implication, estoppels or otherwise, under copyright, trademark or other intellectual property rights.

You are hereby granted a non-exclusive, non-transferable, limited license to view this Website, and to download and/or print insignificant portions of materials retrieved from this Website provided (a) it is used only for informational, non-commercial purposes, and (b) you do not remove or obscure the copyright notice or other notices. Except as expressly provided above, no part of this Website, including but not limited to materials retrieved there from and the underlying code, may be reproduced, republished, copied, transmitted, or distributed in any form or by any means, without the express written permission of VitaCig.

**SECTION 9 – LINKS TO OTHER WEBSITES**

We have placed links on this Website to other websites we think you may want to visit. We do not monitor these websites and do not have any control over their contents. Except where required by applicable law, Vitabo cannot accept any liability in respect of the use of these websites. Such links should not be interpreted as endorsement by us of those linked websites.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

**SECTION 10 – DAMAGE TO YOUR COMPUTER OR OTHER DEVICE**

Vitabo uses reasonable efforts to ensure that this Website is free from viruses and other malicious or harmful content. However, we cannot guarantee that the use of this Website (including any content on it or any website accessible from it) will not cause damage to your computer or other device. It is your responsibility to ensure that you have the right equipment (including antivirus software) to use the Website safely and to screen out anything that may damage or harm your computer or other device. Except where required by applicable law, Vitabo shall not be liable to any person for any loss or damage they suffer as a result of viruses or other malicious or harmful content that they access from or via the Website.

**SECTION 11 – GOVERNING LAW, JURISDICTION**

Any matters that arise out of your use of this Website (including any contract entered between you and us through the Website) shall be governed by the laws of Slovakia and subject to the non-exclusive jurisdiction of the courts of Slovakia.

**SECTION 12 – CHANGES TO THESE TERMS AND CONDITIONS**

These Terms and Conditions shall enter into force on 20/01/2021.

We reserve the right to change and update these Terms and Conditions at any time and recommend that you revisit this page regularly to keep informed of the current Terms and Conditions that apply to your use of the Website. In the event of a change or an update to these Terms and Conditions we will flag it in an appropriate way on the Website. By continuing to access, browse and use this Website, you will be deemed to have agreed to any changes or updates to our Terms and Conditions.

**SECTION 13 – PRIVACY POLICY**

Our Privacy Policy explains what personal information we collect about you when you use the Website. Please note that when you agree to these Terms and Conditions you shall be deemed also to have read and understood our Privacy Policy in its entirety.

**SECTION 14 – CONTACT DETAILS**

If you want to ask us anything (whether about our products and services, this website, any of our terms and conditions or otherwise) or file a claim regarding a delivery, then please contact us:

**Vitabo s.r.o.**

Postal address: Františkánov 82/29, 945 01 Komárno, Slovakia

Customer service by phone: [+ 36 30 688 2123](tel:+36306882123) work-days 09:00 am. – 16:00 pm.

Other times please contact us via E-mail: [info@vitacig.eu](mailto:info@vitacig.eu)