

WARRANTY TERMS AND CONDITIONS

Thank you for purchasing an AirVape Product. To ensure you make the most of your AirVape investment and experience, we provide a Limited Lifetime Warranty ("Limited Warranty"). Please carefully read Apollo Vaporizer, Inc.'s ("Apollo") warranty terms and conditions below as they explain eligibility requirements and limitations and exclusions.

1. Product Registration.
To be entitled to our Limited Warranty, you must register online at: www.airvapeusa.com/pages/registration within 30 days of purchase from AirVape or an Authorized Reseller.

2. Warranty Period.
The Limited Warranty period covers the lifetime of Apollo's AirVape XS ("Product") from the date of original retail purchase ("Warranty Period"). This Limited Warranty covers the unit (exclusive of battery) only. The Product may consist of several different parts that may be covered by different warranty periods. Purchaser is charged a shipping + handling fee of \$19.99 for the unit submitted to company for repair. Upon receipt, battery replacement is available for \$39.99 (shipping + handling included) at any time. However, if battery needs replacement within six (6) months of purchase, the purchaser will only be charged the standard shipping + handling fee of \$19.99. To the extent allowed by the laws and regulations in the country of purchase, the Warranty Period cannot be renewed, extended, transferred, or otherwise affected due to subsequent resale, replacement, or donation of the Product. Only the registered product owner is eligible for replacement or repair of the Product under this Limited Warranty.

3. Coverage Details.
The Limited Warranty only covers the original end-user purchaser and is non-transferable. In the event the Product is purchased as a gift; the online registrant will be deemed the original end-user purchaser under these terms. The Limited Warranty is only valid and enforceable in the country of purchase. The refund or purchase covered by consumer protection laws or regulations in the country of purchase; the benefits conferred by Apollo's Limited Warranty are in addition to all rights and remedies conveyed by such consumer protection laws and regulations. This Warranty is only valid and enforceable in the country of purchase, provided Apollo intended the product for sale in that country.

The Warranty covers any defects in material or workmanship under intended use during the Warranty Period. This Limited Warranty applies only to Products manufactured by Apollo that can be identified by the "AirVape" trademark, trade name, or logo affixed to them.

4. Warranty Request.
If you wish to make a claim under this Limited Warranty, you must contact us by sending an email to support@airvapeusa.com, or calling our customer service (local or international telephone charges may apply) with your warranty registration, to receive a return merchandise authorization ("RMA") number. This RMA number must be included when you return the product or affected component (if not the entire product). Information about Apollo can be found in the product manual, or on the AirVapeusa.com website.

If the Product is deemed ineligible or the Limited Warranty is otherwise considered void under these terms and conditions, we reserve the right to charge a handling fee up to \$39.99.

5. Cleaning and Shipping.
When sending the Product to us for warranty service, please follow this procedure to clean your unit to ensure your warranty will remain valid and enforceable:

- Remove the consisters or screens from the chambers.
- Clean the chambers until holes are not clogged. You can use a Q-tip soaked in alcohol to remove all residue or excess material.
- Use the Cleaning Tool or a Q-Tip to clean the mouthpiece and airpath until all residue is removed.
- Clean the exterior of the unit gently with an alcohol (ISO) prep-pad.
- Ship the unit with secure wrap or in its original box with a copy of the original receipt.

You are responsible for shipping the unit to us for warranty service. Customers will be charged a shipping + handling fee for the new or serviced Product. Please make sure the Product is safely wrapped and the package is impact resistant. It is advisable to insure the package and obtain a tracking number. We will not be responsible for lost or stolen packages.

6. Repairs and Replacement.
Apollo will, in a commercially reasonable time, repair or replace the Product or any of its parts that manifests a defect under intended use and maintenance for a standard shipping + handling fee.

If a defect exists, at its option Apollo will (1) repair the product, using new or refurbished replacement parts, or (2) exchange the product with a product that is

new or which was manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. We do not offer refunds as an alternative to repairing or replacing the Product. Your Product may contain country specific elements. If the Product has been exported from its original destination country to another country, the Product may contain country specific elements that are not considered to be a defect under this Limited Warranty. A replacement product may assume the remaining warranty of the original product. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Apollo's property. If the model has been discontinued, Apollo reserves the right to replace the unit with the next generation of the product.

7. Exclusions to Warranty.
This Limited Warranty does not cover user manuals or any third-party manuals, whether downloaded or included during shipping or at any other time in the delivery chain or otherwise and in any way acquired by you.

- This Limited Warranty does not cover: (1) normal wear and tear; (2) defects caused by rough handling (including, without limitation, defects caused by sharp items, by prolonged exposure to the sun, by water damage, by bending, compressing or dropping, etc.); or (3) defects or damage caused by misuse of the Product (including, without limitation, the instructions provided by Apollo (e.g., as set out in the Product's user guide); and/or a) other acts beyond the reasonable control of Apollo.

- This Limited Warranty does not cover defects alleged caused by the fact that the Product was used with, or connected to, any product, accessory and/or service not manufactured, or supplied by Apollo or was used otherwise than for its intended use.
- This Limited Warranty is not enforceable and is void if purchased from an online reseller with a listing price of the Product that is less than the manufacturer's suggested retail price (authorized sales, discount codes, and/or discounts excluded).
- This Limited Warranty is not enforceable and is void if the Product has been opened, dismantled, modified or repaired by anyone other than the Apollo service center, if it is repaired using non-approved spare parts or if the Product's date code has been removed, altered, defaced, altered or is illegible in any way, and this shall be determined at the sole discretion of Apollo.

- This Limited Warranty is not enforceable and is void if the Product has been used to, or misused, to, to damage, or to expose the unit or environmental conditions or to rapid changes in such conditions, to corrosion, to oxidation, to spillage of food or liquid or to influence from chemical products.
- This Limited Warranty is not enforceable and is void if the Product is returned to the Apollo service center and has plant material in any device, spare parts or accessories.
- This Limited Warranty is not enforceable and is void if the Product is damaged in any way due to incorrect cleaning and maintenance.
- This Limited Warranty does not include accessories and consumable spare parts (whether included in the device sales package or sold separately) unless otherwise stated.
- This Limited Warranty is not enforceable if the Product is sold through an unauthorized third-party seller. All Authorized Resellers have a unique seller code provided.

8. Non-Authorized Online Resellers and Counterfeit Products.
The battle to combat the dissemination of counterfeit devices is a laborious process and discovery of counterfeit devices is an ongoing process. Due to widespread issues with counterfeit products being sold on sites such as eBay, Craigslist, Amazon, and Alibaba we cannot offer any warranty or services for products bought on these sites. This policy applies to all unauthorized online resellers. Products purchased from an online third-party seller, other than an Authorized Reseller, voids any Limited Warranty under these terms.

Please note that you are solely responsible for determining whether any given third-party reseller from whom you purchased an Apollo product is an Authorized Reseller. Look for an AirVape Reseller Badge on their online listing.

While Apollo is sympathetic and would like to help victims of counterfeiting, we are not able to reimburse money used to purchase infringing or counterfeit goods, nor do we assist with the resolution of disputes. You should contact your payment provider regarding any fraud protection coverage or refund policy regarding your purchase from the third-party vendor.

9. Return Policy.
Please carefully research the product you are interested in before purchasing. Refunds are only available for new and unused devices purchased on airvapeusa.com within thirty (30) days. If the tamper proof seal is broken a 10% restocking (ROS) restocking fee will be assessed. Device purchased through an Authorized Reseller cannot be refunded by Apollo. You must contact the Authorized Reseller regarding its return policy.

10. Limitation of Liability.

THIS LIMITED WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. APOLLO VAPORIZER, INC., AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR AGENTS ("INDEMNIFIED

PARTY") SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IF APOLLO VAPORIZER, INC. AND INDEMNIFIED PARTIES CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED EXCEPT TO THIS LIMITED WARRANTY. APOLLO VAPORIZER, INC., RESSELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY.

APOLLO VAPORIZER, INC. AND INDEMNIFIED PARTIES ARE NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO, LOSS PROFITS, LOSS OF USE OF PRODUCT OR FUNCTIONALITY, DOWNTIME, GOODWILL, LOST BUSINESS, LOST CONTRACTS, INCREASED COSTS OR EXPENSES, LOSS OF PRODUCT DURING SHIPPING TO APOLLO FOR WARRANTY SERVICE. APOLLO DOES NOT REPRESENT THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY.

To the extent allowed by applicable law, any claim or cause of action arising from or relating to this Limited Warranty must be brought within six months (6) from the date on which such claim or action arose.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, APOLLO VAPORIZER, INC. AND INDEMNIFIED PARTIES MAXIMIZE LIABILITY PURSUANT TO THIS LIMITED WARRANTY, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY, IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR THE PRODUCT. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitation of exclusions may not apply to you. The warranty gives you specific legal rights, and you may also have other rights that vary by state or province.

11. Governing Law and Venue; Arbitration.
To the fullest extent permitted under applicable local law, this Limited Warranty and any disputes arising out of or in connection with this Limited Warranty ("Dispute") shall be governed by, and the laws of the State of California, excluding conflicts of law principles and excluding the Convention for the International Sale of Goods. The courts located in Los Angeles County, California, USA shall retain overall jurisdiction. You agree that any small claims brought in court, shall be limited solely to claims brought in small claims court, in Los Angeles County, USA.

YOU HEREBY AGREE THAT ALL OTHER CLAIMS, NOT OTHERWISE BROUGHT IN A SMALL CLAIMS COURT AS PROVIDED HEREIN, REGARDING ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS LIMITED WARRANTY, INCLUDING THE NATURE OF THE CAUSES OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMPREHENSIVE ARBITRATION RULES ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES AND SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT INVOLVE SMALL ASSETS, COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. THE ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF LOS ANGELES, CALIFORNIA, USA, IN THE ENGLISH LANGUAGE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE AGREE TO WAIVE ANY RIGHT THAT YOU OR WE MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT (OTHER THAN SMALL CLAIMS COURT) BEFORE EITHER A JUDGE OR JURY. THE ARBITRATOR WILL HAVE NO AUTHORITY TO AWARD ANY JUDGMENT THAT CONFLICTS WITH THE TERMS OF THIS LIMITED WARRANTY.

YOU FURTHER AGREE THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY AGAINST APOLLO VAPORIZER, INC. AND INDEMNIFIED PARTIES; NOR WILL YOU BE ABLE TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY.

12. Waiver and Severability.
No waiver by Apollo of any term or condition in this Limited Warranty will be deemed a waiver or confirmation of the validity of such term or condition, or of any other term. If any provision of this Limited Warranty is unlawful, void or unenforceable, that provision shall be deemed severable and shall not affect any remaining provisions.

NOTE! Your Product is a sophisticated device, AirVape strongly encourages you to familiarize yourself with the user guide and instructions provided with and for the Product.
NOTE! AirVape cannot and will not withhold any consumer information from any local, national or international law enforcement agencies with regards to use of any Products manufactured or services provided by Apollo Vaporizer Inc.

