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I. General terms and conditions of Thermodyne Systems GmbH for tvape.co.uk

1. Scope and Definitions

1.1 These general terms and conditions apply to all contracts concluded with us at tvape.co.uk. Contractual conditions of the customer that contradict or deviate from our general terms and conditions only apply if we have expressly agreed to them.

1.2 A consumer in the sense of these general terms and conditions is any natural person who concludes a legal transaction for purposes that are predominantly neither commercial nor self-employed.

1.3 Entrepreneurs in the sense of these terms and conditions are natural or legal persons or legal partnerships who, when concluding a contract, are exercising their commercial or independent professional activity with us.

2. Offer and conclusion of contract

2.1 Our offers are aimed exclusively at persons of legal age and full legal capacity.

2.2 Our offers are not a binding offer, but an invitation to submit an offer by the customer.

2.3. The customer's order represents a binding offer to conclude a contract. We are entitled to accept this offer within two working days. Acceptance takes place through an express declaration to the customer or delivery of the goods.

2.4. The e-mail that is automatically generated following the customer's order and confirms receipt of the order does not yet constitute an acceptance of the contract, but merely serves to inform the customer and to fulfill legal information obligations.

3. Protection of minors

3.1. If the customer's order includes goods whose sale is subject to age restrictions, we use a reliable process that includes a personal identity and age check to ensure that the customer has reached the required minimum age. The age of the customer is checked for certain products when the goods are delivered.

3.2. Without appropriate age verification, we are not legally entitled to deliver the goods in the aforementioned cases.

4. Delivery

4.1. The delivery will be made to the delivery address given by the client.

4.2. Unless otherwise stated for individual products, delivery takes place within 3 weeks.

4.3. The service times / delivery dates specified in the offers depend on the customer having made the payment immediately after the conclusion of the contract.

4.4. If possible, delivery will be made in one shipment. However, we are entitled to partial deliveries and partial services provided these are reasonable for the customer. Any additional costs arising from partial deliveries will be borne by us.

4.5. Mentioned delivery dates are not fixed dates, unless we have expressly confirmed such a date as a fixed date.

4.6. Delivery delays that arise with us or with one of our sub-suppliers / subcontractors due to force majeure or due to circumstances that are equal to force majeure (such as currency and trade policy or other sovereign measures, strikes, operational disruptions such as fire, machine defects, breakage, raw materials - or lack of energy) entitle us to postpone the delivery for the duration of the hindrance. If the implementation of the contract becomes unreasonable for the customer due to the delay, the customer is entitled to withdraw. We are entitled to withdraw from the contract in the event of non-temporary impediments to performance. For more shipping information, please click [here](#) .

5. Unavailability of the service

5.1. Every offer is subject to self-delivery; If the ordered goods are not available because our supplier was not foreseeable and through no fault of our own when the contract was concluded, we have the right to withdraw from the contract. In this case we will inform the customer immediately that a delivery is not possible and immediately reimburse him for any purchase price already paid. This right only applies to consumers if we have concluded a specific covering transaction and surprisingly did not receive deliveries from the supplier.

5.2. Liability for damages due to non-performance is excluded, provided that we have acted neither grossly negligent nor willful with regard to the lack of availability; any liability due to pre-contractual fault remains unaffected.

6. Prices and shipping costs

6.1. The prices quoted by us include the applicable sales tax.

6.2. Any shipping costs are shown in the order process. You can find an overview of the shipping costs at <https://tvape.co.uk/shipping> .

6.3. If the delivery takes place in countries outside the European Union, additional taxes and duties may be incurred, which are to be borne by the customer. In the case of payments from outside the

EU, fees for the payment (transfer or exchange rate fees of the credit institutions) may also apply, which are also to be borne by the customer.

7. Payment, Due Date and Default

7.1. In principle, we only accept the payment methods listed in our offer.

7.2. The customer is obliged to make an advance payment, except when paying by cash on delivery or on account. In this case, payment is due upon conclusion of the contract and receipt of the invoice or invoice. When paying by cash on delivery or on account, payment is due upon receipt of the goods and the invoice or statement of invoice.

8. Right of retention and retention of title

8.1. The customer is only authorized to exercise a right of retention if his counterclaim is based on the same contractual relationship.

8.2. The delivered goods remain our property until they have been paid for in full. If third parties access the reserved goods, the customer will point out our ownership and notify us immediately.

9. Warranty for consumers

9.1. If the customer is a consumer, the statutory warranty rights apply.

10. Warranty, obligation to give notice of defects for entrepreneurs

10.1. If the customer is an entrepreneur, he is obliged to examine the goods delivered by us for obvious defects. Complaints about obvious defects must be made to us in writing within one week of delivery of the goods to the customer. Hidden defects, which cannot be determined even after the immediate careful examination, must be reported to us in writing immediately after their discovery, at the latest within one week of their discovery. Timely dispatch of the complaint is sufficient to meet the deadline.

10.2. After expiry of the deadlines according to Item 10.1, the assertion of warranty claims is excluded.

10.3. In the event of a defect, the warranty is initially limited to subsequent performance by us. We are entitled, at our discretion, to carry out a repair and / or a replacement delivery. If two attempts at supplementary performance are unsuccessful (failed supplementary performance) or if we refuse supplementary performance or if supplementary performance is unreasonable, the customer can withdraw from the contract or reduce the purchase price or demand compensation instead of performance. The customer is obliged to give us the necessary time and opportunity for subsequent performance.

10.4. Defects in part of the delivered goods do not entitle the customer to complain about the entire delivery, unless the partial delivery is of no interest to the customer.

10.5. No guarantee is given for impairment of the goods due to natural wear and tear, damage after the transfer of risk or improper handling.

10.6. Warranty claims become statute-barred within one year from delivery of the goods, unless we have acted fraudulently.

11. Liability

11.1. We are liable for grossly negligent and willful breaches of duty.

11.2. If the customer is an entrepreneur, our liability for non-intentional actions is limited to the damage typically foreseeable when the contract was concluded. In the case of slight negligence, we are only liable in the event of a breach of essential contractual obligations and limited to the damage typically foreseeable when the contract was concluded. We are not liable for any other damage caused by slight negligence due to a defect in the goods. These restrictions do not apply to injury to life, limb and health. Any liability due to pre-contractual fault or under the Product Liability Act remains unaffected by these limitations of liability.

11.3. If the customer is a consumer, we are only liable in the event of slight negligence in the event of a breach of essential contractual obligations and limited to the typically foreseeable damage when the contract was concluded. We are not liable for other slightly negligent damage caused by a defect in the purchased item. These restrictions do not apply to injury to life, limb and health. Any liability due to pre-contractual fault or under the Product Liability Act remains unaffected by these limitations of liability.

11.4. Regardless of fault, we are only liable in the event of fraudulent concealment of a defect or from the assumption of a guarantee or assurance. A manufacturer's guarantee is a guarantee from the manufacturer and does not represent an assumption of a guarantee by us.

11.5. We are also responsible for the accidental impossibility of delivery during the delay, unless the damage would have occurred even if delivery had been made on time.

11.6. As far as the liability for damages against us is excluded or limited, this also applies with regard to the personal liability for damages of our employees, workers, employees, representatives and vicarious agents.

12. Alternative dispute resolution

12.1. We do not take part in dispute settlement proceedings before a consumer arbitration board.

12.2. Reference to the EU OS platform for out-of-court inline disputes: <https://ec.europa.eu/consumers/odr/> .

13. Final provisions

13.1. The law of the Federal Republic of Germany applies to the exclusion of the UN sales law. If the customer is a consumer and is not domiciled in Germany, the mandatory regulations of the country in which the consumer is domiciled remain unaffected by this choice of law.

13.2. If the customer is a merchant, a legal entity under public law or a special fund under public law, the agreed place of jurisdiction for all disputes arising from this contractual relationship is Stuttgart.

13.3. The contract language is German.

13.4. If individual provisions of this contract are wholly or partially ineffective, this shall not affect the effectiveness of the remaining clauses or parts of clauses.

II. Important information for consumers

Below you will find all the essential consumer information that we are legally obliged to provide.

1. Identity and address of the provider / entrepreneur:

Thermodyne Systems GmbH

Gutenbergstrasse 3rd

70176 Stuttgart

Germany

Telephone administration: +49 (0) 711 23076945

Telephone customer service: +49 (0) 711 38934024

Email: cs@tvape.de , info@tvape.de , sales@tvape.de

2. Guarantee:

We would like to point out that you are entitled to statutory warranty rights in the event that the goods delivered are defective.

3. Right of withdrawal:

As a consumer you are entitled to a right of revocation. Information on the right of cancellation, the cancellation policy and the cancellation form can be found at <https://tvape.co.uk/right-of-withdrawal> .

4. Customer service, after-sales services and guarantees:

If you have a concern, write an email to our customer service or give us a call. If you have any product questions, you can also contact us at any time via our service chat. However, due to the international inquiries we receive, this is in English. The details on the subject of guarantee can be found here <https://tvape.co.uk/guarantees> .

5. Detection and correction of input errors

Before submitting your order, you will be shown all the details of your order, such as the type and quantity of the goods, prices, shipping costs, address details and other information that is essential for your order. If individual details are incorrect, you can change them by simply going backwards in the ordering process and correcting the details, or removing individual items or changing the quantity details before submitting your order. If necessary, you can cancel the order process entirely. After submitting your order, input errors can only be corrected for a short time. Once your order has entered the shipping process, changes can no longer be made. We therefore recommend that you contact us by phone in urgent cases.

6. Technical steps that lead to the conclusion of a contract

At the end of the ordering process, an order overview appears with all the essential information about your order. Only when you press the "Order" button do you submit a binding contract declaration. We can then accept these in accordance with our general terms and conditions.

7. Storage and accessibility of the contract text

The text of the contract (the terms and conditions and the details of the order) will be saved by us and will be sent to you by email following the order. You will not have access to this at a later date. The terms and conditions can always be called up, saved and printed on this page <https://tvape.co.uk/terms-of-use> .

8. Contract languages

The contract language is German.

9. Delivery Restrictions

We deliver in all member states of the European Union.

10. Means of payment:

We accept the following means of payment:

Credit card, bank transfer, PayPal, Klarna

11. General Terms and Conditions (GTC)

Please also note our general terms and conditions <https://tvape.co.uk/terms-of-use> .

12. Information on online dispute resolution:

The platform for online dispute resolution provided by the EU (so-called OS platform) represents a central point of contact for consumers and entrepreneurs, disputes in connection with online sales contracts and online service contracts between a consumer residing in the EU and one resident in the EU Entrepreneurs to settle out of court. The OS platform can be reached under the following link: <https://ec.europa.eu/consumers/odr> .

13. Alternative Dispute Resolution

We do not take part in dispute settlement proceedings before a consumer arbitration board.