Terms and Conditions of Storz & Bickel GmbH for redeeming gift cards and discount vouchers

These Terms and Conditions of Storz & Bickel GmbH (hereinafter also "S&B") for redeeming gift cards and discount vouchers apply to all our gift cards with a 12-digit voucher code that were purchased in our online shop as well as for discount vouchers issued by us.

# **TERMS AND CONDITIONS**

#### I. Gift cards

### I. 1. Purchasing gift cards

- (1) Gift cards can be purchased in our online shop at https://www.storz-bickel.com. In addition to these Terms and Conditions for redeeming gift cards and discount vouchers, our General Terms and Conditions for selling products in our online shop apply to the purchase of gift cards. These can be accessed at https://www.storz-bickel.com/legal. The Terms and Conditions for redeeming gift cards and discount vouchers take precedence over our General Terms and Conditions for selling products in the online shop.
- (2) When you order a gift card you are able to select the requested value of the gift card (from €/\$ 20.00 to €/\$ 600.00) and add it to the cart by using the button "Add to cart". By sending the order via the online shop when you click the button "Buy now", you are submitting a binding offer for the gift card in the cart. Before you send the order you can change and review the data at any time. However, the offer can only be submitted and transmitted if you accept the Terms and Conditions for redeeming gift cards and discount vouchers as well as the Terms and Conditions for selling products in the online shop by clicking the button "Accept T&C" and consequently include them in your offer.

After receiving your offer, we will promptly send you an automatic acknowledgement of receipt via email, which will constitute acceptance of your offer at the same time (confirmation of order). With this email we will send you the contract text (consisting of the order, Terms and Conditions for redeeming gift cards and discount vouchers, Terms and Conditions for selling products in the online shop and the order confirmation) on a durable medium (email or paper printout) (contract confirmation). The contract text shall be saved while adhering to data protection.

- (3) After we have received your payment, you or the contact you entered in the recipient field will receive the ordered gift card with a 12-digit gift card code by email.
- (4) We specifically point out that you are entitled to a statutory right to cancel even for the purchase of a gift card, which we inform you about under Section 3 of our General Terms and Conditions for selling products in our online shop. These can be accessed at <a href="https://www.storz-bickel.com">https://www.storz-bickel.com</a>.
- (5) Shipping costs are not applicable for transmitting a gift card.

- (6) Our gift cards can be transferred.
- (7) Gift Cards are valid for a period of three (3) years from the date of issue (expiration date). In countries with a longer limitation period that deviates from this, the period prescribed by law in the respective country shall apply.

#### I. 2. Redeeming gift cards

- (1) Subject to these Terms and Conditions for redeeming gift cards and discount vouchers, gift cards can be redeemed when purchasing our products in our online shop at <a href="https://www.storz-bickel.com">https://www.storz-bickel.com</a>. Redeeming a gift card in any different online shop other than the aforementioned is excluded. Redeeming the gift card via phone, letter, fax or email is also excluded.
- (2) Gift cards can be redeemed for any of the products currently offered in our online shop.
- (3) Our gift cards include a 12-digit voucher code that must be entered in the order form of our online shop, either directly in the cart or during the payment process into the blank text field below "Redeem gift card". By entering and confirming the voucher code, the balance on the gift card will be credited towards your order.

However, your order by redeeming a gift card can only be submitted and transmitted to us if you accept the Terms and Conditions for redeeming gift cards and discount vouchers as well as the Terms and Conditions for selling products in the online shop by clicking the button "Accept T&C" and consequently include them in your order.

- (4) If the value of your gift card is not sufficient for your order, you can pay the difference between the order value and the balance by means of our offered payment methods pursuant to Section 7 of the General Terms and Conditions for selling products in our online shop. These can be accessed at <a href="https://www.storz-bickel.com">https://www.storz-bickel.com</a>.
- (5) If the value of the gift card exceeds the ordered amount, the remaining balance remains on the gift card until its expiry date. You can then use the voucher code for your next order and redeem the remaining amount.
- (6) Multiple gift cards may be redeemed per order.
- (7) You are allowed to combine gift cards and one (1) discount voucher.
- (8) If the order is properly canceled within the applicable period in accordance with our General Terms and Conditions for the Sale of Products via the Online Shop, available at <a href="https://www.storz-bickel.com">https://www.storz-bickel.com</a>, the credit redeemed when the order is placed will be credited as follows: If the order is placed as a guest, the redeemed credit will be credited to the redeemed gift card or the corresponding voucher code. When ordering via your customer account, the credit will be posted to the "Shop Credit" tab in the customer account.
- (9) After expiry of the gift card any (remaining) balance can no longer be redeemed.
- (10) Redeeming gift cards in the form of cash payments is excluded.

#### II. Discount voucher

#### II. 1. Receiving discount vouchers

- (1) We issue discount vouchers for free to our customers by regular mail or in digital format and grant the holder a discount on S&B products in our online shop on a percentage basis or determined by value.
- (2) Unless otherwise indicated on the voucher, discount vouchers can be transferred.
- (3) Discount vouchers are valid from the date of issue for the duration of the corresponding S&B campaign. The expiry date is explicitly stated on each discount voucher.

#### II. 2. Redeeming discount vouchers

- (1) Subject to these Terms and Conditions for redeeming gift cards and discount vouchers, discount vouchers can be redeemed when purchasing our products in our online shop at <a href="https://www.storz-bickel.com">https://www.storz-bickel.com</a>. Redeeming a discount voucher in any different online shop other than the aforementioned is excluded. Redeeming the discount voucher via phone, letter, fax or email is also excluded.
- (2) In principle, discount vouchers can be redeemed for any of the products currently offered in our online shop, unless a discount voucher is specifically limited to specific groups of S&B products or individual S&B products or includes other product restrictions.
- Voucher campaigns for specific groups of S&B products or individual S&B products are valid only while supplies last. Once these products are no longer in stock, you are not eligible for delivery of substitute products, substitute vouchers or any other claim for compensation.
- (3) Our discount vouchers include a discount code that must be entered in the order form of our online shop, either directly in the cart or during the payment process into the blank text field below "Apply discount code". By entering and confirming the discount code, the balance on the discount voucher will be credited towards your order.
- However your order by redeeming a discount voucher can only be submitted and transmitted to us if you accept the Terms and Conditions for redeeming gift cards and discount vouchers as well as the Terms and Conditions for selling products in the online shop by clicking the button "Accept T&C" and consequently include them in your order.
- (4) If a minimum order value is required for a S&B campaign, the purchase price of the selected S&B products is relevant for reaching the minimum order value. Shipping costs shall not be taken into account in this connection.
- (5) If the value of your discount voucher is not sufficient for your order, you can pay the difference between the order value and the balance by means of our offered payment methods pursuant to Section 7 of the General Terms and Conditions for selling products in our online shop. These can be accessed at <a href="https://www.storz-bickel.com">https://www.storz-bickel.com</a>.
- (6) If the value of the discount voucher exceeds the ordered amount, the remaining balance becomes invalid. You can apply each discount voucher or the corresponding discount code only once.
- (7) Only one discount voucher or one discount code can be redeemed for each order.
- (8) Each customer can only redeem one discount voucher pertaining to the campaign for each S&B campaign.
- (9) Combinations of discount vouchers from different S&B campaigns are not allowed. However, you can

combine a discount voucher with a gift card.

- (10) In the case of a cancellation of the order according to the rules within the applicable time period pursuant to our Terms and Conditions for selling products in our online shop, available at <a href="https://www.storzbickel.com">https://www.storzbickel.com</a>, we shall reimburse you the purchase price paid by you for the returned S&B product/s. The discount voucher becomes invalid and can no longer be redeemed. If a minimum order value is required in a S&B campaign and you cancel only a portion of your order,
- If a minimum order value is required in a S&B campaign and you cancel only a portion of your order, the discount voucher cannot be credited towards the remaining portion of your order if the minimum order value is not reached by the remaining S&B product/s. If the minimum order value is not reached, with respect to the cancelled portion of your order we will reimburse you only the difference between the purchase price paid and the purchase price to be paid for the remaining portion of the order without taking the discount voucher into account.
- (11) After expiry of the discount voucher, the discount will no longer be granted.
- (12) Redeeming discount vouchers in the form of cash payments is excluded. Furthermore, it is not possible to purchase a gift card with a discount voucher.
- (13) Retroactive crediting a discount voucher to an order that has already been placed is excluded.

#### III. Misuse

- (1) In the event of misuse of gift cards or discount vouchers and/or voucher and discount codes, in particular use of voucher or discount codes that violate these redemption conditions, we are entitled to refrain from fulfilling an order placed in this manner. You are not entitled to payment for the concerned gift cards or discount vouchers.
- (2) In the event of misuse pursuant to Paragraph 1, we furthermore reserve the right to claim for compensation.

# VI. Liability

The following applies to any damages that you incur in connection with purchasing and redeeming gift cards or redeeming discount vouchers:

- (1) In the case of a specifically expressed guarantee, we shall be liable for intentional and grossly negligent violations of duty and any injuries to life, body or health that we are responsible for. For property damages and financial loss due to ordinary negligence, we shall be responsible only in the event of violation of material contractual obligations (so-called cardinal obligations), i.e. an obligation, fulfillment of which allows contract performance in the first place and compliance with which the customer normally relies on and may rely on, however, limited to the foreseeable damage typical for the contract. In any other case, our liability is excluded.
- (2) The extent that our liability is excluded or restricted also applies to the personal liability of our employees, legal representatives and vicarious agents.

## V. Applicable law

The laws of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Legal provisions for restricting the choice of law and applicability of mandatory rules and regulations, especially of the country of your main residence as a consumer, remain unaffected.

#### VI. Precedence of the German version of the Terms and Conditions

These Terms and Conditions for redeeming gift cards and discount vouchers are made available on our homepage in several languages. We specifically point out that exclusively the German Terms and Conditions are relevant for any legal effects. Please take note of the precedence of the German Terms and Conditions, especially in the event of deviations between the different language versions, as well as in any other cases of doubt.