

TERMS AND CONDITIONS

General Terms - hempshopper.com

These general terms ("General Terms") are applicable to any use of the webshop on the website www.hempshopper.com and any underlying or related webpage ("Website"), as well as any services available on the Website and to any and all offers, orders and agreements connected therewith of Hempshopper. If you do not agree with these General Terms, you may not order any products on the Website or in any other way use the Website.

We advise you to read the General Terms carefully to ensure that you are aware of your rights and obligations. The General Terms can be downloaded and printed here.

The webshop on the Website is offered to you by Hempshopper, a company established and existing under the laws of The Netherlands, having its registered office in (1012SE) Amsterdam, the Netherlands, at Nieuwezijds Voorburgwal 80.

Article 1 - General

You acknowledge and guarantee that by using the Website you have reached the age of 19 years. The Website is intended solely for persons who are 19 years of age or older, and any registration, use or access to the Website by anyone under the age of 19 is unauthorized, unlicensed, and in violation of these General Terms.

Hempshopper reserves the right, in its sole discretion, to terminate your access to all or any part of the Website and/or your personal environment in the Website (Account) including your information at any time for any reason whatsoever without prior notice or liability. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the General Terms (b) requests by law enforcement, (c) unexpected technical or security issues or problems, and (d) extended periods of inactivity.

Hempshopper is at all times authorised to amend or supplement these General Terms. The most up-to-date General Terms can always be found on the Website. The amended or supplemented General Terms will be brought to your attention in your Account. If you continue to use the Website after the General Terms have been amended or supplemented, by such action you irrevocably accept the amended or supplemented General Terms. If you do not agree to the amended or supplemented General Terms, your only option is to cease using the Website and to terminate your Account.

Article 2 - Account

To use the Website to order products Hempshopper requires certain information from you. Please read this Privacy Policy for more detailed information. You undertake to duly comply with all instructions stated on the Website by, among other things, providing true, accurate, current and complete

information about yourself. You undertake to update information about yourself within ten (10) days of any changes.

For a tailored shopping experience you can register an Account on the Website. It is not permitted to create an Account using the name of another person or company. During registration, you must provide a user name, e-mail and password (Login Details) with which you can gain access to your Account.

You will receive an email including your Login Details upon completing the registration process on the Website. You are responsible for maintaining the confidentiality of the Login Details, and are fully responsible and liable for all activities that occur with your Account. You agree to (a) immediately notify Hempshopper of any unauthorized use of your Login Details or Account or any other breach of security, and (b) ensure that you exit from your Account at the end of each session. Hempshopper cannot and will not be liable for any loss or damage arising from your failure to comply with this article.

You hereby agree to indemnify and hold harmless Hempshopper against any and all claims which might be incurred as a consequence of any use or abuse by any unauthorized person of your password or account.

Article 3 - Products and Orders

You agree that the use of the Website including the webshop is at your sole risk. You agree that all products, including but not limited to waterpipes, glass tubes and pipes displayed, advertised or sold within the Website are expressly intended for ornamental purposes, collector purposes or for use with legal smoking products or other lawful purposes only. No other use for these items in any way is either intended or condoned by you or Hempshopper.

Unless otherwise specified by Hempshopper, all offers made by Hempshopper are without commitment until you have received confirmation of your order from Hempshopper, by which the agreement between you and Hempshopper for the purchase of a product (Agreement) is concluded. Neither manifest errors nor minor misstatements in the information concerning the products on the Website, including the images, bind Hempshopper.

You declare that you are aware of the technical steps leading to the conclusion of the Agreement, whether the Agreement shall be archived and is accessible, and the languages in which the Agreement can be drawn up. You will be shown a summary of your selected products before the order is placed. In this summary, you are given the opportunity to adjust the order before the products are ordered.

Article 4 - Price and Payment

All prices stated by Hempshopper are in Euros and inclusive of value added tax (VAT), other government levies and the delivery costs of the product, unless otherwise stated. You can pay the amount due by the method specified on the Website.

You will be in default by operation of law, without any notice of default or warning being required, if and as soon as the direct debit is rejected or reversed or if you fail to pay any of Hempshopper invoices within the specified payment term. In addition, you will owe statutory interest on the outstanding amount, calculated from the date of the default to the date of payment in full.

If, following a demand for payment or notice of default, you continue to fail to pay the amount due in full, Hempshopper may pass on the claim to a debt collection agency. In that event, any and all costs incurred by Hempshopper in connection with overdue payments, such as litigation costs and legal and other costs, including the cost of legal assistance, bailiffs and collection agencies, calculated in accordance with the graduated scale of extrajudicial collection costs, will be at your expense with a minimum of EUR 40,--.

Article 5 - Delivery and shipping info

The products purchased by you on the Website are delivered to the address specified by you for that purpose. Delivery will be made only after your payment has been received, unless you have opted for payment in arrears. During the transportation of the product(s) Hempshopper will carry the risk of damage, theft or loss. At the moment of delivery of the product(s) the risk passes to you.

If no other delivery period is agreed upon, the delivery shall occur within 30 (thirty) days of purchase. If you are not at home at the time of the delivery a redelivery may need to be arranged. The costs of redelivery of the products ordered by you will be at your expense.

In case Hempshopper is not able to deliver the product(s) within 30 (thirty) days, Hempshopper shall inform you immediately in writing in which case you are entitled to terminate the Agreement by notifying such in writing to Hempshopper. Hempshopper will repay the amount paid by you into an account specified by you within 30 (thirty) days at the latest, without incurring any other or further liability.

If any product ordered by you is not or no longer available, Hempshopper will be entitled to ship an alternative product. Hempshopper will notify you of that fact as soon as feasible, but at any rate upon delivery of the product.

The alternative product is of at least equal quality and price and, to the extent possible, has the same features as the ordered product. If no alternative product is available or deliverable, Hempshopper will repay the amount paid by you into an account specified by you within 30 (thirty) days at the latest, without incurring any other or further liability.

Article 6 - Returns and Complaints

After receiving the products, you are entitled to terminate the Agreement without giving reasons within 14 (fourteen) days provided that the products are still factory sealed. You have to inform Hempshopper of the termination via email and have to return the products immediately.

The costs of the return shipment will be at your expense, unless the return shipment involved an alternative product within the meaning of article 5. You bear the risk during this transportation. In the event payments have already been made, Hempshopper shall, after receiving the products concerned, refund the money of this Agreement & including shipment costs to you within 30 (thirty) days.

You can file a complaint relating to the Website with Hempshopper by filling out the contact form on the contact page of the Website. Hempshopper will respond to the complaint as soon as feasible.

Complaints with respect to the delivered products will only be handled if communicated to Hempshopper within 30 (thirty) days of delivery of the products, with a detailed description of the

nature and extent of the concerning defect. After this period has expired, the delivered products are deemed to have been found satisfactory and the delivery has been unconditionally accepted.

If Hempshopper is of the opinion that a complaint is justified, it is obliged only to deliver replacement products as soon as possible without you being entitled to compensation for any damages. The costs of both return consignments, repair and/or replacement will be paid by Hempshopper.

The obligations of Hempshopper referred to in this article will not be applicable in the event that the defect to a product has been fully or partially caused by any incorrect, improper, careless or incompetent use and/or if you have made any modifications to the products.

Article 7 - Privacy

When visiting the Website, ordering a product and setting up and using an Account, you provide personal data to Hempshopper. These personal data are and will be processed in accordance with the provisions of Hempshopper Privacy Policy and the applicable laws and regulations. The Privacy Policy can be found here.

Article 8 - Warranty and Indemnifications

You accept that the Website is provided only with the functionality and other features as they are at the time of use (on an 'as is' and 'as available' basis). Hempshopper does not warrant that the Website is available at all times without interruption and error-free or that the information on the Website, including but not limited to the delivery period and the stock level indicator, is accurate, up to date and complete at all times. Hempshopper disclaims all warranties, either express or implied, including, but not limited to, warranties of condition, quality, merchantability, fitness for a particular purpose and non-infringement.

You warrant that, when using the Website and/or the Account, you will refrain from:

- (i) using robots, spiders, scrapers or other applications;
- (ii) performing acts that place unreasonable and/or disproportionate demands on the Website's infrastructure and/or interfere with the Website's functionality;
- (iii) using applications that monitor the Website and/or copy parts of the Website; and/or
- (iv) use for illegal purposes or in violation of the General Terms and any applicable law or regulation. You indemnify and hold harmless Hempshopper against all possible loss or damage suffered and costs incurred by Hempshopper as a result of claims by third parties arising from:
 - (i) any act performed by you in using the Website and/or the use of your Account;
 - (ii) any act performed by you that violates these General Terms and/or any (intellectual property) rights of third parties;
 - (iii) any act performed by you in ordering and/or taking delivery of products; and/or
 - (iv) any wrongful act committed by you.

You will be obliged to compensate Hempshopper for any and all costs incurred and loss or damage suffered by the latter relating in any way whatsoever to such claims.

Hempshopper does not guarantee that customs does not confiscate the products ordered by you. If such is the case Hempshopper will not refund any payments to you.

Article 9 - Liability

Hempshopper liability for any attributable failure to perform its obligations, by reason of a wrongful act or otherwise, is limited per event (with a series of connected events counting as one event) to compensation for the direct loss or damage suffered by you not exceeding the actual amount paid by you for the product ordered. However, Hempshopper Shop will not in any event be liable to pay an amount exceeding EUR 100,-- (in words: one hundred euros).

'Direct loss or damage' is understood to mean exclusively:

property loss or damage;
reasonable costs incurred to prevent or limit the direct loss or damage anticipated as a result of the event giving rise to liability; and
reasonable costs incurred to ascertain the cause of the loss or damage.

Any liability on the part of Hempshopper for loss or damage other than direct loss or damage (i.e. indirect loss or damage), including but not limited to consequential loss or damage, loss of and/or damage to data, loss of profit and loss of turnover, lost savings, reduced goodwill, loss due to business interruption and loss or damage due to claims your customers, is excluded.

Hempshopper will not in any event be liable in any way whatsoever for loss and/or damage caused by:

work, problems, interventions, modified or impaired functionality or other circumstances affecting the availability and/or use of the Website or the Account;
the temporary or permanent unavailability or breakdown of the Website or the fact that the information on the Website is inaccurate, out of date or incomplete;
your failure to ensure that the data provided within the meaning of article 2 are up to date, complete and/or accurate;
any unauthorised access to or use of the your Account and/or the Website by third parties; or
any incorrect, improper, careless or incompetent use of a product and/of if you have made any modifications to a product.

The limitation of liability set out in this article does not apply in the event of an intentional act or omission or wilful recklessness on the part of Hempshopper and/or its management.

A claim for compensation cannot be considered unless you have notified Hempshopper in writing of the loss or damage as soon as feasible after its occurrence. All claims for compensation against Hempshopper will be barred by the mere expiry of a period of 12 (twelve) months after their inception.

Article 10 - Evidence

The administration of Hempshopper counts as, unless the contrary is proven, conclusive evidence of the orders which are given by you and your payments to Hempshopper. You acknowledge that electronic communication can be used in evidence.

Article 11 - Intellectual Property Rights

The intellectual property rights and related rights such as copyright, trademark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights, as well as rights to know-how

and sui generis intellectual property rights (Intellectual Property Rights) with respect to the Website and with respect to the information made available through the Website, including but not limited to texts, look and feel, and video, audio, visual or photographic material, are vested in Hempshopper and/or its licensors.

Unless with permission from Hempshopper or the relevant entitled party or permitted by mandatory law, you are explicitly prohibited from downloading, copying, amending, reverse engineering, publishing and using any information made available through the Website for any direct or indirect commercial purposes or any other purposes other than those referred to in the General Terms.

You may not remove, obscure, conceal or modify any notices or statements relating to Intellectual Property Rights.

No part of the General Terms is intended to transfer any Intellectual Property Rights to you. You undertake to refrain from performing any acts that may infringe on the Hempshopper Intellectual Property Rights, including filing applications for registration of domain names, trademarks or Google AdWords that are similar or identical to any item to which Hempshopper holds the Intellectual Property Rights.

Article 12 - Third party's website

Occasionally, the Website may make available a link to a third party's website. These linked websites are not under Hempshopper control and Hempshopper is not responsible for any content, advertising, offers, services, products or other materials on or available from any linked website or any link contained in a linked website, or any changes or updates to such sites.

Article 13 - Miscellaneous

These General Terms constitute the entire agreement of the parties and supersede any and all prior and contemporaneous agreements of the parties relating to the subject matter. If any provision of these General Terms is determined to be invalid or unenforceable, then such invalidity or unenforceability shall not have any effect on any other provision of these General Terms, all of which shall remain in full force and effect.

These General Terms are governed by Dutch law, unless mandatory law dictates the applicability of the laws of another country. The Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is explicitly excluded from application. Any dispute that may arise between you and Hempshopper will be submitted to the competent court in the district of Amsterdam, the Netherlands, unless mandatory law dictates that the dispute must be submitted to a different court.

Hempshopper may assign its rights and obligations arising from the General Terms to third parties. Hempshopper will notify you of any such assignment in a timely manner. You may cease using the Website and terminate your Account if you do not accept the assignment of obligations to a third party.

Hempshopper is a trade name of

Funky Farmers

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