

EVRI LIMITED WARRANTY

1. *What is covered by this warranty?*

Zipline Innovations, LLC (“Dip Devices™”) warrants, to the original purchaser, if the purchaser is of legal age and the purchase is made from Dip Devices™, an authorized retailer, or an authorized reseller approved by Dip Devices™, that the body and wiring of EVRI is free from defects in material and workmanship. This warranty expires thirty (30) days from the date of retail purchase; provided, however, that if the retail purchase is registered with Dip Devices™ at dipdevices.com/register within 30 days of purchase, then the warranty expires ninety (90) days from the date of retail purchase (the “Applicable Warranty Period”). This warranty is not transferable to subsequent purchasers and is not applicable to purchase through an unauthorized third-party reseller (e.g., eBay or Craigslist).

2. *What is NOT covered by this warranty?*

Dip Devices™ does not warrant: (a) the Vapor Tip Attachment, 510/Refillable Pod Attachment, or any other consumable products that are readily available for purchase; (b) damage caused by use of EVRI other than as permitted or described in the device documentation; (c) damage caused by disasters such as fire, flood, wind, lightning, or other external cause; (d) damage caused by exposure to moisture (e.g., liquid, water, rain, humidity, or heavy perspiration) or other thermal or environmental conditions (e.g., sand, food, or dirt); (e) damage caused by concentrates or the concentrate adapter; (f) damage caused by modification to any part of the device; (g) damage caused by attachments, accessories, or spare parts not made by Dip Devices™ for EVRI; (h) damage caused by attachments, accessories, or spare parts made by Dip Devices™ for EVRI but where usage thereof did not conform with normal or recommended usage; (i) cosmetic damage occurring through normal wear and tear (e.g., scratches, dents, and broken plastic); (j) any device where the serial number has been tampered with, erased or obscured, or is not genuine; (k) damage caused by failure to adhere to cleaning instructions; (l) degradation of batteries not under normal performance; or (m) damage caused by any other accident, abuse, or misuse by the purchaser. In addition, opening, disassembling, or tampering with EVRI in any way voids this warranty.

3. *How do I claim warranty service?*

If the purchaser discovers within the Applicable Warranty Period a defect in material or workmanship on the battery, body, or wiring of EVRI, the purchaser must promptly notify Dip Devices™ at Support@dipdevices.com or call 844-922-VAPE (8273). Please include in the warranty support request as many details as possible regarding the problem experienced. If no date of purchase is registered or no record of the purchase date is provided by the purchaser (e.g., a copy of the original, dated purchase receipt) or otherwise available to Dip Devices™ at the time warranty service is requested, the start/end dates of the Applicable Warranty Period will be determined by the EVRI manufacture date using the device serial number. Dip Devices™ will not honor any notification received after the last day of the Applicable Warranty Period.

Dip Devices™ may request additional details about the device, including pictures or videos, and may attempt to troubleshoot common issues before approving warranty services. For a valid warranty claim, Dip Devices™ will provide a shipping label for the device. Purchasers may be responsible for shipping and handling costs to return the device for warranty service. Dip Devices™ strongly

encourages purchasers to send returns with a tracking number or delivery confirmation number. Dip Devices™ is not responsible for lost or damaged returns.

Dip Devices™ has the sole discretion under this warranty to repair or replace the device. The cost to ship a repaired device or replacement device is not covered by this warranty; pre-payment of shipping charges may be required before Dip Devices™ returns the device. These remedies are the purchaser's only remedies for breach of warranty.

4. DISCLAIMER OF WARRANTY

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF REMEDIES; LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND DIP DEVICES™ ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. DIP DEVICES™ LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY THE PURCHASER FOR THE EVRI, NOR SHALL DIP DEVICES™ UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY. DAMAGES THAT DIP DEVICES™ WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF USE OF THE DEVICE OR ANY ASSOCIATED PRODUCT; DOWNTIME; INCONVENIENCE; AND INJURY TO PROPERTY. THE FOREGOING LIMITATION WILL APPLY EVEN IF DIP DEVICES™ HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6. No other warranties

Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all oral or written prior agreements and all other communications between the parties relating to the subject matter of this agreement, including statements made by salespersons and retailers. No employee of Dip Devices™ or any other party is authorized to make any warranty in addition to those made in this agreement.

7. Allocation of risks

This agreement allocates the risks of EVRI failure between Dip Devices™ and the purchaser. This allocation is recognized by both parties and is reflected in the price of the goods. The purchaser acknowledges that it has read this agreement, understands it, and is bound by its terms.

Some states and/or provinces do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to all purchasers. This warranty gives purchasers specific legal rights, and purchasers may also have other rights which vary from state to state.

8. Counterfeit Devices

The fight against unauthorized and counterfeit devices is a long-term commitment to quality and service by Dip Devices™. Dip Devices™ advises consumers to be cautious when purchasing devices from unauthorized resellers. While Dip Devices™ would like to help victims of counterfeiting, it is unable to reimburse money used to purchase infringing or counterfeited devices, nor does it assist with the resolution of disputes.