

§1 Scope

(1) The following terms and conditions form an integral part of any contract between Kannaway Europe sp. z o.o., Przemysłowa 6, 05-092 Blizne Łaszczyńskiego, Poland, VAT ID. 1182153795, REGON 368316614, represented by the Managing Director, business location in said place, e-mail address: supporteurope@kannaway.com, tel. 22 2998200, available from 9:00 – 17:00, (hereafter referred to as the 'SELLER') and the customer.

(2) The SELLER offers products for sale via its online store. The SELLER provides its services based solely on these terms and conditions, which can be viewed at all times on this website and are sent to the customer by email in the event a contract is concluded.

(3) If you have cause for complaint, you may contact us using the information provided in the first paragraph.

§ 2 Conclusion of the Contract

(1) The presentation of goods, especially on the Internet, does not represent a binding offer from the SELLER.

(2) The customer can then choose freely from the offer and add goods to the shopping cart by clicking the "Add to shopping cart" field. The customer can empty the basket at any time by changing the number of products or by ending the order process by closing the browser window. The changes can be made using a mouse and keyboard. By clicking on the 'Shopping Cart' button the customer is redirected to a page where they can register as a customer if he/she still has no access data, or he/she can log in as an existing customer. For this purpose, a username together with a password and contact information are to be entered. If he/she do not visit the online store via a subdomain of a brand ambassador, he/she will also be asked to enter the sales partner's ID of his/her consultant, but an order is also possible without this input. In the shopping cart, the customer can choose the shipping method as well as the payment method. In the event that the customer still wants to make changes to his/her order, he/she can do this directly in the shopping cart. The terms and conditions can be viewed in the shopping cart by clicking on a button and printed, if necessary; these must be confirmed by clicking on the button. If no more changes need to be made to the order, the order transaction can be completed by clicking on the "BUY" button and a binding order is then made. The receipt of the order is confirmed by email to the

customer immediately after completion of the order process. We store your order and the order data you entered in accordance with the accompanying privacy policy.

(3) The customer is informed of the receipt of the order by email. This order confirmation simultaneously represents the acceptance of the purchase contract by the SELLER.

§ 3 Privacy Statement

(1) The privacy policy of the SELLER can be found below.

(2) You can visit our site anonymously. At any website access, however, your Internet browser automatically transmits the following data to our web server: the date and time of access, the sender IP address, the requested resource, the HTTP method and the HTTP user-agent header. However, our web server stores this information separately from other data; it is not possible for us to assign this data to a specific person. After an anonymous evaluation for statistical purposes this information will be deleted immediately.

(3) The SELLER uses cookies to be able to allocate requests and requirements of the interested person. C-session cookies enable the SELLER to measure the frequency of page views and general navigation. Our session cookies are characterized by the fact that they are automatically deleted from your hard disk 60 minutes after placing the cookie. The following information is saved in the session cookie: name: the cookie name; content: the session ID generated by the website; domain: the website accessed; transmission: any connection type. The session cookie does not affect your privacy. No data from you is read and stored, only technical data generated by the system itself. These session cookie data have the purpose to make the use of the website correct, amongst others this way the shopping cart can be displayed correctly. Of course, you can always reject cookies, if permitted by your browser. Please note that certain features of this website may not or may only partially be used if you set your browser in a manner that it does not accept any cookies (from our site).

(4) Personal data is only collected if the customer voluntarily provides it as part of the order or registration process. The SELLER uses the personal data submitted (e.g. title, name, address, e-mail address, telephone number, fax number, credit transfer data) without prior explicit consent in accordance with the provisions of the German Data Protection Law solely for the purpose of fulfilling the contract.

(5) The personal data of the customer are forwarded to the freight forwarder and/or payment service provider to the extent that this is necessary for the payment and/or delivery of the goods for the purpose of the fulfillment of the contract, namely the delivery or payment. The payment service provider and forwarding agent is also required to only use the customer's personal data in accordance with the provisions of the German Data Protection Act.

(6) With the full completion of this contract, including the full payment of the agreed charges, the customer's data will be deleted. Data that must be kept for tax or commercial reasons will be blocked after completion of the contract, unless the customer has expressly consented to the further use of his/her personal data.

(7) The customer is entitled at any time to request, free of charge, information concerning his/her data as well as to change, block, or delete his/her data. If the customer wants further information about the storage of his/her personal data or the cancellation, blocking or modification of the data of the prospective customer, a support contact is available under the e-mail address supporteurope@kannaway.com or under the postal address mentioned in § 1.

(8) This privacy policy can be accessed and downloaded on the SELLER'S website at any time.

§ 4 Delivery Conditions

(1) The delivery is made - unless otherwise agreed - from the warehouse to the address provided by the customer. The delivery is made within 7 working days, whereby as working days shall be regarded Mondays to Fridays, excluding public holidays. The start of the delivery period begins on the day after you issued the payment order, which means the payment via PayPal or granting the transfer order to your bank.

(2) If the SELLER incurs any additional shipping costs due to a wrongly specified delivery address or recipient, these costs must be reimbursed by the customer unless he/she is not responsible for the false declaration.

§ 5 Shipping / Shipping Costs

The SELLER currently only delivers within the EU, Switzerland and Norway. The shipping costs to Poland are 5.00 €. The shipping costs to Switzerland and Norway can be found [here](#). The shipping costs to all other states are 10.00 €

§ 6 Payment Terms

(1) The customer can pay by advance payment, credit card, SEPA direct debit mandate as well as immediate payment .

(2) All prices represent total prices including statutory turnover tax, but plus shipping costs.

§ 7 Reservation of Ownership

The good remains the property of the SELLER until full payment.

§ 8 Revocation Instruction

Right of cancellation

The customer has the right to cancel this contract within fourteen days without specifying any reasons.

The cancellation period is fourteen days from the date on which you or a third party specified by you, other than the carrier, takes or took possession of the goods ordered.

To exercise your right to cancellation, you must notify us,

Landmark Global

Świerkowa 1A

05-850 Bronisze

Poland

Email address: supporteurope@kannaway.com

Telephone number:

EN: +48 22 299 82 00

FR: +48 22 299 82 01

DE: +48 22 299 82 02

CZ: +48 22 299 82 03

PL: +48 22 299 82 04

that you have decided to withdraw from this contract by means of a clear declaration (e.g. a letter sent by mail or email). The attached sample cancellation form may be used for this purpose, but this is not obligatory.

Timely submission of the cancellation notice before the end of the cancellation period is sufficient for the purpose of observing the cancellation deadline.

Consequences of cancellation

If you cancel this contract, we shall refund all payments that we have received from you, including delivery costs (with the exception of any additional costs incurred by your choice of another mode of delivery other than the least expensive standard delivery offered by us) immediately and at the latest within fourteen days of receipt of your notice of cancellation. We use the same method of payment to refund the customer that was used for the initial transaction, unless otherwise expressly agreed; in no instance shall the customer be charged fees for this refund. We may withhold the refund until the goods have been returned or until the customer has demonstrated the return of the goods, whichever occurs first.

You must return or hand over the goods to us immediately, in any event no later than fourteen days from the date on which you notified us that you were cancelling this contract. The deadline shall be deemed to have been observed if you send the items before the fourteen-day deadline has expired.

You shall bear the direct costs of returning the goods.

You are only obliged to compensate any possible loss of value of the goods, if this loss of value arose from an improper handling of the goods that was not required for purposes of inspecting their condition, properties, and functioning.

Sample Cancellation Form

(If you would like to cancel the contract, please fill out this form and send it back to us.)

To the

Landmark Global

Świerkowa 1A

05-850 Bronisze

Poland

Email address: supporteurope@kannaway.com

- I/We (*) hereby cancel the contract that I/we (*) concluded for the purchase of the following goods (*) / for the provision of the following services (*):

- Ordered on (*) / received on (*)

- Customer's name(s)

- Customer's address

- Customer's signature(s) (only required for notices provided on paper, i.e. by post or fax)

- Date

(*) Delete as applicable

Before sending back your product, please contact supporteurope@kannaway.com to get a RMA number that will help us identify your return.

§ 9 Voluntary 30-Day Right to Return

(1) As a Retail Customer, you have 30 days from the date of purchase to initiate a return for the following:

1. Your initial order of product placed, opened or unopened
2. Any first-time order of a product; opened or unopened. This applies to any order you place.

(2) The following items are non-refundable, except as required by law: shipping fees, administrative fees, seasonal products, discontinued or promotional items. You are required to return all opened and unopened containers, as applicable, to receive a refund.

(3) If eligible for a refund, Kannaway will credit the original form of payment within 30 days of the product being logged as returned by our distribution center. All volume associated with the sale of the product(s) will be deducted once the refund is issued.

(4) Kannaway reserves the right to decline a refund if a Return Merchandise Authorization

(RMA) was not issued prior to returning the product(s).

§ 10 Liability for Defects / Limitation of Liability

(1) The customer has statutory warranty rights. Concerning the warranty rights, the statutory provisions shall apply unless otherwise stipulated in the following limitations of liability with respect to compensation.

(2) The SELLER is only liable for - with the exception of injury to life, body and health and the violation of essential contractual obligations (delivery and transfer of ownership of the good) - damage caused by willful misconduct or gross negligence. This also applies to indirect consequential damages, especially loss of profits.

(3) The liability is limited to - except for willful or grossly negligent conduct or damages resulting from injury to life, body and health and the violation of essential contractual obligations (delivery and transfer of ownership of the good) - the amount foreseeable and typical to the contract damage at the time the contract is concluded. This also applies to indirect consequential damages, especially loss of profits.

(4) The limitation of liability set out in paragraphs 1 and 2 shall also apply for the benefit of the SELLER'S agents.

(5) The liability under the German Product Liability Act remains unaffected.

§ 11 Information on Dispute Resolution

The European Commission provides a platform for online dispute resolution which can be accessed under: <http://ec.europa.eu/odr>.

(2) The SELLER always endeavors to resolve any disputes arising out of the contractual relationship in a consensual manner. However, the SELLER does not participate in a proceeding provided by a consumer's conciliation body recognized by the state. Legal action may be taken at all times.

§ 12 Final Provisions

(1) The law of the Federal Republic of Germany shall apply, with the exclusion of the UN Sales Convention. Mandatory provisions of the country in which the customer has their habitual residence remain unaffected.

(2) The contractual language is English.

Terms and conditions as of: 02/11/2017