

TERMS AND CONDITIONS

By using our website to contact us for any reason, you are agreeing to these Terms and Conditions and our Privacy Statement which can be read [here](#).

1. INTRODUCTION

FUMMO and affiliates ("we" or "us" or "our") provide the information contained on our website to visitors ("visitors" or "you" or "your") subject to the Terms and Conditions set out on this page as well as those contained in our Privacy Statement and any other relevant terms and conditions, policies and notices which may be applicable to a specific section of the website.

2. PRODUCT SPECIFIC TERMS & CONDITIONS

2.1 AGE RESTRICTION

You must be eighteen (18) years of age to purchase our products. FUMMO will not sell products to minors and we reserve the right to cancel any transaction based on our sole discretion where we believe the purchaser intends to purchase products on behalf of a minor

2.2 PRODUCT USE

The electronic cigarette does not cure a smoker's addiction to nicotine, it merely serves the same purpose as a tobacco cigarette - it delivers nicotine to the user. If you suffer from the disease of Tobacco/Nicotine Dependence Syndrome we recommend you visit your health care provider to discuss NRT (Nicotine Replacement Therapy) or a nicotine harm reduction programme. We are not a pharmaceutical company and we do not manufacture or sell medicinal products. We recommend that you seek independent advice or information from your own medical health practitioner prior to your use of any of our products. It should be noted that nicotine, in high doses, can be harmful. In concentrations above 2.5% (25mg/ml) nicotine is classed as a poison. Therefore on some products we are required to publish warnings and safety information, which you can read on the respective product pages. You agree that these products are to be used at your own risk. Under no circumstances will FUMMO be held responsible or liable, directly or indirectly for any loss or damage that is caused or alleged to have been caused in connection with use of, or reliance on any product we supply. All our flavourings are certified as safe for general food use under European and/or USA food safety regulations. There is currently no regulation for production of flavourings for inhalation. That said, lipid containing oils, colourings, diacetyl, acetoin and acetyl propionyl have all been shown to be harmful through inhalation. None of our liquids contain these components. Even so, FUMMO cannot be held responsible for any claim or damage arising from the use of food flavourings in electronic cigarettes. As with smoking cigarettes, the use of personal vaporisers and the use of food-safe flavourings is undertaken by the user wholly at their own risk. Goods are NOT supplied on a trial basis or on a 'use or return' basis.

2.3 SALES TAXES (VAT)

All our products are duty paid in the United Arab Emirates and the purchase price includes VAT (sales tax) at the current rate (5%) where appropriate.

3. GENERAL

3.1 ENTIRE AGREEMENT

These website Terms and Conditions constitute the sole record of the agreement between you and FUMMO in relation to your use of the website and products. Neither you nor FUMMO shall be bound by any express tacit or implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated these website Terms and Conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and FUMMO.

3.2 ALTERATION

FUMMO may at any time modify any relevant terms and conditions, policies or notices. You acknowledge that by visiting the website from time to time, you shall become bound to the current version of the relevant Terms and Conditions (the "current version") and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the website.

3.3 CONFLICT

Where any conflict or contradiction appears between the provisions of these website Terms and Conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the website shall prevail in respect of your use of the relevant section or module of the website.

3.4 ACCEPTABLE BEHAVIOUR

FUMMO reserve the right to conduct business with only those parties that they deem fit and to refuse service to anyone for rude and obnoxious behaviour, misrepresentations of any kind, violations of general internet policies such as spam and/or continual customer complaints for products and/or services offered.

3.5 CESSION

FUMMO shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of any relevant terms and conditions, policies and notices to any third party.

3.6 SEVERABILITY

All provisions of any relevant terms and conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

3.7 APPLICABLE LAWS

Any relevant terms and conditions, policies and notices shall be governed by and construed in accordance with the laws of Great Britain without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the High Court of Great Britain in respect of any disputes arising in connection with the website, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith.

3.8 COMMENTS OR QUESTIONS

If you have any questions, comments or concerns arising from the website, the privacy policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact us.