

TERMS & CONDITIONS

PLEASE READ CAREFULLY

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

All of our products are traditionally and solely intended for tobacco use or concentrated essential oils, by legal adults. You must be 18 years old (21 in some areas) to purchase anything from this website. It is your sole responsibility to know your state and local laws regarding the possession and use of tobacco pipes and accessories. Although this site may be linked to other sites, tokersupply.com is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the linked site, unless specifically stated therein. By entering this site you acknowledge and agree that tokersupply.com has not reviewed all the sites linked to this site and is not responsible for the content of any off-site pages or any other site linked to this site. Your linking to any other off-site pages or other sites is at your own risk.

US Code 21-863 refers to ALL materials used to manufacture tobacco accessories; metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes. In specific, pipes with carburetion devices (third holes) are considered to be paraphernalia regardless of the material used to manufacture the pipe. Traditional tobacco accessories like pipes, cigar and cigarette holders and hookah/sisha pipes are not included in the list of Contemporary accessories. U.S. vs. Posters & Things (Supreme Court - 1996) upholds this code as the OBJECTIVE standard by which paraphernalia is judged. Further, it describes other relevant factors in this determination to include whether the owner is a licensed distributor or retailer of tobacco products. Ten states have adopted USC 21-863 as state law, three more are in the process of adoption. All other states have either less rigorous SUBJECTIVE (intent) statutes or no law on this subject at all! All of our glass pipes conform to RTDA guidelines for bowl depth and width.

By entering this site you acknowledge and agree that this site will only be construed and evaluated according to New York law. If you use this site from other locations, you are responsible for compliance with any and all applicable local laws. tokersupply.com makes no representations that the materials contained within this site are appropriate for locations outside New York. Any and all information contained in this site, including but not limited to information related to products and services, applies only to those provided or offered in New York. Toker Supply reserves the right to refuse service/goods.

Purchases of Tobacco Products and Electronic Cigarettes

If you purchase any tobacco products from the Toker Supply Site and you are under the legal age to purchase tobacco and/or tobacco accessories including, but not limited to, water pipes, you are subject to local prosecution and fines. Your legal guardians shall be solely liable for any damage resulting from any infringement of such applicable laws.

You agree that any tobacco products, accessories, or supplies purchased by you will be used for lawful purposes, including tobacco or legal blend (as defined in your Municipality) use only and that it is legal in your country and/or state to purchase tobacco-related products.

Use of these products is entirely at the risk and discretion of the user and Toker Supply will not be responsible for any use or misuse of the products sold herein.

SURGEON GENERAL'S WARNING: Smoking Causes Lung Cancer, Heart Disease, Emphysema, and May Complicate Pregnancy. Quitting Smoking Now Greatly Reduces Serious Risks to Your Health. Smoking By Pregnant Women May Result in Fetal Injury, Premature Birth, And Low Birth Weight. Cigarette Smoke Contains Carbon Monoxide.

If you purchase any vaporizers and/or electronic cigarettes, you agree that they are not a medical device. The information on the The Toker Supply Site is not intended to be used as a diagnosis, treatment, or cure. Some people may experience an allergic reaction or other side effects of aromatherapy vapors and/or electronic cigarettes. Please consult your physician prior to using a vaporizer and/or electronic cigarette, or if you experience any adverse effects. Vaporizers and/or electronic cigarettes are intended for aromatherapy, delivery of aromatic blends, or smokeless use of tobacco only.

Electronic cigarettes are not for use by persons under legal smoking age. Toker Supply will not be responsible for improper use of any electronic cigarettes sold on the Site. Keep out of reach of children and pets. If swallowed, electronic cigarettes can present a choking hazard. Nicotine is addictive and can be toxic if inhaled or ingested and may cause irritation if it comes into contact with your eyes or skin. Wash immediately with soap and water upon contact. Like other products with nicotine, you should not use electronic cigarettes if you are pregnant or breastfeeding, have or are at risk of heart disease, high blood pressure, diabetes, if you are taking medicines for depression or asthma or if you are allergic to nicotine, propylene glycol, or any combination of inhalants. Discontinue use and consult a physician if you experience symptoms of nicotine misuse such as nausea, vomiting, dizziness, diarrhea, weakness or rapid heartbeat. Electronic cigarettes do not treat, diagnose or cure any disease, physical ailment or condition. They are not marketed for use as a smoking cessation product and are not intended for use by non-smokers. The electronic cigarettes sold on the Site and the statements made herein have not been evaluated by the FDA, or any other health or regulatory authority. **WARNING: Electronic cigarettes with nicotine contain a chemical known to the state of California to cause birth defects or other reproductive harm.**

Note: The items listed herein are intended for tobacco and/or legal smoking blends only. Please exit this site if you do not accept these terms and conditions are not of a legal age in your place of residence to purchase tobacco related products, or are in a country where use of this site is not permitted.

Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. All users of this site agree that access to and use of this site are subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

Fraudulent Charges

If you believe there was fraudulent activity on your credit card through our website, please email us right away (support@tokersupply.com) If a package was delivered to your house from us that you did not order, simply deny acceptance of the package if it was left at your house simply return it to your local post office and deny acceptance of the package and it will be sent back to us at no charge to you. If you receive a package from us you believe to be fraudulent and you do not send back the package you WILL NOT receive a refund.

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In the event that a Toker Supply product is mistakenly listed at an incorrect price, Toker Supply reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. Toker Supply reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Toker Supply shall issue a credit to your credit card account in the amount of the incorrect price.

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Notice

Toker Supply may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to Toker Supply.

Miscellaneous

Your use of this site shall be governed in all respects by the laws of the state of New York, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of Toker Supply products) shall be in the state or federal courts located in New York, Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of Toker Supply products) must be commenced within one (1) year after the claim or cause of action arises. Toker Supply's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Toker Supply may assign its rights and duties under this Agreement to any party at any time without notice to you.

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Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Toker Supply or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

Participation Disclaimer

Toker Supply does not and cannot review all communications and materials posted to or created by users accessing the site, and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the site, Toker Supply is merely acting as a passive conduit for

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Indemnification

You agree to indemnify, defend, and hold harmless Toker Supply, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

Third-Party Links

In an attempt to provide increased value to our visitors, Toker Supply may link to sites operated by third parties. However, even if the third party is affiliated with Toker Supply, Toker Supply has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Toker Supply. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, Toker Supply seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

Our products are intended for Tobacco use or legal use only.

Check with your individual state for legality. You must be 18 years or older to browse this website and purchase products.