



General Terms and Conditions of the ESSENS Club Membership

The ESSENS Club is represented by ESSENS DISTRIBUTION s.r.o., Company Reg. No.: 06167322, Tax ID No.: CZ06167322, with its registered office in Zaoralova 3045/1e, 628 00 Brno, Czech Republic, hereinafter referred to only as ESSENS. On the 28th of June 2021 the Franchise Agreement was entered into by and between ESSENS, as the Franchisee, and ESSENS EUROPE SE, as the Franchisor, based on which ESSENS is guaranteed the positions of exclusive dealer of the ESSENS brand products and the related brands, hereinafter referred to only as the ESSENS PRODUCTS.

1. The ESSENS Club member - hereinafter referred to only as the MEMBER - can be only a consumer, i.e., natural person older than 16 years of age who buys the ESSENS PRODUCTS for his/her private (personal) use and not in connection with his/her work-related performance, job or business.
2. The ESSENS Club membership is formed on the day the member registers ON-LINE using any official ESSENS website.
3. After successfully registering ON-LINE, the MEMBER receives the membership confirmation and the member ID and unique password sent to the e-mail address provided during the registration process. These data are necessary in order to enter/log in to any member sections of any official ESSENS web sites ("Member Account"). The MEMBER undertakes to provide all requested identification and contact details when creating his/her Member Account and in case of change to update these data on any official ESSENS websites in My Office - My Profile - Contact Details tabs. ESSENS is not liable for incorrect contact details of the MEMBER in ESSENS records and subsequent delivery issues during official communication between ESSENS and the MEMBER.
4. ESSENS is not liable for any damage caused by the MEMBER disclosing his/her Member ID or Password to third persons.
5. The MEMBER can have only one Member ID. In case any additional registrations are ascertained even if these registrations are covert, only the first registration is valid and all additional registrations will be annulled.
6. Using his/her Member Account the MEMBER can order/purchase the ESSENS PRODUCTS for membership/loyalty prices.
7. If the MEMBER is eligible for payment of a turnover commission based on the ESSENS Marketing Plan, the payment is governed by the Conditions for Payment of Commission to the ESSENS Club member applicable in the MEMBER's country. The MEMBER is not a sales representative of ESSENS or any of ESSENS franchisees.
8. The MEMBER is entitled to provide a third person with a unique hypertext link based on which the customer can order/purchase the ESSENS PRODUCTS for a limited period of time. For such purchase the MEMBER is entitled to payment of broker's commission that is governed by the Conditions for Payment of Commission to the ESSENS Club Member applicable in the MEMBER's country.
9. The MEMBER gets points for every personal or broker order/purchase of specified ESSENS PRODUCTS. The list of ESSENS PRODUCTS allocated with points and the amount of points for ordering/purchasing these ESSENS PRODUCTS is available on any official ESSENS web sites or you can request this information from the respective ESSENS franchisee.
10. The MEMBER can order/purchase the ESSENS PRODUCTS from the respective ESSENS franchisee according to his/her permanent address without limit and can order/purchase the ESSENS PRODUCTS from other ESSENS franchisees with the maximum number of 100 points allocated for such order/purchase per one calendar month. Any exceptions are decided by the respective ESSENS franchisee. The MEMBER undertakes to collect parcels with the ESSENS PRODUCTS ordered by him/her within the specified period and pay for such products. In case the MEMBER repeatedly fails to collect parcels ordered by him/her, the MEMBER shall pay the costs related to dispatching and returning the parcels to the respective ESSENS franchisee. Repeated failure to collect parcels with ordered ESSENS PRODUCTS is considered repeated breach of these General Terms and Conditions of the ESSENS Club Membership. The ESSENS franchisee has the right to refuse to materialise orders of a MEMBER who repeatedly commits the aforesaid and has the right to withhold the amount equal to the costs related to sending and returning the parcels from the commission of such MEMBER. In case the costs related to sending and returning parcels cannot be deducted from commissions of such MEMBER, the respective ESSENS franchisee is entitled to materialise the next order of such MEMBER only after the due costs have been paid.

- 11.** The MEMBER is obligated to provide correct information about prices, properties and availability of the ESSENS PRODUCTS to third persons, persons interested in the ESSENS Club membership or other MEMBERS in a clear way and using data corresponding with the data from up-to-date information, advertising and special-event materials issued by ESSENS or its respective ESSENS franchisee with respect to the fact that ESSENS PRODUCTS are original products duly and properly registered and certified for the specific market. The MEMBER cannot mislead persons interested in ESSENS products or cooperation with ESSENS by using comparative advertising or comparisons to products of other brands. All required information is available in official printed publications and presentation materials issued by ESSENS or on the ESSENS official web sites and social media administered by ESSENS or by the respective ESSENS franchisee.
- 12.** The MEMBER undertakes to refrain from conduct that might cause harm to ESSENS in any way or that may cause financial or other damage to ESSENS, any of the ESSENS franchisees, any other MEMBER or end consumer of the ESSENS PRODUCTS. In case of any business activities unrelated to ESSENS the MEMBER undertakes to refrain from conduct consisting in abusing any personal data or contact details of other MEMBERS or business information and know-how obtained in connection with the cooperation with ESSENS during the active membership in the ESSENS Club and also in case the membership is suspended or cancelled. Otherwise, ESSENS will recover any costs incurred through the courts process.
- 13.** The MEMBERS will ask for permission granted by ESSENS or respective ESSENS franchisee regarding any individual publications or individual advertising containing any of the ESSENS logos, word or phrase containing ESSENS or the ESSENS graphics.
- 14.** The MEMBER is obligated to monitor any potential changes in the information materials and on the official ESSENS web sites or the respective ESSENS franchisee, in the General Terms and Conditions of the ESSENS Club Membership, associated conditions and rules that will be sent to the MEMBER by ESSENS by e-mail or published on the official ESSENS web sites.
- 15.** Any changes in these General Terms and Conditions of the ESSENS Club Membership, associated conditions and rules take force and become effective on the day they are published on the official ESSENS web sites.
- 16.** In case any of the provisions contained in these General Terms and Conditions of the ESSENS Club Membership are violated, the membership of the MEMBER can be temporarily suspended and reasonable time can be specified for correcting.
- 17.** The ESSENS Club Membership is hereditary. The ESSENS Club Membership can be transferred to a third person that is not yet a MEMBER, subject to the consent granted by ESSENS in writing and under the condition that the respective applicable laws of the country are observed.
- 18.** The Membership is terminated (a) if a MEMBER with a new registration does not place a personal order/purchase of any points allocated ESSENS PRODUCTS within 30 calendar days from the day the MEMBER registered ON-LINE, (b) if the MEMBER does not place a personal order/purchase of any point-awarded ESSENS PRODUCTS within the past 365 calendar days and fails to do so within the period of 30 calendar days from the day a notice to correct is sent by ESSENS to the MEMBER, (c) by agreement reached between ESSENS and the MEMBER, (d) by a one-sided termination of membership by either Party, termination by ESSENS is subject to repeated violations of the General Terms and Conditions of the ESSENS Club Membership or failure to correct within the specified period if the membership in the ESSENS Club has been suspended. Notice to correct or termination of membership takes effect upon its electronic delivery to the MEMBER's e-mail address provided during the registration process or updated on the official ESSENS web sites in the tab My Office – My Profile – Contact details or the inbox in My Office – ESSENS messenger tab, both accessible from any official ESSENS web sites after the MEMBER logs in.
- 19.** Unenforceability or nullity of any of the provisions or part thereof cannot be construed as unenforceability or nullity of the remaining provisions contained in these General Terms and Conditions of the ESSENS Club Membership. The governing law applicable to the ESSENS Club Membership is the law of the Czech Republic. Any matters not stipulated in these General Terms and Conditions of the ESSENS Club Membership, associated conditions or rules, are governed by the provisions of the Civil Code, i.e. Act No. 89/2012 Coll. as amended and the court having jurisdiction is the Municipal Court in Brno, Czech Republic.

