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1. General

- I. The following contractual provisions (GTC) apply to all contracts concluded with the customer (hereinafter: CUSTOMER) via the online store of Fitmart GmbH & Co. KG, Werner-von-Siemens-Straße 8, 25337 Elmshorn, Germany (hereinafter: VENDOR) under the domain www.esn.com.
- II. The presentation of the products in the SELLER's online store is merely a non-binding invitation to the CUSTOMER to place an order. By placing an order, the CUSTOMER makes a binding offer to conclude a contract for the items contained in the shopping cart. The SELLER will confirm the receipt of the order immediately by automated e-mail. The automated order confirmation of the store system does not constitute a contractual relationship. A contract is only concluded when the SELLER accepts the CUSTOMER's offer by delivering the ordered items to the CUSTOMER. The purchase contract with Fitmart GmbH & Co. KG, Werner-von-Siemens-Straße 8, 25337 Elmshorn, Germany, is only concluded with this separate declaration of acceptance.
- III. Only private persons are considered as CUSTOMERS.

2. Changes

The SELLER reserves the right to update these terms and conditions as necessary. Changes will be communicated to the CUSTOMERS in due time and will be effective only with the consent of the CUSTOMERS.

3. Order process

- I. The CUSTOMER can add the desired items to the shopping cart by clicking on the corresponding button and initiate the ordering process by clicking on the shopping cart. Within the ordering process, the CUSTOMER must enter the required contact information for shipping and for payment. It is also possible to create a customer account and save the entered order data for future orders. The order is completed by clicking the "Buy" button. If the CUSTOMER decides to pay by PayPal, the order will be completed after being redirected to the PayPal page by clicking the "Complete Purchase" button.
- II. Orders exceeding quantities customary for private consumption may be rejected or canceled. The CUSTOMER will receive a notification about this.
- III. The CUSTOMER may correct input errors, in particular items erroneously placed in the shopping cart, by entering the desired quantity in the shopping cart and using the available buttons. In the ordering process, the CUSTOMER can correct input errors in the various steps by navigating to the respective step using the "forward" and "back" buttons of the browser.
- IV. With the conclusion of the order, the CUSTOMER declares that he/she has taken note of the GTC, the data protection provisions and the cancellation policy.
- V. Contract language is German.

4. Contract text storage

The contract text is stored by the SELLER. The order data will be sent to the CUSTOMER separately in text form (e-mail). The GTC can also be retrieved and printed in the online store at <https://www.esn.com/policies/terms-of-service>.

5. Right of withdrawal

If the CUSTOMER is a consumer (i.e. a natural person who places the order for a purpose that cannot be attributed to his/her commercial or independent professional activity), the CUSTOMER shall have a right of withdrawal in accordance with the statutory provisions.

Cancellation policy

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the goods.

To exercise your right of withdrawal, you must inform us (Fitmart GmbH & Co. KG, Werner-von-Siemens-Straße 8, 25337 Elmshorn, Germany, e-mail: help@esn.com) by means of a clear declaration (e.g. a letter sent by post or an e-mail) of your decision to withdraw from this contract. You can use the attached sample withdrawal form for this purpose, but it is not mandatory. You can also fill out and submit the model withdrawal form or another clear declaration electronically on our website <https://cdn.shopify.com/s/files/1/0265/3034/9153/files/sample-cancellation-form--ESN.pdf?v=1683884249>. If you make use of this option, we will send you confirmation of receipt of such revocation without delay (e.g. by e-mail).

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation

If you revoke this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment. We can refuse the repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods immediately and in any case no later than within fourteen days from the day on which you notify us of the revocation of this contract (see note: return of products). The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods. You will only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

- End of the cancellation policy -

The following sample cancellation form can be retrieved by the CUSTOMER here:

<https://cdn.shopify.com/s/files/1/0265/3034/9153/files/sample-cancellation-form--ESN.pdf?v=1683884249>

Sample cancellation form

(If you want to cancel the contract, please fill out and return this form).

To

Fitmart GmbH & Co KG

Werner-von-Siemens-Strasse 8

25337 Elmshorn

Germany

E-mail: help@esn.com

Tel.: +49 (0) 4121 830 3100

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/provision of the following service (*)

Ordered on (*)/ received on (*):

Name of consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only in case of notification on paper)

Date _____

(*) Delete as applicable

6. Exclusion or premature expiration of the right of withdrawal

The right of withdrawal does not apply to distance contracts:

- for the delivery of goods that can spoil quickly or whose expiration date would be quickly exceeded;
- for the delivery of sealed goods that are not suitable for return for reasons of health protection or hygiene, if their seal was removed after delivery;
- for the delivery of goods if these have been inseparably mixed with other goods after delivery due to their nature.

7. Note: Returning products

If possible, the goods should be returned in the original packaging with all accessories and packaging components to **ESN - Logistikzentrum, Kirchenweg 7, 24568 Nützen**. The SELLER requests the use of a protective outer packaging to ensure sufficient protection against possible transport damage in case the original packaging is no longer available. Damage and contamination to the item being returned should be avoided. CUSTOMERS are requested to return the physical products to the seller as a prepaid package and keep the receipt of delivery. The CUSTOMER is responsible for the cost of returning the goods. THE SELLER points out that the right of withdrawal and its consequences exist, of course, regardless of the observance of this notice, it only serves to facilitate the processing of the return.

8. Prices and shipping costs

- I. The prices valid on the day of the order as displayed in the online store shall apply.
- II. The prices displayed in the online store are in euros and include the statutory value added tax.
- III. When purchasing goods delivered in a package or otherwise by mail, the following applies: The prices displayed in the online store do not include shipping costs for packaging and postage. The shipping costs are calculated dynamically within the ordering process and displayed in the shopping cart overview before the order is placed.
- IV. Information on delivery countries and shipping costs can be found here: <https://www.esn.com/policies/shipping-policy>

9. Terms of payment

- I. The SELLER accepts only the payment methods offered during the ordering process in the online store. These are:
 - Paypal
 - Credit card: Visa, Mastercard, American Express
 - Pay later with Klarna
 - Pay now with Klarna
 - Sofort bank transfer
 - Bancontact (Belgium)
 - eps transfer (Austria only)
 - Ideal (Netherlands only)
 - Apple Pay

- Google Pay
- II. The CUSTOMER selects his preferred method of payment among the available payment methods himself.
 - III. PayPal: If a payment is made via PayPal, the CUSTOMER must have a PayPal account and legitimize himself with his PayPal credentials. Then the CUSTOMER must go through the PayPal payment process and confirm the payment to the SELLER. Using the PayPal payment method, payment can also be made without a PayPal user account. With regard to the guest function of PayPal, the provisions available via the payment method shall apply. If the CUSTOMER selects payment by credit card in PayPal, he may be asked for a required second authentication feature by displaying the website of the credit institution, depending on the amount of the payment or the type of delivery. The CUSTOMER must then verify the payment transaction with his personal second authentication feature such as password, PIN, TAN or biometric data such as fingerprint or face scan using a special app.
 - IV. Credit card: If a delivery is made against payment by credit card, the CUSTOMER, by disclosing his credit card details, authorizes the relevant credit card company to charge the full invoice amount, including any delivery and shipping costs incurred, when due. At the end of the ordering process, the CUSTOMER is requested to enter his credit card number, the expiration date of the credit card and the check digit in the corresponding form. Depending on the amount of the payment or the type of delivery, the CUSTOMER may be asked for a required second authentication feature by displaying the website of the credit institution. The CUSTOMER must then verify the payment transaction with his or her personal second authentication feature such as password, PIN, TAN, or biometric data such as fingerprint or face scan using a special app. The specific type of identification used depends on the respective payment service provider (e.g., the CUSTOMER's credit card institution). In this case, the debit is initiated with the order confirmation.
 - V. Pay later with Klarna: In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you the payment method Klarna. The payment is made to Klarna. For more information, please see Klarna's terms of use. General information about Klarna can be found here. Your personal data will be processed by Klarna in accordance with applicable data protection laws and as described in Klarna's Privacy Policy.
 - VI. If a payment is made by Pay now with Klarna (Klarna Sofort) of the Klarna Group, the CUSTOMER must have an activated online banking account with PIN/TAN procedure. At the end of the ordering process, the CUSTOMER is requested to enter his account number, bank code, PIN and TAN in the form pre-filled by the SELLER (bank details, transfer amount, purpose). Immediately afterwards, the transaction is confirmed to the CUSTOMER.
 - VII. When a delivery is made against payment via Bancontact, the CUSTOMER either enters his card information or pays via Bancontact App. If the CUSTOMER enters the card number of his Bancontact card, he is taken to the familiar online banking environment of his banking institution. After successfully logging in and entering the PIN, the CUSTOMER confirms the transaction. They are then taken back to the online store.
 - VIII. If a delivery is made against payment by eps transfer, the CUSTOMER needs an online banking account at one of the participating banks. At the end of the order process, the CUSTOMER selects the bank and logs into the private online banking area. There, the CUSTOMER checks the payment details already entered. If these are correct, the CUSTOMER authorizes the payment via eps and thus completes the purchase.

- IX. If a delivery is made against payment via SOFORT, the CUSTOMER logs into his online banking and authorizes the payment via a transaction authentication number (TAN) before the CUSTOMER returns to the web store.
- X. If a delivery is made against payment via iDeal, the CUSTOMER first selects the house bank. The customer is then forwarded to the online banking environment of the house bank. There the CUSTOMER logs in securely with his own access data. In the input mask, the total amount due and other transfer information are already filled in, so that the CUSTOMER only has to confirm the payment via iDEAL. After payment confirmation, the CUSTOMER is redirected back to the webshop. The CUSTOMER then immediately receives a payment confirmation.
- XI. If a delivery is made against payment via Apple Pay, the CUSTOMER pays directly via their own Apple account. After submitting the order, the CUSTOMER is forwarded to Apple, where the payment of the order amount can be authorized. As soon as the SELLER has been informed about the authorization, the shipment takes place - depending on the delivery time specified for the item. Depending on the payment method stored with Apple Pay, the actual invoice amount will be debited immediately after authorization or after shipping, after deduction of any discounts, gift certificates, etc. The invoice amount will be charged to the CUSTOMER's account.
- XII. If a delivery is made against payment via Google Pay, the CUSTOMER pays directly via their own Google account. After submitting the order, the CUSTOMER is forwarded to Google, where the payment of the order amount can be authorized. As soon as the SELLER has been informed about the authorization, the shipment takes place - depending on the delivery time specified for the item. Depending on the payment method stored with Apple Pay, it will be debited with the actual invoice amount after deduction of any discounts, gift vouchers, etc. immediately after authorization or after shipping has taken place.

10. Promotion vouchers and their redemption

- I. Promotional vouchers are vouchers that cannot be purchased, but vouchers issued by the SELLER as part of promotional campaigns with a specific validity period.
- II. Promotional vouchers are only redeemable in the specified period and only once as part of an order process. Individual brands may be excluded from the voucher promotion. Promotion vouchers cannot be used for the purchase of gift vouchers. Please note that promotional vouchers may be subject to a minimum order value.
- III. The value of the goods must be at least equal to the amount of the promotional voucher. A difference to a higher value of goods can be compensated with the offered payment options. The value of a promotional voucher is neither paid out in cash nor does it earn interest. The promotional voucher will not be refunded if goods are returned in whole or in part.
- IV. Promotion vouchers can only be redeemed before completing the order process. A subsequent credit is not possible. The promotional voucher cannot be transferred to third parties. Multiple promotion vouchers cannot be combined with each other, unless otherwise specified in the conditions of participation of the promotion.
- V. Should the total value of the order fall below the respective minimum order value of the used promotion voucher due to a later return of ordered goods, the SELLER reserves the right to charge the original price of the ordered goods and to invoice the CUSTOMER subsequently.

11. Vouchers, product vouchers and their redemption

- I. Value vouchers are vouchers for a certain purchase value, which are issued exclusively by the SELLER to the CUSTOMER, e.g. for goodwill reasons. They are customer-bound, non-transferable and cannot be purchased. Cash payment is not possible.
- II. To redeem a value voucher, its code is entered in the field provided before completing the order process. The amount deposited for the value voucher will be deducted from the value of the order. Remaining voucher amounts are retained and can be redeemed during the next order process by re-entering the voucher code as before. Orders that exceed the voucher amount in value can be settled with the offered payment options.
- III. Product vouchers are vouchers for a specific product (e.g. ESN Designer Whey), which are issued exclusively by the SELLER to the CUSTOMER, e.g. for goodwill reasons. They are customer-bound, non-transferable and cannot be purchased. A cash payment is not possible.
- IV. To redeem a product voucher, its code is entered in the Support Center of the customer account in the field provided. The product deposited for the product voucher is automatically deposited in the customer's shopping cart and thus added to the order.

12. Delivery and shipping conditions - information on the calculation of the delivery date

- I. Unless otherwise agreed with the CUSTOMER, the goods delivered in a package or otherwise by mail shall be delivered by mail (package, small package, letter, forwarding agent, etc.) to the delivery address provided by the CUSTOMER in the order.
- II. The delivery time is indicated separately with the respective article or in the product description on the article page.
- III. The delivery time indicated on the item page begins for all other payment methods on the business day after the day of the conclusion of the contract.
- IV. Orders can be placed by all CUSTOMERS from the European Economic Area and, if applicable, the other countries specified in the online store and/or in the table of shipping costs. Orders will only be delivered to Germany and to the countries indicated in the online store and/or in the shipping costs table.
- V. If the carrier returns the object of purchase to the SELLER because delivery to the CUSTOMER was not possible, the CUSTOMER shall bear the costs for a new shipment. This does not apply if the CUSTOMER has exercised a possibly existing right of withdrawal parallel to the refused acceptance or if he is not responsible for the circumstance that led to the impossibility of delivery or if the CUSTOMER was temporarily prevented from accepting the offered service, unless the SELLER had given him reasonable prior notice of the service.

13. Repayments

The SELLER will automatically arrange for any refunds to be made to the account used by the CUSTOMER for payment. If the CUSTOMER has paid by invoice, the refund will be instructed to the account from which the transfer was made. If the CUSTOMER has paid by Paypal or credit card, the refund will be made to the associated Paypal or credit card account. If the CUSTOMER has used a value voucher for his purchase, the corresponding amount will be credited to his value voucher account.

14. Retention of title

The SELLER reserves the ownership of the sold items until the full payment of the purchase price.

15. Warranty/liability for defects

The rights in the event of defects in the purchased item shall be governed by the statutory provisions.

16. Customer account

- I. The CUSTOMER can create a customer account in the online store free of charge.
- II. When creating a customer account, the CUSTOMER will be asked to provide his personal data in accordance with the SELLER's privacy policy. By providing his data, the CUSTOMER guarantees their authenticity and accuracy. He is also obliged to keep the data up to date in case of an order. Additional shipping costs incurred by the SELLER due to incorrect or inaccurate data entered will be charged to the CUSTOMER. After the creation of the customer account has been requested by clicking on "Create", the CUSTOMER will receive an e-mail.
- III. By clicking on the link contained therein, the CUSTOMER confirms his identity and receives confirmation of the creation of his customer account by e-mail.
- IV. The CUSTOMER is entitled to register and operate only one customer account on esn.com at a time. If the SELLER becomes aware of multiple registrations, the SELLER is entitled to exclude the CUSTOMER from using the webshop. CUSTOMERS whose customer account has already been blocked or terminated by us in the past may not create a new customer account. Minors are not allowed to register.
- V. CUSTOMER and SELLER may at any time terminate the contract on the customer account with immediate effect for the future without giving any reason. The SELLER reserves the right to delete the registration of CUSTOMERS who have not provided complete data or have provided the wrong data.

17. Data storage and data protection

The data protection provisions of the privacy policy at <https://www.esn.com/policies/privacy-policy> apply exclusively.

18. Alternative dispute resolution

The SELLER is not obliged and not willing to participate in dispute resolution proceedings before a consumer arbitration board.

19. Final provisions

- I. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

- II. The above choice of law shall apply only to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the country in which the CUSTOMER has his habitual residence.