



General conditions of ESSENS Club Membership

Club ESSENS was founded and is represented by company ESSENS EUROPE SE, Identification No: 293 75 819, VAT Reg No: CZ29375819, based in the Czech Republic, Brno, Zaoralova 3045/1e, ZIP code: 628 00, registered in the Commercial Register at the Regional Court in Brno under file No. H 264, hereinafter referred as ESSENS.

- 1.** A member can be a natural person whose age is 16 years or over or a legal entity.
- 2.** ESSENS Club Membership comes into existence in the moment of completion of ON-LINE registration on any official ESSENS website.
- 3.** After successful ON-LINE registration, Member receives a confirmation of his membership including his member ID and a password on his email which was used for registration. These data are necessary for log in to member section of any official ESSENS website. Member commits himself to enter during registration all required identification and contact data and also commits himself to update in case of change any of these data in tab My Office – My Profile – Contact Data. ESSENS does not carry any responsibility for Member's incorrect contact data in the ESSENS registers and following incorrect deliveries within official communication between ESSENS and Member.
- 4.** ESSENS does not carry any responsibility for a damage caused when Member gives away his personal login information to a 3rd party.
- 5.** Member can hold only one member ID. In case of finding out of existence of repetitive registration even in a hidden way, only the first registration will be considered as valid and all the following registrations will be cancelled.
- 6.** Member has the right to order - purchase ESSENS products for member prices, to perform direct sales of ESSENS products under his name and on his account as a separate business subject and to provide promotion services in favour of trademark ESSENS (to sponsor – to register new members into ESSENS Club). In such case, Member is obliged to abide related laws and regulations in the country of his activity and to submit stipulated tax return and other overviews. If a claim for commission payment based on ESSENS Marketing Plan comes into existence to Member, the payment is governed by the Conditions for commission payments to members of ESSENS Club effective in his country. Member is not an ESSENS sales representative or its employee or an employee of any ESSENS franchise branch.
- 7.** Member receives points for orders - purchases of ESSENS products which are awarded by points. A list of products awarded by points together with numbers of points assigned to ESSENS products is available on the official website of a relevant ESSENS franchise branch or will be communicated on demand by relevant ESSENS franchise branch.
- 8.** Member can order ESSENS products in a relevant ESSENS franchise branch according to his permanent residence or place of business activity without limit. Member can order ESSENS products also in other ESSENS franchise branches with regard to fact that for such orders he can receive up to 100 points in total in one month. A relevant ESSENS franchise branch can decide about potential exceptions.
- 9.** Member commits himself to pick up his deliveries with ordered ESSENS products within collection time and to pay for it. In case of repetitive problems with delivery of ordered products, Member must reimburse any expenses related to the delivery to the relevant ESSENS franchise branch. Repetitive problems related to unsuccessful delivery is considered as a repetitive violation of the General conditions of ESSENS Club Membership. Any ESSENS franchise branch has the right to refuse processing orders of such member who acted as mentioned above, and also has the right to deduct the expenses related to the delivery from Member's commission. In case of inability to deduct the expenses related to the delivery from Member's commission, the relevant ESSENS franchise branch has the right to process the next order of this member only after reimbursement of the expenses.
- 10.** Member engaged in sale of ESSENS products can present and offer these products personally in form of direct selling or on the markets, craft fairs, festivals and other similar events but only exclusively for a promotion and sponsoring purposes – registration of new members into ESSENS Club. Sale of ESSENS products in retail shops, in stands, in online auctions or by any other similar method which is in contradiction with nature of direct selling is forbidden. Sales through its own online store with fixed sale prices is not forbidden but is subject to an approval from the marketing department of a relevant ESSENS franchise branch.

- 11.** In case of Member's business activity in connection with cooperation with ESSENS, the company ESSENS does not carry any responsibility neither for non-acquiring necessary permits for business activity nor for non-submitting or non-payment of relevant taxes and contributions nor for non-fulfilment of other obligations towards the country arising from his business activity.
- 12.** Member is obliged to provide to costumers, interested parties in ESSENS Club Membership and other members only true information about prices, characteristics and availability of products from ESSENS offer in a way which is clear and identical to information from current informative and advertising materials published by ESSENS or by relevant ESSENS franchise branch with regard to fact that ESSENS products are original products properly registered and certified for given market. Member cannot by no means mislead the interested parties in the ESSENS products or in the cooperation with ESSENS by comparing ESSENS products to products of other brands. All the necessary information is available in official printed materials, in presentation materials published by ESSENS, on the official ESSENS website and on social media managed by ESSENS or by relevant ESSENS franchise branch.
- 13.** Member commits himself to avoid any action which could create financial or any other damage to trademark ESSENS, to ESSENS franchise branches, to any member of ESSENS Club or to any consumer of ESSENS products. Member commits himself to avoid any action which could lead to misuse of personal and contact data of other members of ESSENS Club or to misuse of business information and know-how acquired during cooperation with ESSENS, and that not only during active membership, but also in case of pausing or cancelling of ESSENS Club Membership. Otherwise ESSENS has the right to enforce by a legal action the covering of damages which have arisen.
- 14.** Member has to ask ESSENS or a relevant ESSENS franchise branch for approval for individual publishing or individual promotion containing any logo ESSENS or any phrase containing the trademark ESSENS, alternatively for any official photo or for graphics ESSENS.
- 15.** Member is obliged to watch out for any potential changes in informative materials and on the official ESSENS website or websites of relevant ESSENS franchise branch, in the General conditions of ESSENS Club Membership, in related conditions and rules, which will be sent to members via email or which will be published on the official ESSENS website.
- 16.** Changes in the General conditions of ESSENS Club Membership, related conditions and rules are valid and effective the day that they have been sent and published on the official ESSENS website.
- 17.** In case of violation of any article in the General conditions of ESSENS Club Membership, the membership can be interrupted to Member and an adequate deadline will be defined for rectification.
- 18.** ESSENS Club Membership is hereditary. The Membership is transferable to 3rd party who is not a member of ESSENS Club but this only with a written approval of ESSENS and under condition of fulfilment of relevant laws in the given country.
- 19.** The Membership comes to an end (a) if the newly registered Member does not place any personal order up to 30 days since completion of ON-LINE registration, (b) if Member does not place any personal order in the last 365 days and does not do so even after substitute period of 30 days since the delivery of notification – Appeal for rectification sent to Member, (c) by agreement between ESSENS and Member, (d) by unilateral termination of Membership by any involved party. Unilateral termination by ESSENS can take place only because of repetitive violation of the General conditions of ESSENS Club Membership, alternatively because of non-rectification before defined deadline in case of interruption of the membership in ESSENS Club. The appeal for rectification or the termination notice of the membership is effective in the moment of electronic delivery on Member's email address which was initially used for registration or was updated on the official ESSENS website in tab My Office – My Profile – Contact Data or in to the mailbox in ESSENS messenger, both accessible after Member's login on any official ESSENS website.
- 20.** Invalidity or ineffectiveness of any article does not establish an invalidity or an ineffectiveness of other articles in the General conditions of ESSENS Club Membership. Law applicable to purposes of membership in ESSENS Club is the law of the Czech Republic. What is not governed by the General conditions of ESSENS Club Membership, by related conditions or rules, shall be governed by the Civil Code, Act. No. 89/2012 Coll. as amended and the applicable court is the Municipal Court in Brno, Czech Republic.

