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## Terms and Conditions

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### 1. Preamble

i. These terms and conditions regulate the relationship between the company ESSENS DISTRIBUTION s.r.o., with its registered office at Zaoralova 3045/1e, Postal Code 628 00 Brno, Company Reg. No.: 06167322, as the seller and operator of the Internet shop [www.essens.si](http://www.essens.si) and the customer who concludes a purchase agreement with the seller.

ii. These terms and conditions are primarily intended for the purchase of goods by a registered member of the ESSENS Club through the Internet shop. They also reasonably relate to the purchase of goods through the customer line or personally at the branch.

### 2. Conclusion of the purchase agreement

i. The purchase agreement may be concluded:

- through the Internet shop at the following internet address: [www.essenseurope.com](http://www.essenseurope.com). Selected products are placed in the basket whose status may be checked in the top right-hand corner. Before placing an order, the customer is informed about the final price and point value of the order. If you want to apply a commission for discount on the order, it is necessary to enter a four-digit numeric PIN code. The prices of ESSENS products are governed by a valid price list available at the following website: [www.essenseurope.com](http://www.essenseurope.com). In relation to product discounts the seller reserves the right to make changes and declares that it is not a public offer and in serious case he has the right to decline an order. The Internet shop orders offer two kinds of payment – cash on delivery and cashless payment with a payment card (e.g. VISA, VISA Electron, MasterCard, Maestro, etc.) through the payment gateway. In case of the first order only a payment with payment card will be accepted. When the order is paid with payment card, the system records immediately the points gained upon the purchase. If, while placing the order, a product is sold out, the customer will be contacted by an operator and personally discuss the next steps. Placing the order through the Internet shop, the customer may select collecting the goods at the branch as a way of delivery, if he previously paid the goods with his payment card.
- by telephone at the following numbers: + 420 773 751 573, (mobile phone number). The operator will enter the order in the order system following the requirements. If you want to apply a commission for discount on the order, it is necessary to enter a four-digit numeric PIN code. Telephone orders may only be paid by cash on delivery, the payment with payment card is not possible. The opening hours for telephonic orders are every working day from 8 am to 6 pm, during summer holidays to 4 pm. Before ending the phone call, the operator always repeats the content of the order which will be approved by the member and any subsequent complaints will not be taken into account.
- by email at the following address: [info@essensworld.com](mailto:info@essensworld.com). The order must contain the information about selected products, their quantity, contact information including the ESSENS membership number assigned to the customer after registration. If you want to apply a commission for discount on the order, it is necessary to enter a four-digit numeric PIN code. Email orders may only be paid by cash on delivery, the payment with payment card is not possible. If, while placing the order, a product is sold out, the customer will be contacted by an operator and personally discuss the next steps. Orders delivered after the end of opening hours will be processed the next working day.
- personally, at the branch in Brno. The personal collection is possible at the following address of the branch: ESSENS DISTRIBUTION s.r.o., Zaoralova 3045/1e, 628 00 Brno. Only payments in cash are accepted. If you want to apply a commission for discount on the order, it is necessary to enter a four-digit numeric PIN code. The opening hours are every working day from 8 am to 6 pm, during summer holidays to 4 pm.

ii. In case of the purchase agreement concluded at distance, the order placed by sending through the Internet shop or by the customer line represents a proposal for concluding the purchase agreement. The order is valid for the period of 7 days. The purchase agreement is subsequently concluded by accepting the proposal by the seller sending the ordered goods.

iii. The seller delivers goods to customers according to their orders and available supplies on stock. In relation to special cases (promotional discounts in particular), the seller has the right to set a maximum amount to be delivered to the customer. The conditions for individual promotional discounts are provided in the note for every promotional discount that is announced.

### 3. Withdrawal without any reason

i. The consumer is entitled by law to withdraw from an agreement concluded on the internet or by phone within 14 days after the delivery of goods without giving a reason.

ii. If the customer wishes to exercise this right, it is necessary to inform the seller about the customer's decision to withdraw from the agreement within the given period. The most appropriate way is to contact the seller by email at [order@essensworld.com](mailto:order@essensworld.com) or by phone at + 420 773 751 573 (mobile phone number).

iii. If the customer withdraws from the agreement, the seller will return the purchase price for the goods. The seller will return the specified financial means without any delay, however no later than 14 days after the return of goods to the seller. The same payment instrument used for the paying of the purchase price by the customer will be used for the payment, unless otherwise agreed by the parties.

iv. It is necessary to send the goods back immediately and no later than 7 days after the withdrawal to the following address: ESSENS DISTRIBUTION s.r.o., Complaints Department, Zaoralova 3045/1e, 628 00 Brno, or deliver the goods personally to the branch. If the seller sends an extra product to the customer in connection with the conclusion of the agreement (a "present"), this present must also be returned. The costs associated with the return of goods are in this case borne by the customer.

v. The seller warns the customer that the customer is liable by law for reducing the value of goods arising from the handling of such goods in another way than required for getting acquainted with the nature, properties and functionality of the goods (e.g., if the customer uses the goods). Furthermore, the customer is not entitled to withdraw from the agreement, if the goods have been produced according to special requirements or the goods have been adjusted for personal needs (e.g., in case of engraved packaging).

#### **4. Complaints**

i. If the goods have a defect upon delivery, the customer is entitled to ask for removing such defect by a substitute delivery or a repair. In the event that the removal of such defect is impossible for the seller, the customer is entitled to withdraw from the purchase agreement. The customer will retain these rights, even if the said defect shows up later.

ii. The seller is also liable for defects of goods, if they appear within a period of two years after their delivery or until the expiry date specified on the packaging of goods.

iii. The goods are considered to be defective, especially if they do not possess usual or declared properties, they do not serve their purpose, they do not comply with the requirements set out by law or they have not been delivered in the agreed amount. The seller notes that an increased sensibility or an allergic reaction as they are cannot be considered to be a defect of goods. Similarly, insufficiencies of presents or other gratuitous supplies provided by the seller beyond the customer's order cannot be considered to be a defect. The pictures of goods in the Internet shop are of illustrative nature and they are not a binding representation of goods properties (e.g., the packaging of goods may be different due to the modification of packaging by the manufacturer).

iv. Any questions regarding complaints may be sent to the following email: [order@essensworld.com](mailto:order@essensworld.com), or the customer may contact the seller by phone at the following telephone number: +420 773 751 573 (mobile phone number). It is necessary to send the goods under complaint together with a copy of invoice and a cover letter to the following address: ESSENS DISTRIBUTION s.r.o., Complaints Department, Zaoralova 3045/1e, 628 00 Brno, or deliver the goods personally to the branch.

v. The seller will inform the customer about the progress of complaint, in particular about its acceptance, processing or rejection, by email or phone.

vi. The seller will decide about the complaint without undue delay. The processing of complaint, including the removal of the defect, will not take more than 30 days. Otherwise, the customer is entitled to withdraw from the purchase agreement. The customer is required to provide a necessary cooperation in order to comply with the said time limit.

vii. If the complaint is legitimate, the costs connected with the return of goods will be paid by the seller.

#### **5. Incomplete content after the receipt of parcel**

i. If the parcel does not contain all the products specified in the invoice which always makes a part thereof, it is necessary to send an e-mail to [reklamace@essens.cz](mailto:reklamace@essens.cz) immediately upon the discovery (no later than 5 days after receiving the parcel) containing the following elements: a short

and concise description of the missing products, the current weight of the parcel, photos of the content of the parcel and a copy of the invoice.

ii. The seller will check the camera records taken during dispatch, if the weight of the parcel upon delivery does not correspond to the weight measured before its dispatch, the complaint proceedings will be commenced with the carrier.

iii. If there was a mistake during the process of dispatch before handing the parcel over to the carrier and the product was not packed in the warehouse, the customer will be offered two possibilities: the return of money for the missing product or sending the missing product in the next order.

#### **6. Ways of payment and delivery**

i. It is possible to select a way of payment and delivery from the options offered. Before placing the order, the customer will always be informed about the way of payment and delivery he has selected and the costs connected therewith.

ii. The seller reserves the right to provide delivering goods free of charge in selected cases.

iii. The order accepted by 2 pm on working days is usually dispatched and handed over to the carrier on the same day. Even though the majority of orders is dispatched within 2 to 3 working days, in justified cases the period of dispatch may be prolonged.

This is usually the case before Christmas or when there is an increase of orders related to a promotional discount. The goods are delivered by the transport company Direct Parcel Distribution CZ s. r. o. (DPD).

### **THE PRICE OF TRANSPORT CHARGES**

- for the order in the point amount of 350 points and more, the transport charges are FREE OF CHARGE
- for the order in the point amount of 175 to 349 points, the transport charges are between 5€ to 15€
- for the order in the point amount of up to 174 points, the transport charges are between 10€ to 30€

### **DPD's PROCEDURE FOR PARCEL DELIVERY**

- DPD will send a notice of parcel delivery by SMS one day in advance
- DPD will specify the time of parcel delivery on the day of delivery
- it is possible to arrange for the parcel to be collected at DPD's depot or one of the many DPD's parcel shops
- the cash on delivery parcel may be paid by cash or payment card
- if the parcel is not successfully delivered, the courier will leave a Notice of Undelivered Parcel at the given address
- after the second unsuccessful attempt of delivery, the parcel is stored in the depot for 7 days, during this period DPD's customer service will try to contact you to specify the conditions for delivery
- the whole parcel delivery cycle may be followed at [www.dpd.cz](http://www.dpd.cz)

### **PROCEDURE UPON THE RECEIPT OF THE PARCEL FROM THE CARRIER**

- before the receipt of the parcel from the carrier, it is necessary to check the packaging of the parcel, if it is not damaged (deformed, torn, soaked, taped with a different tape than the original ESSENS tape, or the original ESSENS tape is covered with another tape)
- if the parcel appears to be damaged, you are recommended not to accept it and contact the seller at the following telephone numbers: + 420 773 751 573 (mobile phone number) or by email at [order@essensworld.com](mailto:order@essensworld.com)
- as soon as the parcel is returned to the seller's branch, a new parcel will be sent
- if a damaged parcel is accepted from the carrier, the warranty will not apply to the products damaged during the transport
- if the carrier does not hand over the parcel personally, leaves the parcel for example at the door/in the garden etc., and if the parcel is damaged (torn, crumpled, soaked), do not open it and return it to the nearest depot of the relevant carrier; if the member opens such parcel, he loses the right to file a complaint about it
- if your parcel fails to be delivered (the recipient unreachable, incorrect/incomplete address, a missing name of the recipient on the bell, etc.), it will be stored in the relevant parcel shop or depot where you have to collect it within 7 days, a repeated delivery is not possible; the carrier should inform the recipient about the parcel to be stored in the parcel shop/depot, however we recommend to watch the tracing of your parcel which you can find after you register in your profile, in the section My office – my orders – the symbol of car
- if the parcel is not collected, it is returned to us and its repeated dispatching and delivery is not possible; after the receipt of the parcel, your order will be cancelled and an amount decreased by the transport charges will be returned to you, and then you can create a new order
- If the customer does not accept the parcel, he is obliged to pay the transport charges, even if it was a cash on delivery

### **7. Closure of points**

i. The points for purchased products are calculated for the period of one calendar month – always from the first day of the month and the point closure is every last day of the month. You can find more information and rules on point closure when you register, in the section "Support".

### **8. Additional rights and obligations of contractual parties, dispute settlement**

i. The purchaser acquires ownership rights to the goods by paying the whole purchase price. The seller hereby expressly applies the reservation of the ownership right to the goods until they are paid under Section 2132 et seq. of the Civil Code. By concluding the purchase agreement, the purchaser accepts the said reservation. The liability for accidental destruction, damage or loss of the goods passes to the purchaser at the moment of his receipt of the goods or at the moment when the purchaser had the obligation to accept the goods but in contradiction with the purchase agreement he did not do so.

ii. The seller is not obliged in relation to the purchaser by any codes of practice within the meaning of Section 1826 (1) (e) of the Civil Code.

iii. The seller is entitled to sell goods on the basis of the trade permit. The trade inspection is carried out by the relevant Trade

License Office within its jurisdiction. The supervision over the protection of personal data is carried out by the Office for the Personal Data Protection. The Czech Trade Inspection Authority performs to a limited extent a supervision over, among other things, the compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

iv. The out-of-court settlement of complaints by purchasing consumers is ensured by the seller at the following e-mail address: [order@essensworld.com](mailto:order@essensworld.com).

The seller will send the information about the purchaser's complaint being solved to his electronic address.

v. In case that there is a consumer dispute between the seller and the purchaser arising from the purchase agreement which fails to be settled by a mutual agreement, the purchaser may submit a proposal for an out-of-court settlement of such dispute to a body designated for out-of-court settlements of consumer disputes which is: Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Registration number 000 20 869, with its registered office at Štěpánská 567/15, Nové Město, 120 00 Praha 2, Czech Republic, e-mail: [adr@coi.cz](mailto:adr@coi.cz), website: [www.adr.coi.cz](http://www.adr.coi.cz).

vi. The European Consumer Center Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Praha 2, Czech Republic, internet address: <http://www.evropskypotrebitel.cz>, is a place of contact under Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21st May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on Consumer ODR).

vii. The purchaser hereby assumes danger of the change of circumstances within the meaning of Section 1765 (2) of the Civil Code.

## **9. Conditions for the personal data protection**

i. The seller is the data controller under Art. 4 (7) of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter the "GDPR")

(hereinafter the "Controller").

ii. Personal data refer to any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

iii. The Controller has not appointed a data protection officer.

iv. The Controller processes personal data obtained by fulfilling the customer's order.

v. The Controller processes identification and contact data and data necessary to perform the agreement.

vi. Legal grounds for the processing of personal data are the performance of the agreement between the customer and the Controller under Art. 6

(1) (b) of the GDPR, the legitimate interests pursued by the Controller in providing direct marketing (in particular for sending commercial messages and newsletters) under Art. 6 (1) (f) of the GDPR, your consent to the processing of personal data for the purpose of providing direct marketing (in particular for sending commercial messages and newsletters) under Art. 6 (1) (a) of the GDPR in connection with Section 7 (2) of Act No. 480/2004 Coll., on Certain Information Society Services, in case that the order of goods or services has not been placed.

vii. The purpose of the personal data processing is the execution of the customer's order and the exercise of rights and obligations arising from the contractual relationship between the customer and the Controller; the placing of an order requires a provision of personal data necessary for a successful fulfilling of the order (name and address, contact), the provision of personal data is a necessary prerequisite for the conclusion and the performance of the agreement, it is not possible to conclude the agreement or for the Controller to perform the agreement, send commercial messages and pursue other marketing activities without the provision of personal data.

viii. The Controller stores personal data for the period necessary to exercise rights and obligations arising from the contractual relationship between the customer and the Controller and assert claims arising from such contractual relationships, or for the period before the consent to the processing of personal data for marketing purposes is revoked.

ix. The Controller will erase personal data after the period of storage expires.

x. The customer agrees with the processing of his personal data by persons participating in the delivery of goods/services/ the making of payments arising from the agreement, the operation of the Internet shop and the provision of other services in connection with the operation of the Internet shop, the provision of marketing service. The Controller is entitled, to a necessary extent, to provide the specified persons with the customer's personal data.

xi. The Controller does not intend to transfer personal data to a third country (a country outside the EU) or to an international organization.

xii. Under the conditions set out in the GDPR you have the right of access to your personal data under Art. 15 of the GDPR, the right to rectification of personal data under Art. 16 of the GDPR, or to restriction of processing under Art. 18 of the GDPR, the

right to erasure of personal data under Art. 17 of the GDPR, the right to object against processing under Art. 21 of the GDPR, the right to data portability under Art. 20 of the GDPR, the right to revoke the consent to processing in writing or by email sent to the address or email of the Controller. You can revoke your consent any time on your own customer account. Furthermore, you have the right to file a complaint at the Office for Personal Data Protection, if you believe that your right to personal data protection has been violated.

xiii. The Controller declares that he has taken all the appropriate technical and organizational measures to secure personal data. The Controller has taken technical measures to secure data storages and personal data storages in documentary form, in particular the secured/encrypted access to the website, the encryption of customers' passwords in the database, the regular upgrading of the system, the regular backing-up of the system. The Controller declares that only persons authorized by the Controller have access to personal data.

xiv. The customer agrees with the Conditions of personal data protection by sending his order from the Internet shop and he confirms that he is familiar with the conditions of personal data protection and he fully accepts them.

xv. The Controller is entitled to change the conditions. The Controller will publish a new wording of the conditions of personal data protection on his website.

## **10. Copyrights**

i. All rights to the seller's websites, in particular copyrights relating to the content, including the layout of the website, photos, movies, graphics, trademarks, logos and other contents and elements, belong to the seller.

## **11. Final provisions**

i. All arrangements between the seller and the purchaser are governed by the laws of the Czech Republic. If the contractual legal relationship created by the purchase agreement contains an international element, the parties agree that their contractual relationship is governed by the Czech law. This, however, will not affect the rights of the purchaser arising from generally binding legal regulations.

ii. If a provision of these terms and conditions is not valid or effective, or becomes invalid or ineffective, a provision whose meaning is the closest to the invalid provision will replace such invalid provision. The invalidity or ineffectiveness of a special provision of these terms and conditions will not affect the validity of the remaining provisions. Amendments or supplements of the purchase agreement or these terms and conditions must be made in writing.

iii. The seller is not liable for defects caused by interventions of third persons into the Internet shop or arisen from its use in contradiction with its intended purpose. When using the Internet shop, the purchaser must not use procedures negatively affecting its operation and he must not carry out any activity allowing the purchaser or third persons unlawfully intervene with or use the software forming the Internet shop and use the Internet shop or its parts or software in such a way which is in contradiction with its intended purpose.

These terms and conditions come into effect on 1st January 2021.

