

## **General terms and conditions**

### **1. Scope**

The following Terms and Conditions (Terms) apply to all orders placed via our online shop.

These Terms also apply to businesses for future commercial relations without the need for any formal expression thereof. Unless expressly approved by us to the contrary, we cannot accept the contractual validity of any conflicting or complementary general terms and conditions used by any business.

### **2. Contractual partner, formation of contract, options for corrections**

The contract is concluded with victorioso nutrition UG (haftungsbeschränkt).

By placing the products in the online shop, we make a binding offer on our part to enter into a contract regarding those items. You may place our products in the shopping basket without obligation and amend your entries at any time prior to submitting your binding order by using the correction facilities that are provided for this purpose and explained during the ordering process. The contract is formed by clicking on the order button which indicates your acceptance of our offer concerning the products contained in the shopping basket. Once you have sent your order you will immediately receive a confirmation via e-mail.

### **3. Contract language, saving of the contract text**

The language(s) available for concluding the contract: English

We save the text of the contract and forward the order data and our Terms and Conditions to you on a durable medium. For security reasons, the text of the contract cannot be accessed via the internet.

### **4. Delivery conditions**

We deliver free of charge.

#### **Delivery options**

We ship the products to the delivery address specified in the order process.

We only dispatch goods en route; pick up by the customer is not possible.

We do not deliver to a "Packstation".

## **5. Payment**

The following payment methods are basically available in our online shop.

### **Credit Card**

You provide your credit card details during the ordering process. Your card will be charged immediately after placing your order.

### **PayPal, PayPal Express**

In order to pay the invoice amount via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A, 22-24 Boulevard Royal, L-2449 Luxembourg ("PayPal"), you must be registered with PayPal, legitimise yourself with your access data and confirm the payment instruction. The payment transaction will be processed by PayPal after placing the order. You will receive further instructions during the ordering process.

PayPal may offer registered PayPal customers further payment modalities in the customer account selected according to its own criteria. However, we have no influence on the offering of these modalities; further individually offered payment modalities affect your legal relationship with PayPal. You can find more information on this in your PayPal account.

### **SOFORT by Klarna**

In order to pay the invoice amount via the payment service provider Sofort GmbH, Theresienhöhe 12, 80339 Munich, Germany, you must have a bank account activated for online banking, identify yourself accordingly and confirm the payment instruction. Your account will be charged immediately after placing the order. You will receive further instructions in the ordering process.

### **Google Pay**

In order to pay the invoice amount via the payment service provider Google Ireland Ltd., Gordon House, Barrow Street, Dublin 4, Ireland ("Google"), you have to be registered with the service provider Google, must have activated the Google Pay function, identify yourself with your access data and confirm the payment order. The payment transaction will be carried out directly after submission of your order. Further information can be found during the ordering process.

### **Apple Pay**

In order to pay the invoice amount via the payment service provider Apple Inc., One Apple Park Way, Cupertino, CA 95014, USA ("Apple"), you must use the "Safari"

browser, be registered with Apple, have activated the Apple Pay function, legitimise yourself with your access data and confirm the payment instruction. The payment transaction is processed immediately after placing the order. You will receive further information in the ordering process.

## **Klarna**

In cooperation with the payment service provider Klarna Bank AB (publ.), Sveavägen 46, 111 34 Stockholm, Sweden ("Klarna") we offer you the following payment options. Payment via Klarna is only available to consumers. Unless otherwise specified below, payment via Klarna requires a successful address and credit check and is made directly to Klarna. Further information is provided with the respective payment option and in the ordering process.

### **Credit card via Klarna PayNow**

You enter your credit card details in the ordering process. Your card will be charged by Klarna immediately after placing the order. An address and credit check does not take place.

## **6. Right to cancel**

Consumers are entitled to the statutory right to cancel, as described in the instructions on the right to cancel. Businesses are not granted any voluntary right to cancel.

## **7. Retention of title**

The products shall remain our property until full payment is made.

For businesses, the following applies additionally: We reserve ownership of the products until complete settlement of all claims arising from a current business relationship. You may resell reserved goods in ordinary business operations; you shall assign any claims arising from this resale - irrespective of connecting or mixing of the reserved goods with a new item - in the amount of the invoice amount to us in advance, and we accept this assignment. You remain authorised to collect the claims; however, we may likewise collect the claims ourselves, should you fail to fulfil your payment obligations. We shall release the securities to which we are entitled at your request to the extent that the realisable value of the securities exceeds the value of the open claims by more than 10%.

## **8. Damage during delivery**

For consumer the following applies: If the goods are delivered with obvious damage caused during delivery, please report the defect to the carrier and notify us without

delay. Failure to make a complaint or to make contact does not in any way affect your legal rights or the enforcement of such rights, notably your warranty rights. However, in doing so you help us to assert our own claims against the carrier or transport insurer.

Applicable to businesses: The risks of accidental loss or deterioration of the goods will transfer to you once we have submitted the item to the haulier, carrier or other contractor for forwarding to the defined person or establishment.

## **9. Warranty and guarantees**

### **9.1 Liability for defects**

We are under a legal duty to supply products that are in conformity with this contract.

Unless expressly agreed otherwise below, the statutory guarantee provisions (liability for defects) shall apply. With respect to consumers, the statutory guarantee provisions of the country of their respective habitual residence shall apply.

The following limitations and reductions of time periods with respect to businesses/merchants shall not apply to claims based on damage caused by us, our legal representatives or vicarious agents

- in the event of injury to life, limb or health
- in case of intentional or grossly negligent breach of duty as well as fraudulent intent
- in the event of a breach of essential contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations)
- within the scope of a voluntary guarantee, if agreed, or
- within the scope of application of the Product Liability Act (Produkthaftungsgesetz).

### **Restrictions in relation to businesses**

In relation to businesses, only our own specifications and the manufacturer's product descriptions included in the contract shall be deemed to be an agreement on the quality of the goods; we shall not accept any liability for public statements made by the manufacturer or other advertising statements. For businesses, the limitation period for claims for defects in newly manufactured goods is one year from the transfer of risk. The previous sentence does not apply to an item that has been used for a building in accordance with its customary use and has caused the building to be defective. The

sale of used goods is subject to the exclusion of any warranty. The statutory limitation periods for the right of recourse according to § 445a BGB (German Civil Code) remain unaffected.

### **Note to merchants ("Kaufleute" in accordance with HGB - German Commercial Code)**

Among merchants ("Kaufleute"), the obligation to examine and give notice of defects regulated in § 377 HGB (German Commercial Code) shall apply. If you fail to give notice as regulated therein, the goods shall be deemed to have been approved, unless the defect was not recognisable during the inspection. This does not apply if we have fraudulently concealed a defect.

### **Complaints and return of goods**

Complaints can be submitted by consumers and businesses to our contact details given in the supplier identification.

When you exercise your warranty rights and we deem it necessary to receive the goods back in order to examine your complaint, you must send back the goods at our cost to the address provided for this purpose. We are committed to respond to any complaint immediately, but no later than within 14 days of its submission.

## **9.2 Guarantees and customer service**

Information on any additional voluntary guarantees that may apply and their exact conditions can be found with the product and on special information pages in the online shop, if applicable.

## **10. Liability**

We shall in any case be liable without limitation for claims due to damages that have been caused by us, our legal representatives or legal agents

- for injury to life, limb or health
- for deliberate or grossly negligent breach of duty
- for guarantee commitments, where agreed
- towards consumer.

Except these cases, our civil law liability is limited to the foreseeable and direct damages at the time of contract conclusion.

## **11. Online dispute resolution**

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <https://ec.europa.eu/consumers/odr/>. In order to settle disputes arising from a contractual relationship with a consumer or from whether such a contractual relationship exists at all, we will participate in dispute settlement proceedings before a consumer dispute resolution body. Consumers can contact their national European Consumer Centre in this regard. The respective contact details of the individual ECCs can be found at <https://www.evz.de/en/alternative-dispute-resolution/adr-in-europe/>.

## **12. Final provisions**

If you are a business, German law applies, to the exclusion of the UN Sales Convention.

If you are a "Kaufmann" within the meaning of the German Commercial Code (HGB), public-law legal entity or special public-law fund, the exclusive legal jurisdiction for all disputes from contractual relationships between us and you is our registered office.