



enhanzz

TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS WITH CUSTOMER INFORMATION

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1. Scope of application

- 1.1. These General Terms and Conditions (hereinafter "GTC") of ENHANZZ AG (hereinafter "Seller") shall apply to all contracts for the delivery of goods concluded by a consumer or entrepreneur (hereinafter "Customer") with the Seller with regard to the goods displayed by the Seller in his online shop. Hereby the inclusion of own conditions of the customer is contradicted, unless otherwise agreed.
- 1.2. A consumer in the sense of these GTC is any natural person who concludes a legal transaction for purposes which can predominantly neither be attributed to his commercial nor his self-employed professional activity. An entrepreneur within the meaning of these General Terms and Conditions is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or self-employed professional activity.
- 1.3. These GTC shall also apply to future business relations with entrepreneurs without the seller having to refer to them again. If the entrepreneur (as customer) uses conflicting or supplementary general terms and conditions, their validity is hereby contradicted; they only become part of the contract if the seller has expressly agreed to this.

2. Contractual partner, conclusion of contract

- 2.1. The purchase contract is concluded with ENHANZZ AG.
- 2.2. By placing the products in the online shop, the seller makes a binding offer to conclude a contract for these items. The customer can initially place ENHANZZ products in the shopping cart without obligation and correct his entries at any time before sending his binding order by using the correction aids provided and explained in the order process. The contract is concluded by the customer accepting the offer of the goods contained in the shopping basket by clicking on the order button. Immediately after sending the order, the customer will receive another confirmation by e-mail. The seller has the right to cancel orders without giving reasons and/or to make only a partial delivery. In this case, the customer will be informed by e-mail before the goods are delivered.
- 2.3. When placing an order via the online order form of the seller, the contract data is stored by the seller and sent to the customer in text form by e-mail after sending his order together with these general terms and conditions. In addition, the contract data is archived on the seller's server and can be retrieved by the customer via his password-protected customer account stating the corresponding login data, provided that the customer has created a customer account in the seller's online shop before sending his order.

- 2.4. Contract language, storage of contract data. The languages available for the conclusion of the contract are German and English. In case of discrepancies between the German and the English language, the German language has priority. The seller stores the contract data and sends the order data to the customer by e-mail. The customer can view the contract data in the customer account.
- 2.5. Orders are usually processed and contacted via the online order form, by e-mail and automated order processing. The customer must ensure that the e-mail address provided by him for order processing is correct, so that the e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller can be delivered.
- 2.6. If the customer has placed a binding order for an automatic periodic delivery shipment (Autoship), the credit card is charged on the chosen due-date of delivery. The products are shipped on the next following working day. The Autoship contract continues until it is terminated by either party (customer or seller). The cancellation must be made by e-mail at the latest 14 days before the next delivery date.

3. Right of revocation

- 3.1. Consumers are generally entitled to a right of revocation.
- 3.2. Further information on the right of revocation can be found in the seller's revocation instructions.
- 3.3. The right of revocation does not apply to consumers who at the time of conclusion of the contract do not belong to any member state of the European Economic Area or Switzerland and whose sole place of residence and delivery address at the time of conclusion of the contract is outside the European Economic Area or Switzerland.

4. Prices and terms of payment

4.1. Unless otherwise stated in the seller's product description, the prices stated are total prices which include the statutory value-added tax. If necessary, additional delivery and shipping costs will be stated separately in the respective product description.

4.2. For deliveries to countries outside the European Economic Area or Switzerland, additional costs may be incurred in individual cases for which the seller is not responsible, and which are to be borne by the customer. These include, for example, costs for the transfer of money by credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties). Such costs may also be incurred in relation to the transfer of money if the delivery is not made to a country outside the European Economic Area or Switzerland, but the customer makes the payment from a country outside the European Economic Area or Switzerland.

4.3. The following payment options are made available to the customer in the seller's online shop:

- Credit Card

When you place your order, you also provide us with your credit card details. Once you have been identified as a legal cardholder, we ask your credit card company to initiate the payment transaction immediately after your order. The payment transaction is carried out automatically by the credit card company and your card is debited. ENHANZZ remains responsible for general customer inquiries, e.g. regarding the goods, delivery time, dispatch, returns, complaints, revocation declarations and deliveries or credit notes, even if payment is made by credit card.

- SOFORT (Klarna)

After placing your order you will be redirected to the website of the online provider Sofort GmbH. In order to be able to pay the invoice amount via SOFORT, you must have an online banking account with PIN/TAN procedure suitable for participation in SOFORT, authenticate yourself accordingly and confirm the payment order to us. You will receive further information during the ordering process. The payment transaction will be executed immediately thereafter by SOFORT and your account will be debited.

- PayPal

In the order process you will be redirected to the website of the online provider PayPal. In order to pay the invoice amount via PayPal, you have to be registered or set up an account, legitimize with your access data and confirm the payment authorization to us. After placing the order in the shop, we request PayPal to initiate the payment transaction.

The payment transaction will be carried out automatically by PayPal immediately thereafter. You'll get more information during the ordering process.

- 4.4. In case of continued purchases (automatic periodic delivery; Autoship) the seller reserves the right to adjust prices. These will be communicated to the customer in writing (by e-mail) with an advance notice of 2 months. In this case, the customer is entitled to terminate the continuation purchase contract with 14 days' notice as of the effective date of the price adjustment.

5. Delivery and shipping conditions

- 5.1. Unless otherwise agreed, goods shall be delivered by dispatch to the delivery address specified by the customer. The delivery address given to ENHANZZ in the order processing is decisive for the processing of the transaction.
- 5.2. If the carrier returns the shipped goods to the seller, as delivery to the customer was not possible, the customer shall bear the costs of unsuccessful shipment. This shall not apply if the customer effectively exercises his right of withdrawal, if he is not responsible for the circumstance that led to failed delivery or if he was temporarily prevented from accepting the service offered, unless ENHANZZ had notified him of the service a reasonable time in advance.

6. Retention of title

- 6.1. The goods remain the property of the seller until full payment has been received.

7. Liability for defects (warranty)

- 7.1. If the object of purchase is defective, the provisions of the statutory liability for defects shall apply.
- 7.2. The customer is requested to complain to the deliverer about delivered goods with obvious transport damage and to inform the seller of this. If the customer does not comply, this has no effect on his statutory or contractual claims for defects.

8. Redemption of loyalty bonuses

- 8.1. Vouchers issued free of charge by the Seller as part of a loyalty program with a certain period of validity and which cannot be purchased by the Customer (hereinafter "loyalty awards") can only be redeemed in the online shop of the Seller and only within the specified period.
- 8.2. Loyalty rewards can only be redeemed before completion of the order process. Subsequent offsetting is not possible.
- 8.3. If the loyalty bonuses are not sufficient to cover the order, one of the other payment methods offered by the seller can be chosen to settle the difference.
- 8.4. The credit balance of the loyalty bonuses is neither paid out in cash nor bears interest.
- 8.5. Loyalty awards are redeemable until the end of the third year after the year of allocation of the loyalty awards.

9. Liability

- 9.1. We are always liable without limitation for claims based on damages caused by us, our legal representatives or vicarious agents:
 - in case of injury to life, body or health,
 - in the event of intentional or grossly negligent breach of duty,
 - for guarantee promises, if agreed, or
 - as far as the scope of application of the Product Liability Act has been opened.
- 9.2. In the event of breach of essential contractual obligations, the fulfilment of which is essential for the proper performance of the contract and on whose compliance the contractual partner may regularly rely (cardinal obligations), through slight negligence by us, our legal representatives or vicarious agents, the liability is limited in amount to the damage foreseeable at the conclusion of the contract, the occurrence of which must typically be expected. In all other respects, claims for damages are excluded.

10. Applicable law

- 10.1. All legal relations between the parties shall be governed by the law of the Seller's registered office, to the exclusion of the laws governing the international sale of movable goods. Mandatory provisions of the country in which the customer has his habitual residence remain unaffected.

11. Alternative dispute resolutions

- 11.1. The European Commission provides an online dispute resolution (OS) platform, which can be found at <https://ec.europa.eu/consumers/odr/>. Consumers have the opportunity to use this platform to settle their disputes. In order to settle disputes arising from a contractual relationship with a consumer in Germany or as to whether such a contractual relationship exists at all, we are obliged to participate in dispute resolution proceedings before a consumer arbitration body. The general consumer arbitration board of the "Zentrum für Schlichtung e.V.", Straßburger Straße 8, D-77694 Kehl am Rhein, www.verbraucher-schlichter.de. is responsible. We will participate in dispute resolution proceedings before this body.

12. Final clauses

- 12.1. Should one or more provisions of these GTC be invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by the relevant statutory provision.