

Welcome to Fitnessshotline GmbH!

Please send the completed questionnaire to: export@best-body.com or by fax to +49(0)3744 365665-20.

GENERAL INFORMATION ABOUT YOUR COMPANY

Company name

New customer

Current customer

Your customer number:

Invoice address

Delivery address (if different)

TERMS AND CONDITIONS

Our general terms and conditions apply. These are attached to this questionnaire.

Company

Company

NEWSLETTER

Yes, I would like to be informed about current promotions and new products in future.

Street/No.

Street/No.

*This agreement can be revoked at any time.

Postcode

Postcode

Place

Place

Our address:

Fitnessshotline GmbH
 Beethovenstrasse 9
 08209 Auerbach
 Germany

Country

Country

Our e-mail:

export@best-body.com

Phone

Fax

Our phone- und fax number:

Phone: +49(0)3744 3 65 65 40

Fax: +49(0)3744 3 65 65 20

Email

Website

Our B2B-onlineshop:

<https://shop.best-body-nutrition.com/en-us/>

Legal form

VAT ID

Our business hours:

Mo. – Fr. 8.00 am – 5.00 pm

GLN (Global Location Number)

CONTACT PERSONS

Department	Contact person	Phone number	Fax number	E-Mail
Sales Department				
Purchase Department				
Marketing				
Financial Department				
RMA				
Logistics				

PAYMENT PROCEDURE FOR FIRST ORDERS

Advance payment

Please note:

First orders can only be placed against prepayment. For further orders we would be happy to arrange a payment term using SEPA B2B direct debit scheme (creditworthiness provided) if possible.

PAYMENT PROCEDURE FOR FURTHER ORDERS

I would like to receive invoices for follow-up orders using payment in advance.

I would like to receive invoices for follow-up orders using the SEPA B2B direct debit procedure*. Please send me the direct mandate.

*For EU customers only. For third country customers we can only offer payment in advance.

Email address to send invoices to:

(Invoices will be sent via email by default. Please state the email address invoices or credits should be send to.)

FURTHER INFORMATION ABOUT YOUR COMPANY

What is your major business?:

- Gym
- Nutrition store
- Physiotherapy/doctor/clinic
- Gas station
- Pharmacy
- Trainer/Club
- E-Commerce
- Food retailer
- Wellness/swimming bath/hotel
- Sports store
(cycling or running sport)
- Others:

ATTACHED DOCUMENTS

- Business registration
 Business reregistration
 Business deregistration
- Others:

ONLINE SHOP

- Please provide me with an access to the B2B online shop at <https://shop.best-body-nutrition.com/en-us/> using the following email address:

For further information and marketing material (e.g. catalogues, price lists, product images) please visit our download page <https://media.best-body.com>.

ADDITIONAL INFORMATION

(e.g. delivery guidelines, request for price lists, catalogues, product samples)

FINAL CLAUSE/LETTER OF CONSENT

I hereby agree that Fitnessshotline GmbH shall process my personal data and information in accordance with EU-General Data Protection Regulation in order to fulfil its business objectives until further notice. Please find more information about data protection regulations on our homepage: https://shop.best-body-nutrition.com/en-us/service/privacy_en

place, date

signature/stamp

ORDER

When placing your order via our online shop you can benefit from unlimited access.

If you are interested in having your own access, please make a note in this questionnaire. One of our service staff will create a respective new retail account for you.

We also we provide the following ways to place your order:

- Via Email
- Via Fax
- Via Phone

DELIVERY

Which parcel service provider do you want to receive your delivery from?

- DPD
 DHL

Is an advice* of your delivery required?

- Yes
 No

*Only for shipping by TL/LTL

The advice is given for parcel shipping automatically via our transport service provider DHL or DPD. The notification will be send to the contact person specified in the sales order.

Thank you for completing the customer questionnaire. Please send the complete document together with a copy of your business registration to export@best-body.com or by fax to **+49(0)3744 36565-20**.

Please note that setting up a trade account for you is not possible without providing all your complete documents.

For any further questions, please contact our support team by +49(0) 3744 36565-40 or call your responsible sales representative.

General business and delivery terms and conditions for dealers/resellers of Fitnessshotline GmbH (Dealer GT&Cs)

[as at 01.04.2015]

Sec. 1 Scope, definitions

- These general business terms and conditions (hereinafter referred to as GT&Cs for short) are valid for all offers, sales contracts, deliveries and service contracts for goods and services of Fitnessshotline GmbH (hereinafter referred to as the "Vendor") with companies (hereinafter referred to as "Dealers"), without the Vendor being required to refer to them again in each individual case; in the event of changes to the GT&Cs, the Vendor shall inform the Dealer immediately.
- Companies within the sense of these GT&Cs are individuals or legal entities, or partnerships with legal capacity that, in concluding a legal transaction, are acting in their commercial or independent professional capacity.
- These GT&Cs apply exclusively. Terms and conditions of the Dealer that deviate from, stand in opposition to or supplement these GT&Cs are not deemed to be part of the contract even if the Vendor is aware of them, and will not be recognised even partially unless their validity is expressly approved in writing.
- The latest version of the Vendor's GT&Cs can always be found on the Internet at <http://shop.best-body-nutrition.com>. The GT&Cs displayed there in the Dealer log-in section should be deemed the latest version of the Fitnessshotline GmbH GT&Cs. Older versions become invalid with the release of a newer version of the GT&Cs on the Internet.
- Individual agreements reached with the Dealer in individual cases (including subsidiary agreements, additions and modifications) will in such cases take precedence over these GT&Cs. A written contract or written confirmation from the Vendor is critical to the content of such agreements.
- References to the validity of statutory provisions are solely for the purposes of clarification. Statutory provisions are valid even without such a clarification, provided that they are not directly modified or expressly excluded in these GT&Cs.

Sec. 2 Conclusion of the contract

- All offers made by the Vendor are non-binding and free of obligation.
- The Dealer may order goods from the protected log-in section of our on-line shop www.best-body-nutrition.com, in writing, by fax, by e-mail or by phone to the order hotline.
- By ordering goods, the Dealer is making a binding declaration of intent to purchase the ordered goods and therefore to recognise these GT&Cs. Orders made by the Dealer are offers to enter into a corresponding contract.
- Except in cases involving a telephone order, when the Dealer orders goods, the Vendor will normally send the Dealer a prompt acknowledgement that the offer has been received (acknowledgement of receipt), which does not constitute acceptance of the offer.
- The contract will only be concluded once the Vendor has accepted the offer. The Vendor reserves the right either to accept or to refuse the offer within 2 (two) weeks of receipt. Acceptance can be confirmed either expressly in writing or by e-mail (order confirmation) or implicitly through complete or partial delivery of the goods to the Dealer. The order confirmation is effective even in the absence of a prior acknowledgement of receipt.
- If the Dealer orders goods electronically, the Vendor will save the order text and send it to the Dealer via e-mail on request, along with the applicable GT&Cs.
- Information concerning the object of delivery or service (e.g. shape, colour, weight, dimensions or practical value) and representations of said object (e.g. drawings and illustrations) are only approximately applicable unless exact conformity is required for use of the goods for the contractually stipulated purpose. These are not guaranteed characteristics but rather descriptions or features of the delivery or service. Customary deviations, changes to the formulations and deviations that result from statutory provisions or that constitute improvements are permissible provided that they do not affect the use of the goods for the contractually stipulated purpose. In all other respects, changes and additions to the content of the contract must be made in writing.

Sec. 3 Scope of delivery and service, default in delivery

- The agreement regarding binding delivery deadlines must be in writing. Any information regarding delivery deadlines, including in the order confirmation, is non-binding.
- Unless otherwise stated, the Vendor strives to achieve a delivery time of approx. 2 (two) weeks from conclusion of the contract for domestic deliveries. If pre-payment is agreed, the delivery time begins at the point when full payment reaches the Vendor's bank account.
- If binding delivery times cannot be met for reasons that are not the responsibility of the Vendor (unavailability of the goods or services), the Vendor shall inform the Dealer of this situation immediately, and at the same time communicate the expected new delivery time. Should the goods or services remain unavailable by the new delivery time, the Vendor is entitled to rescind the contract, whether entirely or partially; the Vendor shall promptly refund any return service already rendered by the Dealer. The unavailability of goods or services will be deemed to exist in particular if the Vendor's own suppliers fail to provide a punctual delivery if a congruent hedging transaction has been concluded between them, if neither the Vendor nor the supplier are at fault, or if the Vendor is under no procurement obligation in the particular case. The Dealer is not entitled to compensation in such cases.
- The same applies if delivery is rendered substantially more difficult or impossible due to *force majeure* or other events not the responsibility of the Vendor. Such events include in particular: Fire, flood, labour disputes, interruption of operations, strikes and official directives falling outside the Vendor's operational risk. In the aforementioned cases, the Dealer will be promptly informed regarding the inability to deliver and any return service already rendered will be promptly refunded.
- Substitute deliveries are permissible if a particular item is not available. In this case, the Vendor will send a product of equal quality and price (replacement item). Should a replacement item not meet with approval, it may be returned free of carriage or packaging charge.
- Partial deliveries are permissible if the Dealer has not shown disinterest in receiving such deliveries or if they are not viewed as recognisably unreasonable. Should the Vendor exercise this right, then the packaging and shipping costs will be levied one time only.
- The occurrence of a default in delivery is determined in accordance with statutory regulations. In any case, however, the Dealer must issue a reminder, with the setting of an appropriate time limit for subsequent delivery. Should the Vendor fail to deliver, then the Dealer may demand lump-sum compensation for damages due to this delay. The lump-sum compensation amounts to 0.5% of the net price (delivery value) for each complete calendar week of default, but in total no more than 3% of the delivery value of the delayed goods. The Vendor reserves the right to prove that the Dealer has suffered no damage or only substantially less damage than that represented by the above lump sum.

Sec. 4 Prices and delivery conditions

- Unless agreed otherwise in writing, the prices of goods are valid ex Vendor's warehouse, exclusive of shipping and packaging. The prices of goods and prices for shipping and packaging are calculated based on the Vendor's current prices valid at the time of conclusion of the contract, which must be provided to the Dealer on request, or for orders placed via the online shop <http://shop.best-body-nutrition.com>, based on the prices specified there. All prices are understood to be exclusive of statutory VAT at the applicable statutory rate.
- Shipping and packaging charges must be borne by the Dealer. Should the Dealer require a particular type of packaging and/or shipping, then the associated costs must also be borne by Dealer in their entirety. The Vendor will not take back any transport packaging or any other packaging under the terms of the German Packaging Ordinance. This packaging becomes the property of the Dealer; exceptions to this rule are EURO exchange/deposit pallets, for which the Dealer shall pay any deposit amounts.
- The Dealer shall bear the cost of any transport insurance it may wish to have.
- Any taxes, duties, fees and other public charges or costs for essential certificates are to be paid by the Dealer.

Sec. 5 Terms of payment

- Unless otherwise agreed in particular cases, payment must be made exclusively in advance or upon delivery. Any costs incurred through payment upon delivery must be borne by the Dealer.
- By separate agreement, delivery may also be paid by means of a bank transfer upon invoice or using the SEPA Direct Debit Scheme. For the latter option, a separate SEPA Direct Debit Mandate is required from the Dealer as a prerequisite. In the event of insufficient funds to cover the direct debit or of unauthorised charge-back, the Dealer is obligated to reimburse all costs arising as a result.
- With the exception of payment in advance or upon delivery and unless otherwise agreed in particular cases, invoice amounts are due within 14 (fourteen) days of invoicing and delivery or acceptance of the goods. For contracts with a delivery value in excess of EUR 2000, the Vendor is entitled to request a down payment to the amount of 20% of the purchase price. The down payment is due and payable within 14 (fourteen) days of invoicing.
- If the above payment deadlines are not met, the Dealer will be deemed to have entered into default. During default, the purchase price will incur interest charges at the respective applicable default interest rate. The Vendor reserves the right to claim further default damages (e.g. higher default interest rates, penalty fees). In the case of traders, the Vendor is entitled to charge default interest (Section 353 of the German Commercial Code).
- The Dealer is only entitled to offsetting and retention rights insofar as its claim has been legally determined or is uncontested. In the event of delivery default, the Dealer's counter-rights remain unaffected.
- The Vendor reserves the right to accept bills of exchange or cheques. Bills of exchange and cheques will only be accepted as promise of payment. The date of acceptance will not be considered to be the date of payment. Costs related to discounting or collection must be borne by the Dealer. The Vendor is not responsible for the timeliness of protest.
- If the payment period is exceeded, or in the event of changes to creditworthiness or doubts concerning the Dealer's ability or willingness to pay due to a subsequent deterioration of its economic condition, the Vendor is entitled to amend the conditions of payment for all existing and future claims and to demand immediate cash payment of all remaining outstanding debts. Should the Dealer fail to meet this demand within a reasonable period stipulated to it in writing, then the Vendor is entitled to rescind the contract. In such a case, the Dealer has no claim to compensation.
- If the Dealer enters into default, then the Vendor is entitled to withhold the provision of further deliveries until payment is made for all due invoices. The Vendor is entitled to assign to third parties its claims against the Dealer arising from the business relationship.

Sec. 6 Reservation of ownership

- The following agreed reservation of ownership serves as security for all and any current, future and conditional demands of the Vendor towards the Dealer, that arise between the contracting parties from the present sales and delivery relationship.
- The goods delivered by the Vendor remain the property of the Vendor until payment has been made in full for all secured claims. The goods as well as the substitute goods covered by the reservation of ownership in accordance with the following provisions will hereinafter be referred to as "reserved goods".
- The Dealer shall store the reserved goods for the Vendor free of charge.
- The Dealer is entitled to process or sell the reserved goods in the normal course of business until such time as a claim is made against it. Pledges and assignments as security are not permitted.
- In the event of the resale of the reserved goods, the Dealer assigns to the Vendor its claims against the buyer arising from this situation to serve as security - in the event that the Vendor has co-ownership of the reserved goods, this will be on a *pro rata* basis according to the joint ownership share. The same applies for any other claims that take the place of reserved goods or that otherwise accrue with respect to reserved goods, such as for insurance claims or claims resulting from tortious acts in the event of loss or destruction. We hereby grant the Dealer revocable authorisation to collect the accounts receivable by us in its own name. We may only revoke this claim in the occurrence of an enforcement event.
- Reservation of ownership covers the products resulting from the processing, intermingling or joining of our goods at their full value, with the Vendor being deemed as the producer. If a third party right of ownership exists as a result of the processing, intermingling or joining of our goods with those of a third party, then the Vendor will acquire co-ownership of the

General business and delivery terms and conditions for dealers/resellers of Fitnessshotline GmbH (Dealer GT&Cs)

[as at 01.04.2015]

fraction corresponding to the proportion of the invoice value of the processed, intermingled or joined goods. In all other cases, the same conditions apply to the resulting product as to the goods delivered under reservation of ownership.

7. Should third parties lay claim to reserved goods, specifically by seizing them, then the Dealer will promptly inform them of the Vendor's ownership of these goods, and will inform the Vendor so as to enable it to assert its ownership rights. Should third parties not be in a position to compensate the Vendor for judicial or extra-judicial costs arising in this context, the Dealer will be liable to the Vendor for these costs.
8. Where existing claims exceed by more than 10% the realisable value of all securities held by the Vendor, then the Vendor shall, upon the Dealer's request, release securities of its own choice extending beyond this value.
9. In the event that the Dealer acts in breach of the contract, specifically in the form of non-payment of the due purchase price, then the Vendor is entitled under statutory provisions to rescind the contract and to demand that the goods be returned on the basis of reservation of ownership and rescission. Should the Dealer fail to pay the due purchase price, then the Vendor may only assert these rights after first setting the Dealer a reasonable time limit for payment, which is not met, or if it is not obligated to set a time limit in accordance with the statutory provisions.

Sec. 7 Transfer of risk

1. The risk of accidental loss and accidental deterioration of the goods will pass to the Dealer on delivery at the latest. In the event of a sale involving the shipping of goods, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay will pass to the Dealer upon delivery of the goods to the freight forwarder or carrier, or to any other person or institution charged with carrying out the shipment. In the event that goods are to be collected from the Vendor, the risk of accidental loss and accidental deterioration of the sold goods will pass to the Dealer once notification of readiness for despatch is provided.
2. Should the Dealer fail to accept goods offered by the Vendor under the terms of the contract or fail to act in cooperation, or if delivery is delayed under other circumstances for which the Dealer is responsible, then the Dealer will be deemed to be in default of acceptance. Such an occurrence is deemed the equivalent of delivery. In the case of default of acceptance, the Vendor is entitled to demand appropriate compensation for the costs that arise as a result, including additional expenditures (e.g. storage costs). These costs amount to 1.0% of the invoice amount for the goods to be stored per elapsed calendar week. The right to enforce and verify additional or lower storage costs remains reserved. However, the statutory obligation to bear risk remains unaffected in the event of default of acceptance.
3. The Vendor is not obligated to have transport or storage insurance.

Sec. 8 Warranty

1. The warranty period covers 1 (one) year following delivery or, should acceptance be required, following acceptance.
2. Delivered goods must be examined immediately and carefully following delivery to the Dealer or to the Dealer's designated third party. With respect to obvious defects or other defects that would have become recognisable during an immediate, careful examination, goods are deemed to have been approved by the Dealer unless the Vendor receives written notice of said defects within seven working days following delivery. With respect to other defects, goods are deemed to have been approved by the Dealer if the Vendor does not receive notice of said defects within seven working days from the point at which said defect appeared; if said defect was recognisable to the Dealer under normal usage at an earlier point in time, however, this earlier point in time will be deemed the beginning of the notice period.
3. In the event of erroneous or excessive deliveries, the Dealer is obligated to return the goods to the Vendor immediately in the original packaging and without any changes to their original state (e.g. markings). The Dealer will receive a returns form for this purpose from the Vendor. Should the returned goods show evidence of damage or changes to their original state or no longer be in their original packaging, meaning that it would no longer be possible to sell the goods, then the amount to be credited to the Dealer will be reduced by 30% of the full invoice amount.
4. In the event that a delivered item is defective, it will be at the Vendor's discretion as to whether to repair the defect (rectification) or to deliver an item free from defects (replacement delivery). The Vendor's right to deny supplementary performance under statutory provisions remains unaffected. Warranty claims are excluded if and to the extent that the Dealer fails to observe the Vendor's instructions or recommendations.
5. The Vendor is entitled to make its owed supplementary performance conditional on the Dealer's payment of the due purchase price. The Dealer is entitled, however, to retain a reasonable portion of the purchase price corresponding to the defect.
6. The Dealer shall grant the Vendor the necessary time and opportunity to carry out its owed supplementary performance, specifically returning the goods subject to the complaint for inspection purposes. Said goods must be sent to the Vendor free of transport charges. Each item must be accompanied by a description of the defect and a copy of the invoice/delivery note. In the event of a replacement delivery, the Dealer shall return the defective item according to statutory provisions. Supplementary performance does not include either disassembly of the defective item or re-assembly if the Vendor was not originally responsible for assembly.
7. The expenses necessary for the purpose of examination and supplementary performance, in particular the costs of transport, travel, labour and materials (not disassembly and assembly costs) must be borne by the Vendor if a defect does in fact exist; this does not apply if costs increase due to the delivered item being located in a place other than where the item was delivered. Should a demand by the Dealer for rectification of defects prove to be without justification, then the Vendor is entitled to demand that the Dealer reimburse the costs arising from this situation.
8. Solely in urgent circumstances, such as where a risk to operational safety exists or to prevent disproportionate damage, the Dealer is entitled to rectify the defect on its own and to demand that the Vendor compensate the expenses objectively necessary for this purpose. In the case of such self-fulfilment, the Vendor must be informed immediately and, wherever possible, in advance. The right of self-fulfilment does not exist in cases where the Vendor would be entitled to deny supplementary performance in accordance with statutory provisions.

Sec. 9 Damage in transit

1. The Dealer shall bear the risk of shipment. The risk will pass to the Dealer upon despatch from the warehouse.
2. The Dealer is obligated to examine the shipment upon acceptance for visible packaging defects. Should external damage to packaging crates be established, the contents must be examined immediately.
3. The Dealer must inform the freight forwarder of any damage to packaging immediately, and must then inform the Vendor in writing immediately, but no later than within 7 working days.

Sec. 10 Data protection

1. All data collected from the Dealer must be treated confidentially. Data necessary for business transactions will be stored, and will only be transmitted to associated companies and sub-suppliers for the purpose of processing the order or to banks for accounting purposes.
2. For the purpose of credit assessment, Bürgel Wirtschaftsinformationen GmbH & Co. KG, P.O. Box 500 116, 22701 Hamburg, Germany, will provide us with any address and credit data stored about you in its database, including any data ascertained using mathematical and statistical processes, provided that we can substantiate our legitimate interest.
3. For the purpose of reaching a decision regarding the establishment, realisation or termination of a business relationship, we will collect or utilise probability data calculated using address data among other information.

Sec. 11 Limitation of liability

1. The Vendor is liable for compensation - for whatever legal reason - in cases of intent and gross negligence. In cases of simple negligence, the Vendor is liable solely
 - a) for damages arising from injury to life, body or health,
 - b) for damages arising from violation of a major contractual obligation (obligation whose fulfilment is an essential prerequisite for proper fulfilment of the contract and the compliance of which the contractual partner relies upon and may rely upon on a regular basis); in this case, the Vendor's liability is limited to reimbursement of the foreseeable, typically occurring damage.
2. The limitations of liability resulting from Par. 2 do not apply if the Vendor has maliciously concealed a defect or has provided a quality guarantee for the goods. The same applies for the Dealer's claims according to the German Product Liability Act.
3. In the event of a breach of obligation not arising from a defect, the Dealer is only entitled to withdraw from the contract if the Vendor is responsible for the breach of obligation.

Sec. 12 Other obligations of the Dealer

Where necessary, the Dealer is obligated to cooperate in any product recall actions that may become necessary for specific goods and, in cases of resale to trade customers, to ensure the possibility of batch tracking.

Sec. 13 Final provisions

1. Should one of the parties be unable to properly fulfil the contractual obligations incumbent upon it as a result of *force majeure*, then the other party may not derive any rights from this, regardless of the legal reason.
2. Should the time limits for deliveries and services not be met as a result of *force majeure*, then said time limits will be appropriately extended.
3. Valid incidents of *force majeure* specifically include war, national unrest, acts of terrorism, seizure or other acts of public authority, strikes, lock-outs and other labour conflicts, general shortage of raw materials and consumables, damage to equipment, break-down of equipment and other operational disruptions, natural phenomena or other circumstances beyond the responsibility of the respective party and only remediable at unreasonable expense.

Sec. 14 Applicable law, place of jurisdiction

1. The legal relations between the parties are subject to the law of the Federal Republic of Germany. The United Nations legislation on sales, adopted on 11 April 1980 (CISG), shall not apply.
2. If the Dealer is a fully qualified trader in the sense of the German Commercial Code, then Auerbach in the Vogtland District is the place of performance and sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The Vendor is entitled, nonetheless, to bring legal action against the Dealer in any other legally permissible place of jurisdiction.
3. In the event that a provision of these conditions or further agreements is or becomes invalid, this will not affect the validity of the remaining conditions. The contractual partners are obligated to replace any invalid provisions with a provision that most closely reflects their commercial purpose.

In case of doubt, the German version of the GT&Cs ("AGB's") is valid.