

Terms and Conditions

EVERYFITDAY

<https://everyfitday.de/>

The Service Provider/Seller :

Everyfitday

Wojciech Pawlowski Grzegorz Hebrowski Gbr

Oberwerder Damm 11-21,

20539 Hamburg

Vat number :.....

office@everyfitday.de.

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I. Definitions

1. Subscription Period – period of time in which the service provider carries out delivery of product to the Customer.
2. Order – Customer’s declaration of intent regarding directly conclusion of an agreement and indicating in particular the type and the quantity of products
3. Service Provider/Seller – Everyfitday Wojciech Pawlowski Grzegorz Hebrowski Gbr , Oberwerder Damm 11-21, 20539 Hamburg... , office@everyfitday.de.
4. Service – electronic services performed by the service provider through the web portal.
5. Customers -Consumers and Entrepreneurs.

6. Customer Account – collection of information on the customer (including customer’s address data and list of their orders) which are in the service provider’s IT system.
7. Mobile app-a mobile application (available on Android and iOS platforms) that allows the customer to access the services provided by the service provider;
- 8.Product – service in form of preparation and delivery of meals – diet programmes which are indicated on the website of the online portal(Mobile App) in detail and which is processed by the service provider on the terms determined in these regulations and on the product website.
9. Registration form – a form available in the online portal allowing to create a customer account.
10. Entrepreneurs -according to § 14 BGB , entrepreneurs are natural or legal persons or partnerships with legal capacity who order for commercial, independent or freelance purposes.
11. Consumers - a natural person who concludes a legal transaction with the service provider which is not directly related to their business or professional activity as self-employed. (§ 13 BGB)
12. Agreement – distance agreement concluded between the customer and the service provider via the web portal and the subject of which is the order by the Customer of the Product;
13. Working day – a day from Monday to Friday, excluding public holidays.

II. General

1. These Terms and Conditions specify the general conditions and ways of provision of services electronically and selling via the website <https://everyfitday.de/> or mobile

app EVERYFITDAY. Consequently, you agree to these Terms when you place an order through the Website or you accept an offer from us.

2. These Terms and Conditions are always available at the website <https://everyfitday.de/> which allows to download, display and record their contents by printing or saving them to a data carrier at any time.
3. Acceptance of the Terms is voluntary, but necessary to create an Account and/or for the Customer to place an order.
4. The customers are entitled to use the online offer within the scope of the respective availability. The content may only be used for only private, non-commercial purposes.
5. EVERYFITDAY does not guarantee that the platform or parts of the services will be permanently available.
6. Orders can only be accepted from customers who have reached the age of 18.
7. On EVERYFITDAY we offer you the sale of the following products:

EVERYFITDAY offers flexible food delivery programs with meals that are then delivered to the front door or to the office.

8. On EVERYFITDAY we offer the following services: The cooking of the dishes and the delivery of them to customers

III. Technical requirements of the website and mobile app

1. In order to use the Website, the Customer must have the following equipment:
 - a) A computer or mobile device (e.B smartphone, tablet) that is connected to the Internet and has software that allows access to the Website;
 - b) a web browser with JavaScript enabled and cookies;
 - c) an active email account.
2. In order to download and use the Mobile Application, the Customer must have the following equipment:
 - a) a mobile device (smartphone) with Android (version 5+) or iOS (version 11+) connected to the Internet;
 - b) an active email account;

- c) an active account on the Play Store or App Store.
- 3. The service provider has the right to introduce a break. The Service Provider informs the Customer of the planned break, which may interfere with the normal use of the Website or the Application by publishing information about the planned break on the Website. In the event of a failure of the Website, the Service Provider will make every effort to restore its functionality immediately.

IV. Conclusion of contract

1. The information on the products given in the websites of the online portal, in particular their descriptions, technical and usage parameters and prices constitute no binding offer. The presentation of products is an invitation for concluding an agreement only. By clicking on the button "add to shopping cart" you can place the respective products in the virtual shopping cart. This process is non-binding and does not constitute a contractual offer.
2. The Seller allows the Customer to place an order for the preparation and delivery of the Product for the subscription period in accordance with the Order.
3. The Seller enables the Customer to place an Order through the online portal, 24/7.
4. The order requires an active e-mail account. For orders placed via the order form available on the Website, a customer account must be available on the Website and you must be logged in there.
5. Access to the Everyfitday service requires registration.
6. Subject to other provisions of these Terms, to place an order the customer, once he/she has logged in to his/her account on the website, indicates the product offered on the website by the service provider, whereby he/she indicates the diet programme type, the calorific value of meals included in the product as well as the period of time for the product to be delivered (subscription period) or indicates goods offered on the website by the service provider. Additionally to the above mentioned data, the customer provides also data required for processing the order, including personal data and delivery address.

7. If the Order is placed via the Order form available on the website, the Customer places the Order with the Seller electronically, which constitutes an offer to conclude an Agreement for the Sales of the Products being the subject of the Order. The offer made electronically shall be binding for the Customer if the Seller sends – to the electronic mail address provided by the Customer – a confirmation of acceptance of the Order for processing, in the form of the Seller's declaration of acceptance of the Customer's offer; upon its receipt by the Customer the Sales Agreement shall be concluded.
8. When choosing the products, the customer should choose such means which do not influence their health problems with regard to their diet, including food allergies and other illnesses or indispositions which require elimination or limitation of consume of specific products.
9. The Agreement can be concluded in German , English or Polish.
10. The Customer agrees that the purchase documents (VAT invoice / receipt) for the order will be sent electronically.
11. The service provider stores the text of the contract after the conclusion of the contract (as an e-mail, invoice and in the shop system) and keeps it for a period of 10 years. The service provider offers the customer access to the text of the contract upon request.

V. Delivery

1. The orders are processed within the deadlines in accordance with the order calendar shown in the order process and the deadline available there. They do not constitute binding or guaranteed shipping or delivery dates, unless this is expressly designated as a binding date in the shipping options of the respective product.
2. If EVERYFITDAY becomes aware during the processing of the order that the products you have ordered are not available, you will be informed separately by e-mail or message in your customer account. The customer's legal claims remain unaffected.
3. Insofar as delivery to the customer is not possible because the delivered goods do not fit through the customer's front door or staircase or the customer is not at the delivery

address provided by him, although the delivery time has been announced to the customer within a reasonable time, the customer bears the costs of the failed delivery.

4. Should the customer receive the goods with obvious transport damage, the seller requires him to complain about them as soon as possible. Should the customer fail to make the complaint, this has no consequences for the statutory warranty rights.
5. On the website you will find information about the availability of products sold by EVERYFITDAY (e.B. on the relevant product details page). Please note that all information regarding the availability, shipping or delivery of the product is only the expected information and approximate guidelines.
6. Delivery of the Products is performed to the address indicated by the Customer when placing the Order (possible delivery address in Germany, around Hamburg).
7. If the possible delivery address and place of delivery are too far away, the product cannot be delivered. Then you will be informed about it.
8. Orders for Saturday and Sunday are accepted.
9. The minimum number of days of the order is 1 day.
10. The maximum number of days of the order is 30 days.
11. The customer can place a test order for a maximum of 1 day.
12. Orders are delivered by the drivers the day before between 16:00 and 22:00.
13. Orders are executed on the days selected by the Customer when placing the order, provided that the first day of order execution depends on the day and time of placing the order in accordance with the following table:

Order until 12:00 pm on:	Delivery between 16:00-22:00 on:
Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday (for Saturday and Sunday)
Thursday	Sunday
Friday	Monday

Saturday

Tuesday

Sunday

Wednesday

14. The execution of the order to change the address and delivery method depends on the day and time of transmission of the instruction according to the following table:

Date of submission of the instruction	Border Hour Day	execution (statement before cut-off time)	Day of execution (statement after cut-off time)
Monday	12:00	Wednesday	Thursday
Tuesday	12:00	Thursday	Friday
Wednesday	12:00	Friday	Saturday
Thursday	12:00	Saturday	Sunday
Friday	12:00	Sunday	Monday
Saturday	12:00	Monday	Tuesday
Sunday	12:00	Tuesday	Wednesday

15. The execution of the delivery cancellation order depends on the date and time the statement was submitted, as shown in the following table:

Date of submission of the instruction	Border Hour Day	execution (statement before cut-off time)	Day of execution (statement after cut-off time)
Monday	12:00	Wednesday	Thursday
Tuesday	12:00	Thursday	Friday
Wednesday	12:00	Friday	Saturday
Thursday	12:00	Saturday	Sunday
Friday	12:00	Sunday	Monday
Saturday	12:00	Monday	Tuesday
Sunday	12:00	Tuesday	Wednesday

VI. Storage

1. The product should be stored by the end user immediately after receipt between + 2-6 °C or consumed immediately.
2. Storage for more than 1 day should not be advocated, as there is a risk of bacterial susceptibility.

VII. Prices and shipping costs

1. The prices of products or goods are given in EUR and include all components, including VAT and others.
2. Prices apply at the time of ordering. If list prices are available, the prices given in the list price in force at the time of placing the order shall be used.
3. The Seller reserves the right to charge different models for different booking dates and user groups, in particular for different periods of use, as well as to offer different ranges of services.
4. Changing the order may entail a change in the price of the allowance or delivery costs. The customer will be informed about this by the Seller. In the event of an increase in the price as a result of a change, the Customer is obliged to pay the difference in accordance with the payment method chosen when placing the order, unless the parties agree otherwise. In the event that the price after the change is lower than originally agreed, the Seller will immediately return the overpayment to the Customer in accordance with the payment method chosen when placing the order, unless the parties agree otherwise.
5. The payment methods displayed during the ordering process are available to the customer:
 - Payment by credit card
 - Payment by PayPal
 - bank transfer to the Seller's bank account

6. If you choose the payment method in advance, the purchase price is due for payment immediately. You will receive the transfer data directly after receipt of your order. The delivery times are understood from receipt of payment. In the case of advance payment, the delivery times may therefore change depending on the availability of the ordered item at the time of payment.
3. If the payment method credit card is selected, a (pre-authorized) reservation of the amount is first made upon completion of the order. Your credit card account will be debited promptly after the order has been completed.
4. You agree that invoices will only be delivered in electronic form.
5. Until full payment, the delivered goods remain our property (retention of title according to §§158, 449 BGB).

VIII. The right to withdraw from the Agreement

1. The Consumer who concludes a distance agreement can withdraw from sales agreement without giving reasons for a cooling-off period of 14 days.(§ 312g BGB or § 355 BGB.)
2. The Consumer who concludes a distance agreement can terminate an agreement for services or an agreement for delivery of digital content that is not delivered on a physical carrier without giving reasons during at least 14 days.
3. The lapse of the period for withdrawing from the agreement starts at:
 - 1) For a sale agreement – from the Consumer, or a third party appointed by the Consumer other than the courier, taking possession of the product and, for an agreement including many products delivered separately, in batches or in parts – from acquiring the ownership of the last product, batch or part;
 - 2) For other agreements – from the date of concluding the agreement.
4. The Customer may compose the declaration by himself or use the form of declaration of withdrawal from Agreement (Appendix No 1).
5. To exercise your right of withdrawal, you must inform us:

– Everyfitday Wojciech Pawlowski Grzegorz Hebrowski Gbr , Oberwerder Damm
11-21, 20539 Hamburg... , office@everyfitday.de.

6. Upon receipt of the Consumer's declaration of withdrawal from the Agreement, the Seller shall send a confirmation of receipt of the declaration of withdrawal from Agreement to the Consumer's electronic mail address.
7. In the case of withdrawal from a distance Agreement, such an Agreement shall be deemed not concluded. What the parties have rendered shall be returned in an unchanged condition, unless the change was necessary within the scope of the ordinary management, in particular to determine the nature, features and functioning of the item. The Goods should be returned immediately, not later than within 14 days.
8. The purchased Goods should be returned to the address of the Seller.
Everyfitday Wojciech Pawlowski Grzegorz Hebrowski Gbr , Oberwerder Damm
11-21, 20539 Hamburg.
9. The Seller shall immediately, but not later than within 14 days from receipt of the Consumer's declaration on withdrawal from the Agreement, return to the Consumer all the payments he has made, including the costs of delivery for the Goods. The Seller shall refund the payment with the same method of payment as was used by the Consumer, unless the Consumer agrees to another way of refund, whereas such a refund shall not generate any cost for the Consumer.
10. The Seller may withhold the refund of payment received from the Consumer until he receives the returned item or the Consumer provides a proof of its return dispatch, whichever comes first, unless the Seller offered to pick up the item from the Consumer by himself.
11. If the form of delivery of the Goods selected by the Consumer is other than the least expensive, regular form of delivery offered by the Seller, the Seller shall not be obliged to refund to the Consumer any additional costs he has incurred.
12. The Customer shall only incur the direct cost of return of the Goods, unless the Seller has agreed to incur that cost.

Sample withdrawal form

(If you want to cancel the contract, please fill out this form and send it back to)

– Wojciech Pawlowski Grzegorz Hebrowski Gbr , Oberwerder Damm 11-21, 20539
Hamburg...office@everyfitday.de...

- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in case of notification on paper)
- Date.

(*) Delete as appropriate.

IX. Exclusion of the right of withdrawal

1. The right of revocation does not apply to contracts
 - a) for the delivery of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer;
 - b) for the delivery of goods that can spoil quickly or whose expiry date would be exceeded quickly;
2. The right of revocation expires prematurely in the case of contracts :
 - a) for the delivery of sealed goods that are not suitable for return for reasons of health protection or hygiene, if their seal has been removed after delivery;
 - b) for the delivery of goods if, after delivery, they have been inseparably mixed with other goods due to their nature; if the seal has been removed after delivery.

X. Warranty, liability

1. The warranty is based on the statutory provisions.

2. The liability of EVERYFITDAY is excluded, except for liability for damages due to violation of such contractual obligations that are indispensable for the achievement of the purpose of the contract (cardinal obligations), due to defective products according to the Product Liability Act, from injury to life, limb or health, which is due to a negligent breach of duty by EVERYFITDAY or an intentional or negligent breach of duty by a legal representative or vicarious agent of EVERYFITDAY , and for other damages based on a grossly negligent breach of duty by EVERYFITDAY or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of EVERYFITDAY .
3. The liability of EVERYFITDAY is excluded if you do not inform us about the necessary allergies and other problems of food intake.
4. The indicated nutritional values as well as calories may differ and serve as a rough orientation. The exact amount in grams of the dish can differ significantly from the nutritional values. Thus, there may be an excess or a deficiency of the amount of dishes on which the nutritional values are based.

XI. Force Majeure

1. The parties shall not be liable if they are unable to fulfil their obligations at all or only partially due to an unforeseen event or an event considered to be force majeure; this includes, but is not limited to, floods, fires, storms, scarcity of raw materials, strikes in the transport sector, partial or full strikes or lockouts. The party affected by such events must inform the other immediately, but at the latest within five (5) working days, of the occurrence of this event.
2. The parties agree that they will discuss as soon as possible how the order should be processed as long as the force majeure continues.

XII. Alternative Dispute Resolution

1. The EU Commission provides a platform for online dispute resolution on the Internet under the following link: <https://ec.europa.eu/consumers/odr> .

2. This platform serves as a point of contact for the out-of-court settlement of disputes arising from online purchase or service contracts in which a consumer is involved.
3. The service provider is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.

XIII. Final provisions

1. The Website and all content (including graphics, editorial content, documents and description of the products and services) are the intellectual property of EVERYFITDAY and/or third parties. The website and its contents are protected by intellectual property rights in accordance with the applicable legislation. Only the display of the website and subpages, as well as printing on paper for the personal use of the customer, are permitted. The complete or partial reproduction of the database or the contents for purposes other than purely personal for the customer is prohibited.
2. The law of the Federal Republic of Germany shall apply to all legal transactions or other legal relationships with us. The UN Convention on Contracts for the International Sale of Goods (CISG) and any other intergovernmental agreements, even after their adoption into German law, shall not apply. In the case of contracts with consumers, this choice of law shall only apply to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence.
3. If you are a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from contractual relationships between us and you is our place of business.
4. In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

21.03.2022

