

## General Terms and Conditions of Sales and Delivery of PM-International Australia Pty Ltd ("PM-International")

### 1. SCOPE; CONTRACT LANGUAGE

1.1. These General Terms and Conditions of Sales and Delivery ("GTC") apply to contracts concluded between you (consumer or distribution partner, collectively referred to as the Customer) and us, PM-International Australia Pty Ltd, located at Unit F5, 101 Rookwood Road, Yagoona, NSW 2199 (hereafter "PM-International"), represented by Thomas Sohns, professionally residing there, via this Online Shop.

1.2. The contract language is exclusively English. Translations of these terms and conditions into other languages are provided for your information only. In the event of any discrepancies between the language versions, the English text shall prevail.

### 2. APPLICABLE LAW

2.1. These GTC's are governed by and to be construed in accordance with the laws of New South Wales.

2.2. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts

### 3. CONCLUSION OF THE CONTRACT

3.1. The presentation of goods and services in our online shop constitutes an invitation to contract and not a legally binding offer.

3.2. By clicking the „Buy Now“ button in the final step of the ordering process, you submit a binding offer to purchase or book the goods and/or services displayed in the order overview. Immediately after submitting the order, you will receive an order confirmation, which, however, does not constitute acceptance of your offer. A contract between you and PM-International is concluded as soon as we accept your order and/or booking by a separate email or dispatch the goods. Please regularly check the SPAM folder of your email inbox.

### 4. TECHNICAL STEPS UNTIL CONCLUSION OF CONTRACT AND CORRECTION OF INPUT ERRORS; REGISTRATION IN OUR ONLINE SHOP

4.1. During the ordering process, you first add the goods you wish to purchase to your shopping cart. There, you can adjust the quantity of items or remove selected items at any time before ordering. If you have items in your cart, clicking the „Next“ buttons will take you to a page where you enter your data and then select the shipping and payment method. Finally, an overview page will open where you can review your information. You can correct input errors (e.g., regarding payment method, data, or desired quantity) by clicking „Change“ next to the respective field. If you wish to cancel the ordering process entirely, you can simply close your browser window. Otherwise, clicking the „Buy Now“ confirmation button will render your declaration binding in accordance with Section 3 (2) of these GTC.

4.2. You can only order goods in our online shop if you are a registered user. As a registered user, you do not need to provide your personal data every time; instead, you can simply log into your customer account using your email address and the password you chose during registration, either before or during an order. Registering alone does not entail any obligation to purchase the goods offered by us. For information on how we process your data, please refer to our Data Privacy Policy, which you find at the bottom line of our Online Shop.

### 5. CONTRACTUAL DOCUMENTS

The contractual terms, including information about the ordered goods and/or booked services, along with these GTC, will be sent to you via email upon acceptance of the contract offer or notification thereof.

## 6. RIGHT OF WITHDRAWAL FOR CONSUMERS

6.1. If you are a consumer (i.e., a natural person who places an order for purposes that cannot be attributed to your commercial or self-employed professional activity), you have a right of withdrawal in accordance with Australian law.

6.2. If you, as a consumer, exercise your right of withdrawal pursuant to paragraph 1, you have to bear the regular costs of returning the goods.

6.3. Furthermore, the regulations regarding the right of withdrawal are as detailed in the Right of Withdrawal Section in the online shop.

## 7. SUBSCRIPTIONS; DURATION AND TERMINATION

7.1. Subscriptions offer customers discounts on the prices applicable at the time of purchase for regular, recurring deliveries of certain products. Consumers can choose between delivery intervals of 30 or 90 days. Distribution partners are only provided with the 90-day delivery interval option. When selecting the 30-day delivery interval, one unit of the ordered product is delivered at 30-day intervals, and when selecting the 90-day delivery interval, three units of the ordered product are delivered at 90-day intervals. Upon subscribing to a subscription, products will be automatically ordered for you and delivered to you at the frequency chosen by you at the time of subscription, without further action required from you. Certain details of the subscription and the product (including price, discount, and availability) may change over time. Each subscription order is subject to the applicable subscription and product details. Prior to the shipment of each subscription order, you will receive an order confirmation containing all the details of the order.

7.2. The products ordered in the subscription will be invoiced at monthly intervals.

7.3. Deliveries to the customer at the selected intervals are made without a minimum term and are unlimited in duration, i.e., until the customer cancels their subscription. Cancellation is possible at any time via email or through the cancellation form provided on the PM-International website.

7.4. We reserve the right to cancel your subscriptions at any time. If your subscription is canceled, you will receive a corresponding notification via email. You will only be charged for subscription orders for which you have already received a shipping confirmation.

## 8. DELIVERY CONDITIONS; TRANSPORT DAMAGES

8.1. We deliver the goods according to the agreements made with you. Any shipping costs are stated in the product description and will be separately indicated on the invoice.

8.2. For customers within Australia (Australia Post)

The delivery time is 2-7 working days from the conclusion of the contract.

For consumers, the shipping flat rate is waived for orders over AU\$100.00.

Distribution partners pay a shipping flat rate of AU\$14.00 per shipping carton regardless of the order value.

8.3. For customers outside of Australia further information is available by emailing:  
[service@pm-international.com.au](mailto:service@pm-international.com.au)

PM-International is not responsible for transport risk.

## 9. PRICES

All price information in our online shop is in Australian dollars and relates to the gross price of such item including GST and is subject to additional shipping costs.

## 10. RETENTION OF TITLE

The goods remain the property of PM-International until full payment has been received.

## 11. PAYMENT TERMS

11.1. The purchase price and shipping costs are due for payment immediately upon ordering. Payment for the goods can be made by PayPal or by credit card. PM-International reserves the right to exclude certain payment methods in individual cases. For pickups payment can also be made in cash.

11.2. Payment by sending cash or checks is unfortunately not possible. We exclude liability in the event of loss.

11.3. You are not entitled to set off against our claims unless your counterclaims have been legally determined or are undisputed. You are also not entitled to set off if you assert complaints about defects or counterclaims arising from the same purchase contract.

11.4. As a buyer, you may only exercise a right of retention if your counterclaim arises from the same purchase contract.

## 12. VOLUNTARY RETURN POLICY

The voluntary return policy outlined below does not affect your statutory rights and claims, which you can exercise free of charge. In particular, your statutory right of withdrawal and statutory warranty rights remain unaffected and fully available to you. The statutory right of withdrawal applies (see Clause 6 and Right of Withdrawal Policy).

In addition, we grant the following conditions for returns:

### **Return Policy under the 30-Day Satisfaction Guarantee:**

Every consumer can return ordered FitLine products within 30 days from the date of invoice issued by PM-International AG if not satisfied. To do so, the FitLine products must be returned to PM as a sufficiently prepaid and fully prepaid package. PM will then issue a credit note for the amount of the purchase price paid. Promotional materials and sales aids are excluded from the satisfaction guarantee.

### **Extended Return Policy 90 Days:**

Every Team Partner and every consumer can return ordered PM products within 90 days from the date of invoice issued by PM-International, provided that they are intact, unopened, and resalable (the products must have 3 months or more until the best before date), without providing reasons. To do so, the PM products must be returned to PM-International with a fully and correctly completed return receipt, as well as a fully prepaid package. PM will then issue a credit note for the amount of the purchase price paid. Promotional materials and sales aids are excluded from the extended return policy.

## 13. WARRANTY

13.1. If the goods purchased and delivered from our online shop are defective, you are entitled, within the scope of statutory provisions, to request replacement, withdraw from the contract, or reduce the purchase price.

13.2. The limitation period for warranty claims for the delivered goods is two years from the delivery of the goods. Claims for defects that we have fraudulently concealed expire within the regular limitation period.

13.3. If we have given a separate warranty in individual cases, this warranty is in addition to the abovementioned warranties.

## 14. LIABILITY

14.1. We shall be liable to you in all cases of contractual and non-contractual liability for wilfull misconduct or gross negligence in accordance with Australian law.

14.2. Notwithstanding paragraph 3 below, in all other cases, we are only liable for breaches of contractual obligations that are essential for the proper execution of the contract and on whose fulfillment you as the customer regularly rely (so-called cardinal obligations), limited to the compensation of foreseeable and typical damages. In all other cases, our liability is excluded, subject to the provision in paragraph 3.

14.3. Our liability for damages resulting from injury to life, body, or health and under product liability laws shall remain unaffected by the above limitations and exclusions of liability.

## 15. COPYRIGHT AND USAGE RIGHTS

We hold copyright or usage rights to all images, videos, and texts published in our online shop. You may not use any of the images, videos, or texts without our express consent.

## 16. INFORMATION ON ONLINE DISPUTE RESOLUTION IN ACCORDANCE WITH ARTICLE 14(1) OF THE ODR REGULATION; JURISDICTION; DISPUTE RESOLUTION

16.1. The laws of New South Wales shall apply to these GTC and the contract concluded between PM-International and you.

16.2. If you were domiciled or had your regular residence in Australia at the time of concluding the contract, and either have moved away from Australia at the time of filing a lawsuit by us, or your domicile or regular residence is unknown at that time, the place of jurisdiction for all disputes is the registered office of our company in Sydney, Australia.

16.3. We endeavor to resolve any disagreements arising from our contractual relationship amicably. If a disagreement or dispute arises, please contact us in writing at [service@pm-international.com.au](mailto:service@pm-international.com.au) so that we can find a solution together.

16.4. If the issue is not resolved to your satisfaction within 7 days after the resolution is notified to us in accordance with paragraph (3) above, either party may refer to the dispute to non-binding mediation and agree that the mediation will be conducted in accordance with the Institute of Arbitrators and Mediators ("IAMA") Mediation Rules (or such other rules used by the Resolution Institute in Australia from time to time) and the IAMA will appoint the mediator to conduct the mediation..

16.5. If an amicable solution cannot be reached through mediation in accordance with paragraph (4) above, either party may refer the dispute to arbitration which must be conducted in accordance with the arbitration rules of the IAMA from time to time in force and the IAMA will appoint an arbitrator.

These GTC may be reviewed and updated periodically. PM-International will publish the new version of these GTC on the website of its Online Shop.

Date: May 2025