

## **1. INTRODUCTION**

These terms and conditions govern the use of our website and the agreement between you and us (hereinafter referred to as the “Terms and Conditions”). These Terms and Conditions (jointly with any other documents specified herein) shall establish the rights and obligations of all users (hereinafter referred to as “you” and “your”) and those of Bershka (hereinafter referred to as “us”, “our”, “we”, and the “Seller”) with regard to the use of this website and the services and/or goods we offer through this website. Please thoroughly review these Terms and Conditions. By using our website or placing an order, you agree to be bound hereby. Should you disagree with all the Terms and Conditions, please refrain from using this website.

These Terms and Conditions may be amended; therefore, we advise checking them for relevance on a regular basis as the version of Terms and Conditions valid at the time you use the website or place an order shall be applied to such use or your order. Should you have any questions regarding these Terms and Conditions, you may visit our website or contact us using a feedback form on the website.

Bershka CIS, LLC, operating under Bershka trademark, is a company incorporated in Russia under Primary State Registration Number 1067746458823, legal address: 10 Presnenskaya Naberezhnaya Moscow, 123112 Moscow, taxpayer identification number 7717555224.

## **2. USE OF OUR WEBSITE**

These Terms and Conditions shall be the only terms and conditions applicable to the use of this website, and they shall replace all other terms and conditions unless the Seller provides a prior written explicit consent. These Terms and Conditions shall be essential for both you and us as they have been developed to allow you and us to enter into an agreement being legally binding and protecting the rights you have as a valuable client and the rights we enjoy as an enterprise. You undertake to review these Terms and Conditions and agree that while placing an order, you unconditionally accept these Terms and Conditions. You agree to the following provisions:

1. You shall be entitled to use the website only to make and place legal requests or orders.
2. You may not place speculative and false orders or orders for the purposes of fraud. Should we have grounds to believe that you placed such an order, we shall be entitled to cancel this order and inform the relevant authorities thereof.
3. You also undertake to provide us with the correct e-mail, postal address and/or other contact details, and acknowledge that we are entitled to use such details to contact you if necessary (for more details, please refer to our Statement regarding the privacy policy rules).
4. Should you fail to provide us with the required information in full, we will not be able to fulfil your order.
5. By placing an order on the website, you guarantee that you are at least 18 years of age or, if you are younger than 18 years of age, you shall guarantee that the right to place an order is granted to you by law and you have legal capacity to conclude binding agreements.

## **3. AVAILABILITY OF SERVICES**

The goods we offer through our website are available only in the Russian Federation. The delivery service shall not cover the whole territory of Russia. Should it be impossible to deliver the order to your address, we will inform you of it. Please note that the list of cities in which it is possible to pay for the order on delivery (C.O.D.) is limited.

If you place an order (conclude an agreement) without registration (authorization) on our website and / or if you have repeatedly refused delivery with the terms of cash on delivery, the Seller has the right to temporarily suspend the cash on delivery service for you.

## **4. ESTABLISHMENT OF CONTRACTUAL RELATIONS**

The information specified herein and contained on this website shall not be deemed an offer. Contractual relations between you and us shall arise only upon receipt by us of a correct official order and sending the Shipment Confirmation (as set out below) to you. If the order has been placed by you incorrectly or if it has not been received by us, while the monetary funds have been written off from your account, these monetary funds shall be returned to you in full. To place an order, you need to complete all the procedures for purchase registration online and click the “Authorize Payment” button to place the order. Thereafter, a message containing the confirmation of receipt by us of your order (“Order Confirmation”) will be sent to your e-mail. Then, we shall confirm the acceptance of your order by sending to your e-mail of a message containing the confirmation of shipment (“Shipment Confirmation”). The sales and purchase agreement for the products (“Agreement”) between you and us shall be deemed concluded only after we have properly identified you as a person that has placed the relevant order and have sent to you the Shipment Confirmation. The Agreement shall be applicable only to the products, the shipment of which is confirmed in the Shipment Confirmation. You agree that the Agreement shall be applicable only to the products, the shipment of which is confirmed in the Shipment Confirmation.

## **5. AVAILABILITY OF PRODUCTS**

All orders for the products shall be placed given the products are available, and to this effect in the event of trouble upon delivery or if the products are not available, we reserve the right to provide you with information on replacement of the order for the products of the same or higher quality, for which you may make an order. If you do not wish to place an order for the products offered to be replaced, we undertake to reimburse you for all monetary funds you could have paid by this moment.

## **6. REFUSAL TO PROCESS AN ORDER**

We shall reserve the right to remove any product from this website at any time and/or to remove or modify any material or content from the same. Although we are obliged to exert every effort to process all orders, exceptional circumstances may arise, which means that we may need to refuse to process an order after sending the Shipment Confirmation to you. We reserve the right, at any time at our own discretion, to refuse to process an order upon occurrence of the above circumstances. We shall not be liable to you or any third party for removing any products from the website, whether or not those products were sold, or for removing or modifying any material or content from this website or not processing or accepting an order once we have sent the Shipment confirmation to you.

## **7. RIGHT TO ABANDON THE ORDER/TERMINATE THE AGREEMENT**

If you conclude an agreement as the consumer, you are entitled to terminate the Agreement in accordance with paragraph 14.1. hereof. In this case, you shall be entitled to receive compensation in full for the cost paid for the products in accordance with our Rules for Returns (see Clause 13 below). The right to terminate the Agreement shall be effective only for the products which have been returned in the same conditions in which such products were received by you. Herewith, you shall also return all the instructions, documents and packaging provided with the products. No paid amount shall be refunded for the products that have been damaged, or are not in the same conditions in which they were received by you, or the original appearance of which has been impaired prior to opening of the package. Therefore, while you are in the possession of such products, you shall treat them as carefully as possible. You may not terminate the Agreement for the delivery of any products specified in paragraph 14.2. hereof. Please treat

the products properly and carefully while you are in the possession of such products, and keep the original boxes, instructions and documents, labels and packaging, and use them to return the products, where possible. Other information on this statutory right and an explanation of how this right can be exercised are provided for in Clause 14 hereof and are briefly specified in the memo provided with an order. This provision shall not affect your statutory rights which are vested in you as the buyer.

## **8. DELIVERY**

Subject to the provisions of Clause 5 above and except for cases of occurrence of exceptional circumstances, we undertake to exert every effort to fulfil your order for the products specified in the Shipment Confirmation by the date specified in the Shipment Confirmation, or, if the expected delivery date is not indicated, within 30 days after the date of the Shipment Confirmation. Please note that the items included in your order may be shipped from different locations and therefore, they may be delivered separately and at different times. Reasons for delaying an order may include:

- customization of the products,
- special items,
- force majeure circumstances,
- area of delivery.

If for any reason we cannot deliver at the specified date, we shall notify you of the situation and provide you with the opportunity to fix a new delivery date or to cancel the order including full refund of the paid amount.

Please note that, except for a limited number of areas, we do not ship on Saturdays and Sundays. For the purposes of these Terms and Conditions, delivery shall be deemed completed or the order shall be deemed delivered at the time of signing the order receipt documents at the agreed delivery address. By signing the courier's delivery note (Acceptance Certificate), the Buyer confirms that he/she received all the goods listed in the relevant order in the ordered quantity and that he/she has no claims with regard to this order and the goods.

In the event you transfer the order number to a third party (your friend, relative, etc.), and this person presents this number to the Courier and/or the store staff together with the other necessary documents, it shall be regarded by us as your transfer to this person of all powers to receipt (and payment for, if applicable) of your order.

## **9. INABILITY TO DELIVER**

Pertaining to the prepaid orders, upon expiry of 14 days from the moment when your order is ready for delivery (the order is in the store ready for delivery, or the Courier has made the first attempt to deliver the order, or the order is at the delivery point), in the event of failure to deliver such order on the grounds that do not have any relation to us, it shall be considered by us as your desire to terminate the Agreement, and this Agreement shall be deemed terminated. As a result of termination of the Agreement, we shall reimburse you for all monetary funds paid for the products as soon as practicable and, in any case, within 30 days from the date on which the Agreement is deemed terminated. In this case, we shall be entitled to recover from you any expenses for delivery and costs incurred upon the termination of the Agreement.

Pertaining to the non-prepaid orders, upon expiry of 7 days from the moment when your order is ready for delivery (the order is in the store ready for delivery, or the Courier has made the first attempt to deliver the order, or the order is at the delivery point), in the event of failure to deliver such order on the grounds that do not have any relation to us, it shall be considered by us as your desire to terminate the Agreement, and this Agreement shall be deemed terminated.

## **10. RISK OF ACCIDENTAL LOSS AND TRANSFER OF TITLE**

The risk of accidental loss in respect of the products shall be transferred to you upon delivery. The title to the products shall be transferred to you upon delivery of the cargo by us to the courier company. The title to the products that are available in the store for self-pickup and are paid by you in the store in cash or by credit card shall be transferred to you upon payment.

## **11. PRICE AND PAYMENT**

The price published on our website at a relevant moment shall be deemed the price of the product, except for obvious errors. Although we exert every effort to ensure that all prices specified on the website would be accurate, errors are possible. Should we detect an error in the price for any product, we shall immediately inform you of it and give you the option to reconfirm the order at the correct price or to cancel the order. In the event we are unable to contact you, the order shall be deemed cancelled, and if you have made the payment, you shall be entitled to a refund of the paid amount in full. We do not have to sell the products to you at an incorrect (lower) price (even after sending the Shipment Confirmation to you) if the error in the price is obvious and is not doubtful, and if we have every reason to believe that this error could have been noticed by you. The prices specified on our website include VAT, but do not include expenses for delivery to be added to the total amount payable as a refund for our shipping costs in accordance with our Shipping Cost Guide. The orders for 2,000 roubles or more shall be delivered free of charge.

The price shall be valid as of the moment of order placement by you.

The prices may be changed at any time, but (except for the above conditions) any potential change shall not affect the order for which the Shipment Confirmation has been sent. Please note that, as a rule, the prices specified on the website and the prices in the stores are identical. However, in some cases, the prices may differ. After completion of the purchase, all the goods you wish to purchase are added to your shopping bag. Next, you should make an order and pay for it.

To do this, you need to perform the following actions:

1. Click the “Shopping Bag” icon at the top of the page.
2. Click the “See Shopping Bag” icon.
3. Click the “Process Order” icon.
4. Fill in or verify your contact information, order details, delivery address and billing address.
5. Enter information on the payment method.
6. Click the “Finalize Order” icon.

You can make payment using Visa, MasterCard, American Express, JCB and MIR credit cards, BERSHKA gift card and in cash upon receipt of the order.

To minimize the risk of unauthorized access, we encrypt your card details. Upon receipt of the order, we will ask you to pre-authorize your card to ensure that you have sufficient monetary funds on the card to complete the transaction. The funds are debited from the card as your order has been delivered from the warehouse. By clicking the “Authorize Payment” button, you confirm that you are the holder of the card.

We use standard technical means to ensure payment in a safe mode. The cards are subject to verification for validity and authorization by the company that issued your card. If we do not receive the necessary authorization, we shall not be liable for delay in the delivery or non-delivery, in which case no contractual relations may be established between us. Depending on the payment method, restrictions may be imposed on the amounts of your transactions. Please

remember that the payment in cash on delivery is possible upon purchase for an amount not exceeding 100,000 roubles.

Please note that upon the payment in cash on delivery by a courier for the order for the amount exceeding 15,000 roubles, you need to show your passport.

## **12. VALUE-ADDED TAX**

Pursuant to the prevailing rules and regulations in force (Article 146.1 of the Tax Code of the Russian Federation), all purchases done through the website are subject to Value Added Tax (VAT). In this regard and pursuant to Article 147 of the Tax Code of the Russian Federation, the territory of the Russian Federation shall be deemed the place of delivery.

## **13. FOR LEGAL ENTITIES AND SELF-EMPLOYED ENTREPRENEURS**

13.1 BERSHKA WEBSITE DOES NOT ACCEPT ORDERS OF AND DOES NOT SERVICE LEGAL ENTITIES AND SELF-EMPLOYED ENTREPRENEURS.

13.2. To clarify whether it is possible for a legal entity (self-employed entrepreneur) to make an order in Bershka brick-and-mortar store, please contact the manager of the nearest Bershka store. Herewith, the amount of the order made by a legal entity (self-employed entrepreneur) may not be less than 100,000 roubles (VAT inclusive).

13.3. No closing (accounting) documents shall be provided to legal entities (self-employed entrepreneurs) that have made an order on Bershka website through individuals.

13.3. Bershka (Bershka CIS, LLC) shall not grant any discounts to legal entities as well as other persons purchasing goods by wholesale.

13.4. The goods purchased in Bershka stores shall not be subject to resale.

13.5. The terms of delivery (supply) of goods for legal entities (self-employed entrepreneurs) shall be set forth in the relevant agreements concluded by and between this legal entity (self-employed entrepreneur) and Bershka CIS, LLC.

13.6. A good quality product purchased by a legal entity (self-employed entrepreneur) shall not be subject to exchange and return, except for cases expressly provided for by law.

## **14. RULES FOR EXCHANGE AND/OR RETURN OF GOODS**

14.1. Right to abandon the order/terminate the agreement

In accordance with the applicable regulations, if you act as the buyer, you shall be entitled to terminate the Agreement (except for cases where the Agreement applies to the goods for which the Agreement may not be terminated in accordance with paragraph 14.2 below) at any time within 30 calendar days from the date of the Shipment Confirmation, but not later than within 7 calendar days upon receipt of the products by you.

In this case, you shall be entitled to refund for the monetary funds paid for such products. You shall be liable for paying the direct costs incurred upon return of such products if none of the free return methods specified in paragraph 14.2. below is used.

You shall be entitled to exercise the right to abandon the order/terminate the agreement by sending the cancellation document that we provide to you along with other necessary documents concurrently with the return of the products to us.

*Please note that, following delivery of the order, if you exercise the legal or contractual right of withdrawal and you are the one who organises the transport of the returned goods, without that service having being offered by us, we cannot assume the risk on the return package when it refers to causes not attributable to BERSHKA.*

*Also, remember that you will be responsible for the contents of the return package when you use any of the return options offered by BERSHKA. In the event that there is an error in the content*

*of the return package not attributable to BERSHKA, we will be entitled to pass on you the corresponding costs if it is possible to manage the return of the package to your attention.*

This provision shall not affect your rights provided for by law.

#### 14.2. General provisions

The consumers may not terminate the Agreement covering delivery of the following products (pursuant to Decree No. 55 of the Government of the Russian Federation dated January 19, 1998 On Approval of the List of Non-Food Products of Proper Quality Which are not Subject to Return or Exchange):

“• goods for the prevention and treatment of diseases at home (sanitary and hygiene items of metal, rubber, textile, and other material, instruments, medical devices and equipment, oral hygiene products, spectacle lenses, childcare items), medicines;

• personal hygiene items (toothbrushes, hairbrushes, hair clips, hair curlers, wigs, wiglets, and other similar goods);

• perfumery and cosmetic products;

• textile goods (cotton, linen, silk, wool, and synthetic fabrics, goods of nonwoven fabrics such as tapes, braid, lace, etc.); cable products (wires, cords, cables); building and finishing material (linoleum, film, carpets, etc.) and other goods sold at the price for a meter;

• woven and knitted products (woven and knitted underwear, hosiery);

• products and material contacting foodstuff made of polymeric material including single-use goods (dishware and utensils, containers and packaging material for storage and transportation of food products);

• household chemical goods, pesticides, and agrochemicals;

• household furniture (sets of furniture);

• items made of precious metals, with precious stones, of precious metals with inserts of semiprecious and synthetic stones, faceted precious stones;

• cars, motorbikes and bicycles, trailers, and numbered units for them; mobile means of small-scale mechanization of agricultural work; pleasure boats and other household water crafts;

• technically complex consumer goods for which warranty periods are established (metal cutting and woodworking household machines; electrical household appliances and machines; household communications electronics equipment; household computing and copying equipment; photo and cinema equipment; telephone and facsimile equipment; electric musical instruments; electronic toys, household gas equipment and devices);

• civilian weapons, main parts of civilian and duty firearms, cartridges for them;

• animals and plants;

• non-periodicals (books, booklets, albums, cartographic publications and printed music, sheet art editions, calendars, leaflets, publications reproduced on technical data carriers);

• music compact discs and/universal digital disks without original packaging.”

Your right to terminate the Agreement shall be valid only for the products returned in the same conditions in which they were received by you. Please return all the products using the original packaging of such products or together with it. Along with the returned products, it shall also be necessary to return all original boxes, labels, instructions and/or documents, and packaging. In any case, while returning the products, you shall submit a duly completed form provided to you at the time of delivery. No paid amount shall be returned if the product was used, or the packaging of the products was opened. Therefore, while you are in the possession of such products, you shall treat them as carefully as possible.

You will be provided with brief information on exercising the right to abandon the order/return after receiving the Shipment Confirmation.

You shall be entitled to return the products completely or partially paid for in Bershka store and received through self-pickup at Bershka store only to the specified Bershka store or by courier delivery arranged by us. You shall be entitled to return the products completely prepaid for and received through self-pickup at Bershka store to any Bershka store in Russia or by courier

delivery arranged by us. You shall be entitled to return the products delivered to you by courier to any Bershka store in Russia or by courier delivery arranged by us.

a) Return to the relevant Bershka store

In this case, you need to visit the store and present, along with the goods, a duly completed Return Form (hereinafter referred to as the "Return Form"), a sales receipt included in the order upon delivery of the products, a copy of the passport, the courier's delivery note or the Acceptance Certificate (for the original purchase), a fiscal receipt or a bank statement.

b) Return by courier delivery

When returning by courier delivery arranged by us, you shall contact us through the form on the website to arrange for receipt by the courier of the products at your home address. You shall send the products in the same packaging in which the products were received by you following the instructions in the RETURNS section on our website. The returned products shall be accompanied by a duly completed Return Form, a sales receipt included in the order upon delivery, a copy of the passport, the courier's delivery note or the Acceptance Certificate (for the original purchase), a fiscal receipt or a bank statement.

c) Return through delivery points

When returning through the delivery points, you shall choose the "Return to the Post Point or the Delivery Point" option in the RETURNS section on our website. You shall send the products in the same packaging in which the products were received by you following the instructions in the RETURNS section on our website. The returned products shall be accompanied by a duly completed Return Form, a sales receipt included in the order upon delivery, a copy of the passport, a fiscal receipt or a bank statement.

None of the above methods of delivery shall provide for any additional costs. If you do not use any free method of delivery, you shall be responsible for paying all shipping costs. Please note that if you return the products subject to payment for the cargo at the place of receipt, we shall be entitled to withhold any costs that arose with regard to this return from you.

The specific documents to be provided by you upon return, which are specified in items a), b), and c) above, depend on the payment method used by you upon payment for the order and the place of delivery of the package. We undertake to duly inspect the returned products and inform you of the right to refund (if any). We shall refund the amount of the payment as soon as possible, but in any case within 10 days after receipt of the goods. Refunds shall be made in the manner chosen by you for payment, unless otherwise provided for by law.

Refund methods shall include the following:

- cash in the store;
- return to the bank card (a copy of the passport needs to be attached);
- transfer of the monetary funds by the Russian Post;

You need to duly complete the Return Form and specify the preferred refund method.

If you have any questions, you can contact us through the form on the website or by phone: 8 800 333 46 97.

#### 14.3. Return of products of inadequate quality

If, in your opinion, the products do not comply with the terms and conditions of the Agreement at the time of delivery, you shall immediately contact us through the form on the website and tell us all the information about the product and its damages. You can also contact us by phone 8 800 333 46 97 to obtain necessary instructions.

You shall be entitled to return the products of inadequate quality in accordance with the rules set forth in paragraph 14.2 hereof.

You shall enclose or show in the store a duly completed Return Form, a sales receipt included in the order upon delivery, a copy of the passport, the courier's delivery note or the Acceptance Certificate (for the original purchase), a fiscal receipt or a bank statement. The specific documents to be provided by you upon return, which are specified in items a), b), and c) above,

depend on the payment method used by you upon payment for the order and the place of delivery of the package. Upon receipt of the products, we undertake to duly inspect the returned products and inform you of the right to refund (if any). We shall return the paid amount soon as possible, but in any case within 10 days from the date on which we sent the confirmation of your right to receive a refund or replace the products of inadequate quality to your e-mail.

In the event of a manufacturing defect, the amount paid for the products of inadequate quality shall be refunded in full including reimbursement of expenses for delivery and any other reasonable costs incurred by you while returning the goods. While returning the paid amount, we always use the method chosen for the initial payment for the order, unless otherwise expressly provided for by law.

This provision shall not affect your rights provided for by the applicable law.

## **15. LIABILITY AND DISCLAIMER**

Our liability with regard to any products purchased through our website shall be limited to the cost of such products.

With due account for the above provision, in all cases provided for by law and unless otherwise provided for herein, we shall not be liable for indirect losses arising as a side effect of primary losses or damages in any way and because of offences (including negligence), breach of the terms and conditions of the agreement or on any other grounds even if such losses or damages are foreseeable

including but not limited to the following types of losses:

- (i) loss of profit or income;
- (ii) loss of business opportunities;
- (iii) loss of contracts;
- (iv) loss of expected savings;
- (v) loss of data;
- (vi) losses resulting from incorrect management and loss of working hours.

Due to the open nature of this website and the potential errors in the storage and transmission of digital information, we do not guarantee the accuracy or protection of information transmitted to this website or obtained from this website unless otherwise expressly specified on this website.

All product descriptions, information and material on the products posted on this website are provided without warranty of any kind, whether express, implied or arising otherwise.

In all cases provided for by law, but without the exception of any cases that cannot be excluded in accordance with the law in respect of the clients, we disclaim any warranties of any kind. No provision of this clause shall affect your rights granted to you as the buyer by law or your rights to terminate the Agreement.

## **16. INTELLECTUAL PROPERTY AND PERSONAL DATA**

You acknowledge that all copyrights, trademarks and other intellectual property rights with respect to all material or content forming a part of this website are reserved by us or our licensors at any time. You shall be entitled to use this material in accordance with the powers expressly transferred by us or our licensors. Herewith, this provision shall not restrict the using by you of this website if you need to copy any order or information concerning the Agreement. All certificates of conformity, declarations of conformity and hygiene certificates are available upon request.

You hereby give to the Seller your consent to the processing of personal data pursuant to subparagraph 5, paragraph 1, Article 6 of the Federal Law On Personal Data and our Privacy Policy.

## **17. VIRUSES, HACKING ATTACKS AND OTHER CYBERCRIMES**



You may not misuse this website through the intentional incorporation of viruses, Trojan horse malware, worms, “logic bombs”, or other materials that are malicious or harmful from a technical point of view. You undertake not to attempt to acquire an unauthorized access to this website, the server on which this website is located, or to any other server, computer, or database related to our website. You undertake not to perform attacks through network attacks and distributed service denial attacks. By violating this provision, you may commit a criminal violation in accordance with the relevant legislation norms. We shall report any such criminal violation to the competent law enforcement agency. Herewith, we shall cooperate with the appropriate authority to identify the violator. Moreover, in the event of such violation, your right to use this website shall be immediately terminated.

We shall not be liable for any losses or damages incurred as a result of a network attack, a virus or other software or material being malicious and technically harmful to your computer, equipment, data or material derived from the use of this website or downloaded from this website as well as from the content, a link to which is posted on this website.

## **18. LINKS TO OTHER WEBSITES**

Our website may contain links to websites and material of third parties. These links are for informational purposes only, and we cannot control the content of such websites or material. Therefore, we shall not incur liability of any kind for loss or damage whatsoever that may result from the use of these links.

## **19. WRITTEN MESSAGES**

Pursuant to the applicable law, some information or messages that we send to you shall be submitted in writing. By using this website, you agree that most of the messages shall be sent by us in electronic form. We undertake to inform you by sending letters to your e-mail or posting notices on our website. For the purpose of entering into the agreement, you agree with the indicated electronic means of sending messages and acknowledge that all agreements, notices, information, and other messages that we provide to you in electronic form shall comply with the requirements of the law envisaging the execution of these messages in writing. This provision shall not affect your rights provided for by law.

## **20. NOTICES**

All notices sent by you shall preferably be sent through the form on our website. Pursuant to Clause 18 above and in cases provided for in Clause 19 above, we shall be entitled to send you a notice to your e-mail or to the postal address specified by you upon placement of the order.

## **21. TRANSFER OF RIGHTS AND OBLIGATIONS**

The Agreement entered into by and between you and us shall be binding on you, us, and our respective legal successors and assigns.

You may not transfer, assign, encumber, or otherwise dispose of the Agreement or any rights and obligations arising out of this Agreement without our prior written consent.

We shall be entitled to transfer, assign, encumber, subcontract, or otherwise dispose of the Agreement at any time during the effective period of the Agreement. For the avoidance of doubt, any such transfer, assignment, encumbrance or other type of disposal shall not affect your rights granted to you as the buyer by law, and shall not cancel, reduce or otherwise limit any warranty, whether express or implied, that could be granted to you by us.

## **22. FORCE MAJEURE CIRCUMSTANCES**

We shall not be liable for any non-fulfilment or delay in the fulfilment of any of our obligations under the Agreement due to events beyond our reasonable control (hereinafter referred to as the “Force majeure circumstances”).

Force majeure circumstances shall include any action, event, non-occurrence of an event, an omission or an unforeseen situation beyond our reasonable control and specifically include but not limited to the following circumstances:

1. Strikes, blockades or other industrial conflicts.
2. Public disturbance, mass riots, invasions, attacks or threat of attacks of terrorists, military actions (with or without declaration of war), threat of military actions, or preparation for military actions.
3. Fires, explosions, storms, floods, earthquakes, landslides, epidemics, or other natural disasters.
4. Unavailability of railways, ships, aircrafts or motor vehicles as well as other public and private vehicles.
5. Unavailability of public or private telecommunications networks.
6. Acts, legal decrees, regulations, or restrictions of any government.
7. Any strike of employees of a transport company, post or other types of strikes in transport companies, failure to provide transportation services or accidents. In case of occurrence of the force majeure circumstances, the relations between the parties shall be governed by the applicable laws of the Russian Federation.

### **23. WAIVER**

If at any time during the effective period of the Agreement, we do not enforce any of your obligations under the Agreement or these Terms and Conditions, or we do not exercise any rights or remedies we have hereunder, this non-exercise shall not constitute a waiver of these rights or remedies and shall not release you from the responsibility for non-fulfilment of such obligations. Refusal to recognize any violation shall not constitute a refusal to recognize any subsequent violation. A waiver of rights in respect of any provisions hereof shall enter into force only if this waiver is expressly stated as a waiver of rights and sent to you in writing in accordance with the Notice clause above.

### **24. SEVERABILITY**

If any provisions hereof or the provisions of the Agreement are declared by the relevant body as invalid, illegal or unenforceable to any extent, this condition or provision shall be separated from other terms and conditions to a relevant extent, and the remaining conditions and provisions shall remain effective in all cases provided for by law.

### **25. ENTIRE AGREEMENT**

These Terms and Conditions and any document expressly referred to herein shall constitute an entire agreement between you and us with regard to the subject matter of any Agreement, and they shall supersede any preliminary agreements, arrangements or contracts between you and us, whether written or oral. Both parties acknowledge that upon conclusion of this Agreement, they did not rely on any statement, commitment or promise provided by the other party or arising out of any oral or written information received in the course of negotiations between you and us prior to the conclusion of this Agreement unless expressly specified otherwise herein. Neither party shall be entitled to any remedy with regard to a false statement made by the other party, whether written or oral, prior to the date of any Agreement (except for any statement made for fraudulent purposes), and the other party shall be entitled to use the remedy only in case of violation of the agreement in accordance with the provisions hereof.

### **26. OUR RIGHT TO AMEND THESE TERMS AND CONDITIONS**

We shall be entitled to revise and amend these Terms and Conditions from time to time. You shall comply with the rules, terms and conditions in force at the time when you place an order for the products unless the rules, the Terms and Conditions, and the Statement with regard to the rules of the Privacy Policy are subject to amendment of any nature in accordance with the requirements of the law or any public authority. In this case, such amendments shall also apply to the orders placed by you earlier.

### **27. LAW AND JURISDICTION**

The use of this website and the Agreements for purchase of the products through this website shall be governed by the laws of the Russian Federation. In the event of any dispute arising out of or relating to these Agreements, pursuant to Article 32 of the Code of Civil Procedure of the Russian Federation, the parties agreed that the Presnensky District Court of the City of Moscow, Russia, or justices (courts) of the peace of the Presnensky District of Moscow, Russia, (depending on the amount in dispute) shall have the exclusive contractual territorial jurisdiction over such disputes.

If you are a party to the agreement acting as the buyer, no provision of this clause shall affect your rights vested in you by law.