

TERMS & CONDITIONS OF SALE AND PURCHASE UTERQÛE WEBSITE

1. INTRODUCTION

These are the terms and conditions governing the use of this website and the agreement that operates between us and you (hereinafter, the "Terms"). These Terms (together with any other documents herein mentioned) set out the rights and obligations of all users (hereinafter, "You" / "your") and those of UTERQÛE (hereinafter, "us" / "our" / "we" / the "Vendor") in relation to the use of this website and the goods/services offered by us through this website. Please carefully read these Terms. By using this website or placing an order through it, You are consenting to be bound by these Terms. If You do not agree to all of the Terms, do not use this website. These Terms may be subject to amendment, so You should regularly read them, as the Terms in force at the time You use the website or at the time you place an order, shall be the applicable one. If You have any questions about the Terms, You may access our web site or contact us through our contact web form. UTERQÛE CIS, LTD trading as UTERQÛE is a Russian company registered under company number 1097746746327 with its registered address at 10, Presnenskaya naberezhnaya, Moscow, 123317, Russian Federation and with Taxpayer number 7710760087.

2. USE OF OUR WEBSITE

These Terms are the only conditions that are applicable to the use of this website and they replace all other conditions, except with the express, prior written agreement of the Vendor. These Terms are important for both You and us as they have been designed to create a legally binding agreement between us, protecting your rights as a valued customer and our rights as a business. You agree that, by placing your order, You unreservedly accept these Terms, having read them.

You agree that:

1. You may only use the website to make legitimate enquiries or orders.
2. You will not make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities.
3. You also undertake to provide correct and accurate e-mail, postal and/or other contact details to us and acknowledge that we may use these details to contact You in the event that this should prove necessary (see our Privacy Policy Statement).
4. If You do not give us all of the information that we need, we may not be able to complete your order.
5. By placing an order through the website, You warrant that You are at least 18 years old or if You are under 18 You warrant that the right to place an order is granted to You by the law and You are legally capable of entering into binding contracts.

3. SERVICE AVAILABILITY

The items we offer on this website are only available in Russia. Not all Russian territory will be served. If we have no opportunity to deliver an order to your address, we shall inform you. Please be aware that the list of cities where Service Cash on Delivery is available is limited.

4. HOW THE CONTRACT IS FORMED

The information set out in the Terms and the detail contained on this website do not constitute an offer for sale. No contract in respect of any products shall exist between You and us until your correct order has been received by us and we have sent You the Shipment Confirmation (as defined below). If your order is not correct or has not been received by us and funds have already been deducted from your account, these will be fully refunded. To place an order, You will be required to follow the shopping process online and press the "Authorize payment" button to submit the order. After this, You will receive an e-mail from us acknowledging that we have received your order (the "Order Confirmation"). After that we will confirm acceptance of your order to You by sending You an e-mail that confirms that the product has been dispatched (the "Shipment Confirmation"). The contract for the purchase of a product between us (the "Contract") will only be formed when we have properly identified You as the person placing the respective order and we have sent You the Shipment Confirmation. The Contract will relate only to those products whose dispatch we have confirmed in the Shipment Confirmation. You are consenting to us that the Contract is formed only in relation to the products confirmed for dispatch in the Shipment Confirmation.

5. AVAILABILITY OF PRODUCTS

All orders for products are subject to availability and in this regard, in the event of supply difficulties or because products are no longer in stock, we reserve the right to give You information about substitute products of an equal or higher quality and value which You can order. If You do not wish to order such substitute products, we will refund any monies that You might have paid.

6. REFUSAL OF ORDER

We reserve the right to withdraw any product from this website at any time and/or remove or edit any materials or content on this website. Whilst we will make our best efforts to always process all the orders, there may be exceptional circumstances which mean that we may need to refuse to process an order after we have sent You an Order Confirmation, which we reserve the right to do at any time, at our sole discretion. We will not be liable to You or any other third party by reason of our withdrawing any product from this website, whether it has been sold or not, removing or editing any materials or contents on this website or for refusing to process or accept an order after we have sent You the Order Confirmation.

7. YOUR RIGHTS TO CANCEL "COOLING OFF"

If You are contracting as a consumer, You may cancel a Contract in accordance with the clause 14.1. hereof. In this case, You shall receive a full refund of the price paid for the products in accordance with our Returns Policy (see below Clause 13). Your right to cancel a Contract only

applies to products that are returned in the same condition as You received them. You should also include all of the products instructions, documents and wrappings. Any product which is damaged or not in the same condition as You received it or which is worn simply beyond opening the product will not be refunded. You should therefore take reasonable care of the product(s) while they are in your possession. You will not have any right to cancel a Contract for the supply of any of the products, stipulated in the clause 14.2. hereof. Please take good and reasonable care of the products whilst in your possession, and where possible original boxes, instructions/documents, labels and wrappings should be retained and used for the return of the products. Further details of this statutory right and an explanation on how to exercise it are set out in clause 14 of these Terms and are summarized on the documents provided when dispatching your order. This provision does not affect your statutory rights as a consumer.

8. DELIVERY

Subject to the provisions of Clause 5 above, and unless there are any exceptional circumstances, we will endeavor to fulfill your order for product(s) listed in the Shipment Confirmation by the delivery date set out in the Shipment Confirmation or, if no estimated delivery date is specified, within 15 days of the date of the Shipment Confirmation. Reasons for delay could include:

- Customization of products;
- Specialized items;
- Unforeseen circumstances; or
- Delivery area.

If for some reason we are unable to deliver on this date we will inform you of this situation and give you the option to continue with the purchase with a new delivery date or alternatively cancelling the order and reimbursing you with the full amount paid.

Please remember that, except for certain limited areas, we do not deliver on Saturdays or Sundays.

For the purposes of these Terms, the "delivery" shall be deemed to have taken place or that the order has been delivered at the time that receipt of the order is signed for at the agreed delivery address.

The Customer putting his signature on the courier nakladnaya (transfer and acceptance act) thus confirms that he/she has received all the items from the respective order in ordered quantity and he/she has no complaints in respect of this order and its items.

If you give the order number to a third party (your friend, relative etc) and this person shows it to the Courier/staff of the store together with other necessary documents we shall understand that you have fully authorized such person to receive (and pay, if applicable) your order.

9. UNABLE TO DELIVER

For pre-paid orders upon lapse of 14 days of the moment when your order is ready for delivery (it is in the store ready for pick up/Courier made a first attempt to deliver it You), without such order having been delivered on grounds not attributable to us, we shall understand that you wish to cancel the Contract and it shall be treated as terminated. As a result of the termination of the Contract, we will refund the price paid for such products as soon as possible and anyway within 30 days of the date on which we shall deem the Contract terminated. In such cases, we shall be authorized to pass on you any delivery costs and costs incurred in the termination of the Contract.

For non-prepaid orders upon lapse of 7 days of the moment when your order is ready for delivery (it is in the store ready for pick up/Courier made a first attempt to deliver it You), without such order having been delivered on grounds not attributable to us, we shall understand that you wish to cancel the Contract and it shall be treated as terminated.

10. RISK AND TITLE

The Products will be at your risk from the time of delivery. Ownership of the products will only pass to you when we receive full payment of all sums due in respect of the products, including delivery costs or upon delivery (as defined in clause 9 above), should this be later.

11. PRICE AND PAYMENT

The price of each product shall be the one quoted from time to time on our website, except where there is an apparent error. Whilst we take care to ensure that all prices quoted on our website are accurate, errors may occur. If we discover an error in the price of any product(s) you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the product(s) you will receive a full refund. We are under no obligation to sell any product at the incorrect lower price (even after we have sent you a Shipment Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as such. The prices displayed on our website include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Delivery Costs Guide. Prices may change at any time but (except as provided above) any potential change will not affect any order regarding which an Order Confirmation has been sent. Once you have finished shopping, all the items you wish to purchase are added to your basket, and your next step will be to go through the checkout process and make payment. To do this:

1. Click on the "Shopping Basket" button at the top of the page.
2. Click the "View Basket" button.
3. Click on the "Process Order" button.
4. Complete or check the contact details, the details of your order, the address to which you want the order to be sent and the address to which the bill must be sent.
5. Enter your credit card details.
6. Click "Authorise Payment".

The procedure for Fast Checkout (as described below) is as follows:

1. Click on the "Shopping Basket" button at the top of the page.
2. Click "See Basket".
3. Click on the "Fast Checkout" button. Check the contact information, order details, delivery address and invoicing address.
4. Click "Authorise Payment".

You can pay using Visa, Mastercard, American Express, JCB, Dinners Club, QIWI-wallet, Yandex-wallet and Cash-on-delivery option (at the domicile of delivery) and Payment on Delivery (at UTERQÜE store)s. To minimise the risk of unauthorised access, we encrypt your card data. Once we receive your order, we will request pre-authorization on your card to ensure there are sufficient funds available to complete the transaction. The charge to your card will be made the moment your order leaves our warehouse. If you click on "Authorise Payment" You are confirming that the card belongs to you. We use standard technical means to ensure payment is made safely. Cards are subject to validation checks and authorization by your card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery and we will not be able to form any Contract with You. Depending on your mean of payment, there may be limits to the amount of your transactions. Please be informed that cash on delivery and payment on delivery options are available for purchases in amount less than 100 000 RUB. Please be informed that for cash on delivery purchase by a courier in amount more than 15 000 RUB you will need to have your passport with you.

12. VALUE ADDED TAX

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

If an individual acts on behalf of the Russian legal entity or as a tax registered individual entrepreneur this information shall be specified when the order is issued in order to obtain a relevant package of cover documents. An extended set of cover documents shall be provided only for those orders that are issued on behalf of a legal entity or properly tax registered individual entrepreneur. The following documents shall be delivered with the order:

- commercial agreement - 2 counterparts;
- Facture - invoice - 1 counterpart;
- TORG-12 Consignment Note - 2 counterparts;
- Goods Transfer and Acceptance Certificate - 2 counterparts.

One counterpart of the Consignment Note and agreement bearing signature and round seal of your organisation should be returned (depending on the way of delivery) to an employee of goods collection point or mailed to the address specified in section Consignor in the invoice by regular mail.

13. FOR LEGAL ENTITIES AND INDIVIDUAL ENTREPRENEURS

If You want to make an order on behalf of a legal entity or an individual entrepreneur, please tick the necessary checkbox on the web-site and follow the instructions. Please indicate it in all your conversations with the call-centre. Please refer to clause 12 hereof as well.

14. EXCHANGES/RETURNS POLICY

14.1. Right to cancel your purchase

Under applicable regulations, if You are contracting as a consumer, You might cancel the Contract (except where the subject of such Contract is any of the products in respect of which the cancellation right has been excluded, as listed in clause 14.2. below) at any time within 30 calendar days from the date of Shipment Confirmation, but not less than within 7 calendar days after receiving the product by You. In such case, You will be refunded the price paid for such products. Direct costs incurred in the return of such products will be borne by You where none of the free return methods addressed in Clause 14.2. below is used. You shall exercise your right of cancellation by sending the cancellation document we provide you with together with other necessary documents and returning the products to us. This provision does not affect your statutory rights.

14.2. Common provisions

You may not cancel the Contract whose subject matter is the supply of any of the following products (stipulated in the Ruling of the Government of Russian Federation dd. January, 19, 1998 No. 55 On the list of non-food goods of the proper quality, which are not subject to return or exchange):

- Goods for precaution and domiciliary treatment of diseases (sanitary and hygiene items made of metal, rubber, textiles or other materials, instruments, medical devices and hardware, oral hygiene products, spectacle lenses, childcare products), medicinal preparations
- Hygienic items (toothbrushes, combs, hairpins, hair rollers, wigs, chignons and other similar products)
- Toiletries
- Textile products (cotton, linen, silk, woolen and synthetic fabrics, goods made of nonwoven fabric materials – ribbons, ribbon floss, lacework, etc.); cable products (wires, cords, cables); construction and finishing materials (linoleum, film, carpets and other) and other goods sold per meter
- Wearing apparel and knitwear (wearing and knitted underwear, legwear)
- Items and materials contacting with foodstuff, items of polymeric materials, including single-use products (dishware and eating utensils and cooking appliances, containers and packing materials for storage and transportation of foodstuff)
- Household products, pesticides and agrochemicals
- Domestic furniture (sets of furniture)
- Precious metal wares, items with precious stones, items made of precious metals with inserts of semiprecious and synthetic stones, cut precious stones

- Automobiles and motor and cycle goods, trailers and numbered vehicle units to them; mobile agricultural labor saving devices; pleasure boats and other household boats
- Technically sophisticated household goods provided with the warranty period (domestic cutting and woodworking machines; household machines and appliances; domestic communication electronic equipment; domestic computing and multiplying equipment; photographic and cinema equipment; electric musical instruments; automatons; domestic gas equipment and appliances)
- Civilian weapons, main parts of civilian and duty firearms, bullets
- Animals and plants
- Non-periodic editions (books, brochures, albums, cartographic publications and printed music, sheet art editions, calendars, booklets, publications reproduced on technical information carriers)
- Music CDs/DVDs without their original wrapping

Your right to cancel a Contract only applies to products which are returned in the same condition as you received them. Please return any product using or including its original wrapping. You should also include with the product being returned all original boxes, labels, instructions/documents and wrappings. In any case, you shall return the product with the return form received on delivery duly completed. No refund will be made if the product has been used beyond opening or if it is damaged. Therefore, you should take reasonable care of the products while they are in your possession. You will be provided with a summary on the exercise of your right to cancel upon receiving the Shipment Confirmation. You may return product totally or partially paid and picked up in store only in the same UTERQÛE store in Russia or by courier arranged by us. You may return prepaid product picked up in store in any UTERQÛE store in Russia or by courier arranged by us. You may return product, which was delivered by courier to You, in any UTERQÛE store in Russia or by courier arranged by us.

i. Returns at specific UTERQÛE store

In such case, you should go to a store and present with the good a fully completed Returns Form (hereinafter, the “Returns Form”), cash-memo included within the parcel with the delivery of the product, copy of your passport ID, courier nakladnaya or transfer and acceptance act (original purchase), fiscal ticket or bank transaction statement.

ii. Returns by Courier

When returning the product(s) by Courier arranged by us, you should contact us through our web form to arrange for the product to be collected at your home. You should send the product in the same package received by following the directions on the “RETURNS” section of this website. You must put into a parcel a fully completed Returns Form, cash-memo included within the parcel with the delivery of the product, copy of your passport ID, courier nakladnaya or transfer and acceptance act (original purchase), fiscal ticket or bank transaction statement.

Neither of the above options will entail any additional cost to you. Where you would not wish to use neither of the free return methods available, you will be responsible for the return costs.

Please bear in mind that if you wish to return the goods to us freight collect we may charge you any costs incurred in such return. The particular documents to be provided by You upon return among those mentioned in a) and b) above, will depend on the mean of payment used by You to pay your order and the place of delivery of your parcel. We will fully examine the returned product and will inform you of your right to refund (if any). We will process your refund as soon as possible and in any case, within 10 days of receiving the goods back. We will refund any money received from you using the same method used to make payment, unless it falls under exceptions stipulated in law.

The list of methods is the following:

- by cash in the store
- to the banking card (passport copy to be attached compulsory)
- to QIWI-wallet
- to Yandex-wallet
- money transfer through Russian Post
- to a gift card

We strongly recommend You to fill in and print out the application form for returns (Returns Form) on our web-page.

Should you have any doubt, please contact us through our web form or by telephone at +810 80024485011.

14.3. Return of defective products

In circumstances where You consider that the product does not conform to the Contract at the time of delivery, You should promptly contact us via our web form with details of the product and its damage. Alternatively You can contact us by telephone at +81080024485011 where You will receive instructions from us. You may return defective products according to the rules, set in clause 14.2 hereof. You must put into a parcel/submit to the store a fully completed Returns Form, cash-memo included within the parcel with the delivery of the product, copy of your passport ID, courier nakladnaya or transfer and acceptance act (original purchase), , fiscal ticket or bank transaction statement. The particular documents to be provided by You upon return among those mentioned in a) and b) above, will depend on the mean of payment used by You to pay your order and the place of delivery of your parcel. Upon receipt of the returned product, we will fully examine it and notify You of your right to a replacement or refund (if any) via e-mail within a reasonable period of time. We aim to process the refund or replacement as soon as possible and, in any case, within 10 days of the day we confirmed to You via e-mail that You are entitled to a refund or replacement for the non conforming product. In case of existence of any defect, defective products will be refunded in full, including a refund of the delivery charges and any reasonable costs incurred by You in returning the item. We will always refund any money using the method used to make payment, unless otherwise is stipulated in the legislation. This provision does not affect your statutory rights under the regulations in force.

15. LIABILITY AND DISCLAIMERS

Our liability in connection with any product purchased through our web site is strictly limited to the purchase price of that product. Subject to the foregoing paragraph and to the fullest extent permitted by law, and unless otherwise stated in these Terms, we accept no liability for indirect losses which happen as a side effect of the main loss or damage however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, including (without limit) for any:

- i. loss of income or revenue;
- ii. loss of business;
- iii. loss of contracts;
- iv. loss of anticipated savings;
- v. loss of data; and
- vi. waste of management or office time.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

All product descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising.

To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind.

Nothing in this Clause will affect your statutory rights as a consumer, or your Contract cancellation rights.

16. INTELLECTUAL PROPERTY AND PERSONAL DATA

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times vested in us or in our licensors. You are permitted to use this material only as expressly authorized by us or our licensors. This does not prevent You using this website to the extent necessary to make a copy of any order or Contract details. All certificates and declarations of conformity, sanitary certificates will be provided to you on your request. Your consent for processing of your personal data is deemed to be done to the Vendor in accordance with sub point 5 of point 1 of Article 6 of Federal Law On Personal Data and our Privacy Policy Statement.

17. VIRUSES, HACKERING AND OTHER CYBERCRIMES

You may not misuse this website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You will not attempt to have any unauthorized access to this website, to the server which hosts this site or to any other server, computer or data base related to our website. You undertake not to attack this website via a denial of service attack or a distributed denial of service attack. By breaching this provision you may commit a criminal offence under the applicable regulations. We will report any such

breach to the relevant law enforcement authority and we will co-operate with the appropriate authority to disclose the identity of the hacker. Likewise, in the event of such a breach, your right to use this website will cease immediately. We accept no liability for any loss or damage resulting from any denial of service attack, virus or any other software or material which is malicious or technologically harmful to your computer, equipment, data or material resulting from the use of this website or from the downloading of the contents thereof or of such contents to which this website redirects.

18. LINKS FROM OUR WEBSITE

We may have links from our website to other third party websites and materials; such links are provided exclusively for information purposes and we do not have any control whatsoever over the contents of such websites or materials. Accordingly, we accept no liability whatsoever for any loss or damage which may arise from the use of such links.

19. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to You should be in writing. When using our site, You accept that communication with us will be mainly electronic. We will contact You by e-mail or provide You with information by posting notices on our website. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that we provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

20. NOTICES

All notices given by You to us should be given to us preferably via our web form. Subject to and as otherwise specified in clause 18 above, we may give notice to You at either the e-mail or postal address You provide to us when placing an order.

21. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between You and us is binding on You and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, charge or other disposition will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit any warranty or guarantee which may have been provided by us to You, whether express or implied.

22. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under a Contract that is caused by events outside our reasonable control ("Force

Majeure Event”). A Force Majeure Event shall include any act, event, non-happening, omission or accident beyond our reasonable control and shall include in particular (without limitation) the following:

1. Strikes, lock-outs or other industrial action.
2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
5. Impossibility of the use of public or private telecommunications networks.
6. The acts, decrees, legislation, regulations or restrictions of any government.
7. Any shipping, postal or other relevant transport strike, failure or accidents.

In case of the Force Majeure Event relations of the Parties must be governed by respective legislation of Russian Federation.

23. WAIVER

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing in accordance with the provisions of the paragraph on Notices above.

24. SEVERABILITY

If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

25. ENTIRE AGREEMENT

These Terms and any document expressly referred to in them represent the entire agreement between You and us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between You and us, whether oral or in writing. Both You and us acknowledge that, in entering into this Contract, neither You nor us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between You and us prior to such Contract except as expressly stated in these Terms. Neither You nor us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue

statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

26. OUR RIGHT TO VARY THESE TERMS

We have the right to revise and amend these Terms from time to time. You will be subject to the policies, Terms in force at the time that You order products from us, unless any change to those policies, Terms or Privacy Policy Statement is required to be made by law or governmental authority, in which case it will apply to orders previously placed by You.

27. LAW AND JURISDICTION

The use of this website and Contracts for the purchase of products through our site will be governed by Russian law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of Presnensky District Court of Moscow, Russia. If You are contracting as a consumer, nothing in this clause will affect your statutory rights as such.

28. FEEDBACK

We welcome your comments and feedback. Please send all feedback and comments to us via our web form.