



## CONTRACT (OFFER) of Sale of Goods

Boxglass Limited Liability Company (OOO Boxglass), hereinafter referred to as the **Seller**, represented by the Director Tatyana Alekseevna Kalashnikova acting on the grounds of the Charter, makes an offer to any eligible individual, hereinafter referred to as the **Buyer**, to conclude the Contract of Sale (hereinafter referred to as the Contract) on the following terms:

### 1. TERMINOLOGY AND DEFINITIONS

- 1.1. The **Buyer** is an individual who accepted this Contract.
- 1.2. The **Seller** is BOXGLASS Limited Liability Company.
- 1.3. The **Manufacturer** is a person who produced the Goods and issued the warranty for the Goods on the terms specified in the warranty certificate.
- 1.4. In accordance with art. 438 of the Civil Code of the Russian Federation, the **Offer Acceptance** is full and unconditional acceptance of the Contract which is carried out through the Order for the Goods in the Online Store.
- 1.5. **Personal data (PD)** is any information related to the individual (the Buyer) directly or indirectly identified or being identified.
- 1.6. **Personal data processing** is collection, recording, systematization, accumulation, storage, review (updating, modification), retrieval, use, transfer (provision, access), depersonalization, blocking, deletion, and destruction of personal data in a mixed way with transfer over the operator's internal network and via the Internet performed using automation tools or without using such tools.
- 1.7. The **Online Store** is a website on the Internet information and telecommunications network at www.boxglass.ru by means of which the Seller carries out e-trading in the Goods.
- 1.8. The **Order** is a request of the Buyer made via the Online Store or telephone of the Online Store for the purchase and delivery of the Goods selected by the Buyer in the Online Store at the address specified by the Buyer.
- 1.9. The **Goods** are a material object placed in the Online Store and available to be ordered by the Buyer.
- 1.10. The **Defective Goods** are a product that does not correspond to an existing description or a sample.
- 1.11. The **Pick-Up Point (PUP)** is the location of the Seller (or the courier company with which the Seller has an appropriate contract) where the Buyer received the Order.
- 1.12. The **Manager** is the Seller or the Seller's employee.
- 1.13. The **Electronic Signature** is implicative actions expressed in the following:
  - Clicking "Confirm the order" when placing an order with the Online Store
  - Confirmation of intention to purchase the Goods in a telephone conversation with the Manager (if the Manager places an order on behalf of the Buyer by telephone).
- 1.14. The Parties shall use the Terms and Definitions only with the meaning as set out in Section 1 of the Contract.

### 2. OFFER ACCEPTANCE (ACCEPTANCE OF THE TERMS OF THE CONTRACT)

- 2.1. The text of the Contract is a public offer (in accordance with article 435 and part 2 of article 437 of the Civil Code of the Russian Federation).
- 2.2. Placing an Order means the unconditional acceptance of the Contract (the Acceptance), and the Buyer is treated as a person who has contractual relationships with the Seller.
- 2.3. When agreeing with the terms of the Contract, the Buyer confirms that they are acting exclusively on behalf of themselves and for their own benefit.

### 3. SUBJECT OF THE CONTRACT

- 3.1. The Seller undertakes to transfer the Goods ordered in the Online Store to the ownership of the Buyer, and the Buyer undertakes to pay for and accept the Goods.
- 3.2. If the Buyer does not agree with any of the provisions of the Contract, the Buyer has a right not to order the Goods in the Online Store. In the event that the Seller makes some amendments to the Contract which the Buyer does not agree with, the Buyer shall stop using the Online Store.
- 3.3. The Seller has a right to amend the Contract at any time. The amendments come into force on the next calendar day after the revised Contract is published.
- 3.4. The Buyer shall read the latest version of the Contract.
- 3.5. When placing an Order, the Buyer guarantees that they have read the Contract and accept its terms.
- 3.6. The Contract does not require bilateral signing and is valid in electronic form.

### 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

#### 4.1. The Seller undertakes:

- Not to disclose any personal data of the Buyer and not to provide access to this information to third parties except as provided by Russian law and this Contract.



- To advise the Buyer on the telephone at no cost, the telephone number specified in the Online Store. The advise is limited to specific issues related to the fulfillment of the Order and the characteristics of the Goods.
- The Seller has a right to refuse to accept and fulfill the Order of the Buyer if the Buyer placed an Order previously and did not pay for it, refused the Order upon delivery of the Goods, or did not pick the Goods up from the pick-up point, or if the Seller has doubts about the reliability of the data specified by the Buyer without giving reasons.

#### 4.2. The Buyer shall:

- Read the Contract, in particular the specified terms of payment and delivery, prior to the Acceptance of this offer.
- Provide accurate information about themselves (full name, contact numbers, and e-mail address) and details for the delivery of the Goods.
- Accept and pay for the Goods within the time specified in this Contract.

### 5. ORDERING PROCEDURE

#### 5.1. The Order is placed:

- Directly by the Buyer via the Online Store by sending the details of the Order to the Seller
- By the Manager on behalf of the Buyer basing on data provided by the Buyer.

- Name, quantity, and value of the Goods
- Full name of the Buyer
- Contact number of the Buyer
- E-mail of the Buyer
- Delivery details
- Payment details.

#### 5.2. The Order is considered to be placed after payment for the Goods is made.

5.3. In the event that the Seller has grounds to believe that the information provided by the Buyer on placing the Order is not true or incomplete, as well as in case of insulting and/or inappropriate behavior, the Buyer may be refused the acceptance of the Order on a temporary or permanent basis.

5.4. All the fields of the Order Form must be filled in by the Buyer. The Seller does not verify the credibility and relevance of the data specified by the Buyer.

5.5. The Buyer has no right to specify the data of third parties or false data in the Order Form.

5.6. Until the Order is placed and the Contract is concluded, the Buyer undertakes to read the following information:

- About the basic consumer properties of the Goods
- About the place of manufacture of the Goods
- About the value of the Goods
- About methods of payment for the Goods
- About methods and costs of the delivery of the Goods
- About the time of the delivery of Goods.

5.7. The delivery time may increase or decrease depending on the operation of the courier company with which the Seller has concluded a contract for the delivery of the Goods to the Buyer.

5.8. The Seller reserves the right not to deliver the Order to the Buyer in the event that the Buyer has outstanding Orders.

5.9. The information specified in clause 5.6. of the Contract is located in the Online Store on the Goods page.

### 6. CHARACTERISTICS OF THE GOODS

6.1. The Goods are featured in the Online Store as sample photos owned by the Seller.

6.2. Each sample photo is accompanied by text information which includes the name, size, price per unit, and description of the Goods.

6.3. All information and characteristics of the Goods presented in the Online Store are given for reference and cannot provide full information about the properties and characteristics of the Goods, including colors, sizes, materials, and shapes. In the event that the Buyer has questions regarding properties and characteristics of the Goods, the Buyer should contact the Seller by telephone or e-mail specified in the Online Store before placing an order.

6.4. Due to different technical reasons, the color and design of the Goods may differ from those presented in the Online Store.

6.5. The Seller shall not be liable for non-conformity of the Goods to the Buyer's expectations.

### 7. VALUE OF THE GOODS

7.1. The prices in the Online Store are specified in the currency of the Russian Federation per unit of the Goods.

7.2. Delivery charges are available in the Online Store and are not included in the price of the Goods. Delivery charges are paid by the Buyer separately and are non-refundable in case of return (replacement) of the Goods.



7.3. The price of the Goods specified in the Online Store may be changed by the Seller unilaterally.

## 8. PAYMENT PROCEDURE

8.1. The Buyer pays for the Goods in a way specified in the Online Store.

8.2. For cashless payment, the Buyer's obligation to pay the price for the Goods is considered to be fulfilled upon crediting of the funds in the amount of 100% (one hundred percent) of the prepayment to the settlement account of the Seller (or the Specify a payment system).

8.3. For cashless payment, the Seller delivers (transfers) the Goods to the Buyer only after the payment is received.

8.4. The Buyer pays fees charged by credit institutions (Specify a payment system) at their own expense when making payment.

8.5. The Buyer shall ask the Seller if the Goods are available before making payment.

8.6. After the Goods are paid, an electronic receipt is sent to the subscriber number or to the e-mail address that the Buyer specified when placing the Order, and the hard copy of the receipt is not printed (clause 5, article 1.2., Federal Law No. 54 as of May 22, 2003).

## 9. DELIVERY

9.1. The Goods are delivered to the Buyer to the address and within the time agreed upon by the Parties on making the Order. The Goods are transferred in the post office at the address given by the Buyer or at a Pick-Up Point (if any).

9.2. The exact cost of the delivery of the Goods is calculated during the Order placement and cannot be changed after it is agreed with the Buyer.

9.3. Absence of the Buyer for 3 working days, refusal to accept the delivery on the agreed date, postponement of the delivery or failure to perform other acts required for the acceptance of the Goods may be considered by the Seller as the Buyer's refusal to execute the Contract.

9.4. The ownership right and the risk of accidental loss or damage to the Goods are transferred to the Buyer after the Goods are transferred to the Buyer or their Representative.

9.5. The Goods shall be delivered to the Buyer or their Representative. The Seller is not obliged to verify the Representative's right to receive the Goods if the Representative is at the Delivery address.

9.6. The Buyer undertakes to accept the Goods by name, quantity and product range upon acceptance of the Goods.

9.7. In the Russian Federation, the Goods may be delivered by third parties if agreed upon with the Seller (by freight companies with which the Seller has a contract).

9.8. After the Goods are shipped by the freight company, the Seller, at the Buyer's request, informs the Buyer of the freight company's details and the details required to identify the cargo (goods).

9.9. The Buyer undertakes to accept the Goods from the freight company. When accepting the Goods from the freight company, the Buyer undertakes to inspect the Goods for the existence and integrity of the packaging. In case of damage to the packaging or other defects, the Buyer is obligated to make an appropriate record in the waybills. Otherwise, further claims for the incomplete Goods or damage to the Goods during transportation are not accepted by the Seller.

9.10. The Buyer shall reimburse the Seller for documented expenses resulting from the refusal to accept the Goods from the freight company on the agreed day (including the services of the freight company in responsible storage of the non-accepted Goods and the services of the freight company in redelivery of the Goods).

9.11. In the event that the Buyer refuses the Goods when the Goods are accepted from the freight company, the Buyer should immediately notify the Seller thereof using the details specified in section 17 of the Contract. Otherwise, the Seller has the right to demand that the Buyer pay for the costs of the responsible storage of the Goods by the freight company.

9.12. If the Buyer refuses the Goods or refuses to accept the Goods for reasons other than a breach of the conditions of the Goods quality, the Buyer shall reimburse the Seller's expenses for the delivery and return of the Goods. The Goods are resent to the Buyer after payment of 100% (one hundred percent) of the Order value and the Seller's expenses for the delivery and return of the first shipment.

9.13. The delivery time specified in the Online Store is approximate and may increase or decrease.

## 10. WARRANTY

10.1. The Goods presented in the Online Store are not subject to compulsory certification.

10.2. The warranty service life of the Goods is 3 (three) months.

## 11. RETURN AND REPLACEMENT OF THE GOODS

11.1. The Buyer has a right to refuse the Goods of good quality if they do not fit for whatever reason at any time before their transfer as well as after their transfer within 7 (seven) days, not including the day of the purchase.

11.2. Return of the Goods of good quality:

- In the event that the Buyer returns the Goods of good quality, the Seller has a right to check whether the



Goods are in good condition (in accordance with article 25 of the Law on Consumer Rights Protection).

- If the Buyer refuses the Goods, the Seller shall refund the amount of money paid by the Buyer under the Contract except for the Seller's costs of the delivery of the returned Goods from the Buyer not later than ten days after the Buyer files the relevant request.

#### 11.3. Return of non-conforming Goods:

- In case of any claims about the quality of the Goods, the Seller reserves the right to check the quality of the goods (in accordance with clause 5 of article 18 of the Law on Consumer Rights Protection).
- Non-conforming Goods are returned and replaced at the Seller's expense (in accordance with clause 7 of article 18 of the Law on Consumer Rights Protection).

#### 11.4. The Seller shall return the Goods in the following cases:

- The Goods were not used, and the consumer properties, good appearance, packaging, seals, labels, sales slip or cash receipt, documents in relation to the Goods were retained.
- The Goods were of good quality (in good order and free from dents, cracks, scratches, chips and other mechanical damages, with the exception of hidden workmanship defects).
- If there are any claims about the appearance and completeness of the Goods, the Buyer may refuse to purchase the Goods until the Goods are transferred. The Buyer has a right to make a claim regarding the quality of the delivered Goods only before the Goods are transferred by the Seller. Complaints about contamination of the Goods, insufficient room lightning, hurrying up by the forwarders of the Seller and other reasons cannot be a ground for the Buyer's failure to fulfill their obligations.
- Food and tailored goods cannot be returned or replaced.

### 12. RESPONSIBILITY OF THE PARTIES AND DISPUTE RESOLUTION

12.1. The Parties shall be liable for failure to perform or improper performance of the Contract in the manner provided for by the Contract and the current legislation of the Russian Federation.

12.2. The Seller shall not be liable for delivery of the Order if the Buyer specified an incorrect delivery address or incorrect contact details.

12.3. The Seller shall not be liable if the Buyer's expectations of the consumer properties of the Goods are not fulfilled.

12.4. The Seller shall not be liable for full or partial failure to perform the obligation to deliver the Goods if this failure arises due to force majeure circumstances.

12.5. The Seller shall not be liable for a difference between the availability of the Goods in the Online Store and their actual availability in the warehouse of the Seller.

12.6. All disputes and disagreements arising during the performance by the Parties of their obligations under the Contract shall be resolved through negotiations. Should it be impossible to resolve disputes through negotiations, the Parties have a to take legal proceedings to protect their rights.

12.7. The Parties agree to follow the mandatory pretrial complaints procedure before going to court. The time for responding to a claim is 10 (ten) working days.

### 13. FORCE MAJEURE CIRCUMSTANCES

13.1. The Parties shall be relieved from the responsibility for failure to perform or improper performance of their obligations under the Contract during force majeure. Force majeure means extraordinary and insurmountable circumstances under the existing conditions that prevent the Parties from fulfillment of their obligations under this Contract. They include natural phenomena (earthquakes, floods, etc.), public life circumstances (military actions, states of emergency, major strikes, epidemics, etc.), and prohibitive measures of state bodies (embargo on traffic, currency restrictions, international trade sanctions, etc.). During this time, the Parties shall have no mutual claims, and each Party shall take their own risk of the consequences of the force majeure circumstances.

### 14. VALIDITY OF THE CONTRACT

14.1. The Contract comes into force from the time of the Acceptance by the Buyer and is valid until obligations herein are fulfilled by the Parties.

### 15. CONSENT TO THE PROCESSING OF THE BUYER'S PERSONAL DATA

15.1. By placing an Order in the Online Store, the Buyer confirms their consent to their personal data processing by the Seller and accepts Personal Data Processing Policy available in the Online Store.

15.2. List of Personal Data (hereinafter referred to as PD) in relation to which the consent to process is given:

- Full name
- Contact telephone number
- E-mail address
- Address for the delivery of the Goods

15.3. List of actions in relation to PD and ways of using PD the Buyer gives the consent to:

- PD receipt and storage (in the electronic form and in hard copy)



- PD review (updating, modification)
- PD use in order to implement this Contract
- Transfer of the Buyer's PD as provided for by the legislation of the Russian Federation
- Sending catalogs for marketing and other commercial purposes
- Transfer of PD to any third parties in the Russian Federation.

15.4. The Buyer's consent to personal data processing is given for an unlimited period of time.

15.5. Withdrawing the consent to personal data processing:

- This consent can be withdrawn by me in writing.

- This consent is valid until the date it is withdrawn by me by sending a written notification of the withdrawal in any form to the Operator, unless otherwise provided by the legislation of the Russian Federation.

15.6. The Seller shall process and ensure the confidentiality of PD in accordance with the requirements of the current legislation of the Russian Federation.

## 16. FINAL PROVISIONS

16.1. The Buyer understands and accepts that the Information (the characteristics, availability, completeness and price of the Goods) may be distorted due to temporary technical errors in the Online Store. The Seller reserves the right to change the Information.

16.2. While interacting, the Parties use the following details:

- For the Seller – the ones specified in section 17 of the Contract
- For the Buyer – the ones specified when placing an Order.

## 17. DETAILS OF THE SELLER

### **BOXGLASS Limited Liability Company (OOO Boxglass)**

Legal address: Office 312, 145A Udmurtskaya Street, Izhevsk, Udmurt Republic, 426077, Russia

OGRN 1151832023056

INN/TIN 1841058191

KPP 184101001

Acc. 40702810510000023311

TINKOFF BANK, MOSCOW

Corr. acc. 30101810145250000974

BIC 044525974

E-mail: [vr@boxglass.ru](mailto:vr@boxglass.ru)

The text of this Agreement is published at: [www.boxglass.ru/oferta](http://www.boxglass.ru/oferta)

**The latest edition of the contract dated March 1, 2018**