

## **PUBLIC OFFER AGREEMENT**

This AGREEMENT serves as an official offer (public offer) of the SELLER to any BUYER to conclude a sale agreement.

### **1. TERMS AND CONDITIONS**

1.1. BUYER - a person intending to order or purchase, or ordering and using goods for personal, family, domestic and other needs that are unrelated to business operations

1.2. WEB STORE – trade platform belonging to the SELLER at [www.fashioneclick.com](http://www.fashioneclick.com) web address, performing a remote sale of goods.

1.3. WEB SITE – the sum of digital data, available at the following web address: [www.fashioneclick.com](http://www.fashioneclick.com).

1.4. SELLER – person, specified in Section 9 of the Offer

1.5. GOODS – material objects that have not been removed from civil commerce and for sale on Website.

1.6. ORDER – decision of a BUYER to purchase the Goods and confirmed on the Website

### **2. GENERAL CONDITIONS**

2.1. SELLER undertakes to transfer GOODS into the ownership of the BUYER. BUYER undertakes to pay for the GOODS and accept the order that was made in WEB STORE

2.2. The BUYER accepts the AGREEMENT by placing an order as per Section 3 of this AGREEMENT. BUYER is considered having entered the contractual relationship with SELLER from the moment of correctly placing an ORDER.

2.3. SELLER does not bear any responsibility for authenticity and contents of any information given by BUYER when placing the ORDER.

### **3. PLACING AN ORDER**

3.1. The ORDER can be placed via WEB STORE.

3.2. When placing the ORDER, BUYER undertakes to provide SELLER with the following personal information: a) last name; b) name; c) point of delivery address; d) e-mail address; e) contact number.

3.2.1. Declaration of intent of BUYER is stated by entering of corresponding personal data by BUYER into order form on WEB STORE page.

3.3. BUYER confirms his/her consent to processing, storage, and use of personal data by accepting the AGREEMENT. SELLER has the right to provide this data to a third party for purposes of fulfilling the terms of the AGREEMENT.

3.4. BUYER bears responsibility for authenticity of provided personal information.

#### **4. PAYMENT**

4.1. The price of GOODS is stated at WEB STORE page. SELLER has the right to change the price at his discretion, but the price of GOODS that have already been ordered and paid for by BUYER cannot be changed.

4.2. Payment is settled via PayPal wireless system. You can check the terms and conditions of PayPal system at corresponding website [www.paypal.com](http://www.paypal.com).

4.3. BUYER's payment liability is considered upheld at the moment when corresponding funds amounting to 100% (one hundred percent) of the full price are deposited at the PayPal corporate account of SELLER.

4.4. Full price consists of price of the GOODS and delivery costs.

#### **5. SHIPMENT AND DELIVERY**

5.1. Delivery of GOODS, purchased at the WEB STORE is carried out via mail or courier service. The use of a particular mail or courier service is decided separately for each individual order.

5.2. SELLER sends out the GOODS within 3 business days since the settlement of the ORDER, excluding weekends and holidays.

5.3. The GOODS will be delivered to the delivery point, agreed upon with BUYER in the process of ORDER placement.

5.4. SELLER is not liable for delivery on a wrong date, if SELLER have succeeded to meet all of the time requirements stated in Position 5.2 of this AGREEMENT. In this case, all of the complaints on delivery times should be directed to corresponding mail or courier service.

5.5. In case the delivery was made on a date, specified in the ORDER, but was missed by BUYER due to the BUYER's own fault, the consecutive delivery will be made on a date, agreed upon with the SELLER after BUYER have settled the repeated delivery fees.

#### **6. PRODUCT INFORMATION**

6.1. The GOODS are represented at WEB SITE by corresponding photos, which are the property of the SELLER.

6.2. Each group of photos is supplemented with text information: name, size (if needed), price and description.

6.3. All of the information published on page of WEB STORE is strictly referential and do not fully represent precise characteristics of GOODS, including colors, sizes and shapes. For more information on characteristics of GOODS, contact the SELLER at contact information, given at WEB SITE.

6.4. Buyer has a right to return the GOODS to SELLER if GOODS does not match the description given by SELLER, and if GOODS were not used after purchase. In this case BUYER undertakes to settle the return delivery fee.

Price of GOODS and initial delivery cost will be refunded via PayPal to BUYER within 10 days after SELLER receives back the GOODS.

6.5. BUYER may return the GOODS for other reasons, as long as GOODS have not been in use after purchase. Price of GOODS will be refunded via PayPal to BUYER within 10 days after SELLER receives back the GOODS. Initial delivery cost in this case is not eligible for refund (given in percentage from full price).

## **7. LIABILITY**

7.1. Both sides are liable for not complying or improper compliance with this AGREEMENT as per Terms and Conditions of the AGREEMENT and laws of Russian Federation.

7.2. SELLER is not liable for failing to deliver GOODS if SELLER states wrong delivery address.

7.3. Both sides are not liable for violating the terms of the AGREEMENT, if the violation is caused by force majeure circumstances, namely, any extreme and unsurmountable circumstances, which prevent the fulfillment of the respective obligations by both sides. Such circumstances include: actions of public authorities, fire, flood, earthquake, other natural disasters, power loss and/or computer network failure, walk-outs, civil unrest, turmoil, government sanctions (shipment prohibition, currency limitations, international sanctions etc.). During that time both sides are not liable for not upholding terms of AGREEMENT and each side assumes the risks of a force majeure.

7.4. This AGREEMENT sets extrajudicial dispute settlement/resolution procedure. SELLER responds to dispute within 7 business days from the moment of its application.

7.5. All the disputes at court are settled at the SELLER'S location.

## **8. OTHER CONDITIONS**

8.1. Relationship between BUYER and SELLER is regulated under the laws of Russian Federation.

8.2. Risk of accidental destruction or damage of GOODS falls on to BUYER at the moment when SELLER hands over the GOODS to a mail or courier service for delivery to BUYER'S location.

8.3. SELLER may sell informational messages, included but not limited to advertisements, to BUYER'S e-mail address and phone number.

8.4. SELLER has the right to make alterations to Terms and Conditions of the AGREEMENT. SELLER may, but is not obligated, to inform the BUYER on making changes to the AGREEMENT. Thereby BUYER undertakes to keep track of possible changes to Terms and Conditions of this AGREEMENT, which is posted at WEB SITE [www.fashioneclick.com](http://www.fashioneclick.com).

## **9. SELLER'S DETAILS**

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