

Public Offer (on sale of goods via On-line shop)

TERMS AND DEFINITIONS

Within this public offer, unless otherwise is stipulated by the context, the terms given below shall have the following meaning and constitute the integral part hereof:

‘The Seller’ shall mean “Minako Wrap Manufacture” Limited Liability Company (ITN 7726367160, PSRN 1167746089939) incorporated under the law of the Russian Federation and engaged in distance sale of the Goods.

‘The Consumer’ shall mean any individual who accepted this public offer on the terms and conditions as specified below.

‘Registered Consumer’ shall mean the Consumer who provided his/her personal data to the Seller through registration on the Web-site, which may be used by the Seller to accomplish the Consumer’s Order.

‘Web-site’ shall mean www.minakowraps.com

‘On-line shop’ shall mean an On-line shop selling Jacquard slings-wraps, slings with rings, baby carrier backpacks of Minako Wrap Manufacture brand, placed on the Web-site.

‘The Goods’ shall mean an item of sale (sling-wrap, sling with rings, baby carrier backpack), not withdrawn and not restricted in the stream of commerce and offered for sale through display in the appropriate section of the On-line shop.

‘The Order’ shall mean an order placed by the Consumer in the On-line shop for purchase and delivery of the Goods selected by the Consumer in the On-line shop and submitted to the Seller via the Internet (electronic form placed on the Web-site) and/or placed by the Consumer via an order made on the Facebook official page for Minako Wrap Manufacture brand.

‘Delivery service’ shall mean an external agency which delivers the Goods ordered by the Consumer.

For the purposes of this offer, the terms and definitions used in singular form shall also refer to the terms and definitions in plural form and vice versa.

1. GENERAL PROVISIONS

1.1. In accordance with the article 437 of the Civil Code of the Russian Federation (hereinafter referred to as the CC RF), this document is a public offer addressed to individuals, and in case of accepting the below terms, an individual shall pay for the Goods and their delivery on terms set forth herein. In accordance with the clause 3 of the article 438 of CC RF, payment for the Goods shall be the acceptance of the Seller’s offer, which shall have the same legal effect as a goods sale agreement concluded upon the terms set forth in the present offer and on the Web-site.

1.2. Both the Consumer and the Seller shall guarantee that they have adequate legal capacity and capability, as well as all rights and authorities required and sufficient to conclude and perform under a retail sale agreement.

1.3. With his/her Order placed with the On-line shop, the Consumer shall unconditionally accept the terms contained in this offer, as well as the terms indicated on the Web-site. The Order for the Goods placed by the Consumer on the Web-site shall be the confirmation of a deal (Agreement) concluded by and between the Seller and the Consumer on retail sale of the Goods.

1.4. Relations of the Consumer and the Seller shall be regulated with the provisions of the CC RF (including the provision on retail sale (chapter 30, § 2)), the Law of the Russian Federation ‘On Protection of Consumer Rights’ dated 07.02.1992 No. 2300-1, the Decree of the Government of the Russian Federation dated 27.09.2007 No. 612 ‘On Approval of the Rules for Distance Selling’ and other provisions of the applicable law of the Russian Federation.

1.5. The Seller shall reserve the right to make amendments to the present offer, wherefore the Consumer shall independently control availability of any modifications in the offer posted on the Web-site. The notice on modification of this offer shall be posted by the Seller not later than 7 (seven) business days before such modifications take effect.

2. SCOPE OF THE AGREEMENT

2.1. The Seller shall transfer and the Consumer shall accept and pay for the Goods as determined in the present Agreement.

Ownership for the Goods shall pass to the Consumer with the Goods acceptance and payment by the Consumer of its full value. Risk of accidental loss or damage of the Goods shall pass to the Consumer since the Consumer’s acceptance of the Goods.

3. RIGHTS AND DUTIES OF THE PARTIES

3.1. The Seller shall:

3.1.1. Ensure, since the day of this Agreement, compliance with its obligations toward the Consumer on conditions as stipulated with this offer and as required by the applicable law of the Russian Federation. The Seller shall reserve its right to withdraw from its obligations in case of any circumstances beyond the reasonable control of the parties (‘force-majeure’) in accordance with the clause 10 hereof.

3.1.2. Process and keep the Consumer’s personal data provided to the Seller and ensure its confidentiality as prescribed with the applicable law.

3.1.3. With acceptance of this offer, the Consumer shall confirm his/her agreement and give a consent to “Minako Wrap Manufacture” Co. Ltd (hereinafter referred to as the Operator in this clause) to process his/her personal data, including:

- Full name, date of birth, sex;
- Delivery address, telephone to contact the Consumer;
- E-mail.

Within this offer, processing of personal data shall be understood as:

- collection of the above mentioned data,
- their systemization,
- accumulation,
- storage,
- elaboration (updating, modification),
- use, distribution (including transfer within the Russian Federation and cross-border data transmission),
- depersonalization,
- blocking,
- destruction.

3.1.3.1. The Operator shall have a right for transfer of the Consumer's personal data to the Operator's contractors (Delivery Service) to deliver the ordered Goods to the Consumer.

3.1.3.2. The Consumer shall give its express consent to the Operator and its contractors to process the Consumer's personal data with the automated systems for database management, and other software and hardware.

Such systems shall be used in accordance with the above algorithm (collection, systemization, accumulation, storage, elaboration, use, blocking, destruction).

3.1.3.3. The Operator shall be entitled to determine independently the methods to be used for processing of the Consumer's personal data (including but not limited to): automated verification of postal codes with the code/index base, automated spelling check of streets/settlements name, segmentation of data base pursuant to the set criteria etc.. Elaboration of the Consumer's personal data shall be carried out by telephone or communication via the Internet (by e-mail).

3.1.3.4. The Consumer shall agree that his/her personal data obtained by the Operator may be transmitted to any third parties for the purposes as determined in the present offer, or for compliance with the Seller's obligations under the deal concluded with the Consumer regarding the Goods.

The Consumer shall also provide to the Operator and any third parties the right to process and use his/her personal data for any research aimed to improve the rendered service and

the Goods, including any marketing programs and surveys, statistic researches, and to promote the Minako Wrap Manufacture brand on the market.

The Consumer shall confirm his/her agreement with the fact that the Seller or any persons authorized by it may interact with the Consumer through direct contacts via various means of communication, including but not limited to: postal mailing, e-mail, telephone, the Internet etc., subject to compliance by the third parties with the applicable law of the Russian Federation in the sphere of personal data protection.

In case of the Consumer's personal data transmission to any third parties, the Operator shall warn the persons receiving the Consumer's personal data that such data are confidential and may be used only for the purposes they were disclosed, and demand observation of this requirement by the third parties.

3.1.3.5. The Consumer shall be entitled to request the Operator to provide full information on his/her personal data, their processing and use.

The Operator shall ensure confidentiality of the personal data provided by the Consumer, their protection from unauthorized access, copying and dissemination. At any time whatsoever, the Consumer shall be entitled to inquire the list of his/her personal data and/or to demand modification or destruction of his/her personal data by a phone call to the Operator or by e-mail, specifying his/her full name and delivery address.

3.1.3.6. In accordance with the clause 4 of the article 16 of the Federal Law 'On Information, Information Technologies and Protection', the Seller shall prevent any attempts of unauthorized access to the Consumer's personal data provided to the Seller; and shall timely detect and suppress such attempts.

3.2. The Seller shall be entitled to:

3.2.1. Amend the terms contained in this offer; prices for the Goods indicated in the On-line shop; the Goods payment terms; the Goods delivery time and manner; as well as other terms specified in this offer or at the On-line shop.

3.2.2. Assign its rights and duties under the deal (agreement) concluded with the Consumer to any third parties without the Consumer's approval.

3.3. The Consumer shall:

3.3.1. Prior to placing the Order on the Web-site, learn the content and the terms set forth in this offer, and other terms indicated on the Web-site, including the prices for the Goods set in the On-line shop.

3.3.2. To ensure the Seller's compliance with its obligations toward the Consumer, the latter shall provide its personal data required to identify the Consumer and sufficient to conclude a deal with the Seller and to deliver the ordered Goods to the Consumer.

3.3.3. To pay for the ordered Goods and its delivery upon the terms contained in this offer.

3.3.4. To comply with the terms set forth in this offer, as well as other terms indicated on the Web-site.

4. ORDER AT THE ON-LINE SHOP

4.1. An Order may be placed with the On-line shop by any non-registered Consumers by filling-in an order form.

4.2. The Seller shall bear no liability for accuracy and correctness of the information provided by the Consumer while filling-in the Order Placement form.

5. PLACEMENT OF ORDER AND LEAD TIME

5.1. The Consumer's Order may be placed by e-mail and/or with electronic Order Placement form on the Web-site.

5.1.1. When the Order is placed by e-mail or electronic Order Placement form on the Web-site, the Consumer shall thereby confirm that he/she is aware of the Rules for E-Sale of the Goods indicated on the Web-site and in this offer, and shall provide all information to the Seller, which is required for proper placement and fulfillment of the Order.

5.1.2. When the Order is placed via the Web-site, the Consumer shall fill-in the electronic Order Placement form and shall submit the Order made to the Seller through confirmation of the Order in electronic form.

5.2. If the required number or range of the Goods ordered by the Consumer is not available on the Seller's warehouse, the Seller shall inform the Consumer whereof with a message to the e-mail address provided by the Consumer within 2 (two) hours after the Order has been placed by the Consumer. The Consumer shall be entitled either to accept the Goods in other quantity and range, or to cancel his/her Order. In case of no response from the Consumer within 3 (three) calendar days of the relevant notice given by the Seller to the Consumer, the Seller shall have a right to cancel the Consumer's Order in full.

5.3. The Consumer shall be entitled to change the Order before it is transferred to the Delivery Service by a relevant notice to the Seller.

5.4. Should the Consumer have any questions concerning the properties and characteristics of the Goods, the Consumer shall, before placing the Order, refer to the Seller via a feedback form in order to get the required information.

6. THE GOODS DELIVERY

6.1. The Seller shall use its best endeavors to comply with the Goods delivery terms as set forth in this offer and/or on the Web-site. However, the Goods delivery may be delayed due to unexpected circumstances caused not by the Seller.

6.2. The Consumer shall be entitled, at any time, to refuse from the Order. In case the Consumer refused from his/her Order but had already paid for the Goods delivery, such costs incurred by the Consumer shall not be reimbursed for by the Seller.

In case of non-delivery of the Goods to the Consumer due to the fault of the latter, re-delivery of the Goods may be agreed upon by the Seller and the Consumer subject to coordination of new delivery time by the parties and payment of re-delivery costs by the Consumer.

6.3. The Goods shall be delivered by Russian Post or EMS Russian Post being a branch of the Federal State Unitary Enterprise 'Russian Post'.

6.3.1. Delivery of the Goods within Moscow and Moscow region (within 30 km from Moscow Ring Road) shall be performed on a daily basis on working days from 9.00 to 18.00 and on Saturday from 11.00 to 17.00. Delivery time shall be 1 - 4 days.

6.4. Payment for the Goods by the Consumer:

6.4.1. The Goods delivery cost within the Russian Federation and abroad shall be determined with the Rates established by the Russian Post and EMS Russian Post being a branch of the Federal State Unitary Enterprise 'Russian Post'.

6.5. In case the Consumer refuses to accept and pay for the ordered Goods:

6.5.1. In case the Consumer refuses to accept and pay for the Goods ordered as set forth in the clause 6.4.1 of this offer, the Consumer shall pay to the Delivery Service the Goods delivery costs as specified in the clause 6.4.1 hereof.

6.6. Upon the Goods delivery, the Consumer shall verify compliance of the Goods delivered with the Order, the delivery set and availability of any defects in the Goods appearance. If the Goods are accepted without any claims, the Consumer shall be deprived of his/her right to refer to shortage of the Goods delivery, availability of obvious external damage of the Goods (obvious manufacturing defects), incompliance of the actually delivered Goods with the Order or the accompanying document.

7. PAYMENT FOR THE GOODS

7.1. Prices for the Goods shall be determined by the Seller independently and displayed on the Web-site in EUR according to the exchange rate set by the Central Bank of the Russian Federation. The Goods price may be independently modified by the Seller. However, the price for the Goods ordered by the Consumer may not be modified.

7.2. The Consumer may order only the Goods which are in stock as of the moment when the Order is placed.

7.3. The Consumer shall pay for the Goods in RUR according to EUR exchange rate or in EUR in any of the following manners:

- payment with PayPal service;
- bank transfer (regular bank fees 1.5%-3%).

7.4. Delivery to the cities in Russia located at the distance over 30 km from Moscow Ring Road shall be performed after the Consumer makes pre-payment for Goods and its delivery in full through cashless transfer: bank card, bank transfer or e-money.

Cashless pre-payment shall be made with PayPal system.

7.4.1. The ordered Goods shall be delivered and handed to the Consumer, and if the Consumer is absent – to any person who produced a quittance or any other document confirming the fact of pre-payment by the Consumer.

7.5. Sale agreement shall be deemed concluded since the payment for the Goods by the Consumer.

8. THE GOODS RETURN

8.1. The Consumer shall be entitled to refuse from the Goods of proper quality at any time before its delivery, and after the Goods delivery – within 14 (fourteen) calendar days of the Goods acceptance by the Consumer.

8.2. The Goods of proper quality may be returned subject to the following conditions:

- marketable condition is preserved (original packing, manufactory labels and seals);
- consumer properties of the Goods are preserved;
- the Goods shows no signs of use (wear);
- the Goods must be clean and free of any traces;
- availability of documents for the Goods confirming the purchase of the Goods intended for return (cashier's check or sales slip).

If the above requirements are not complied with, the Seller shall be entitled to refuse from accepting the Goods returned by the Consumer.

8.3. If the Goods of proper quality are returned in accordance with the clauses 8.1., 8.2., the Consumer shall be reimbursed for the Goods value, except for the Goods delivery costs. The Consumer's expense related to return of the proper-quality Goods to the Seller shall not be reimbursed for by the latter. Money shall be repaid within 10 (ten) business days of the Goods return to the Seller and the relevant claim provided by the Consumer in writing, subject to the Consumer's compliance with the terms stipulated with this offer.

8.4. The Goods shall be returned to the Seller through transfer of the Goods by the Consumer to 'Minako Wrap Manufacture' Limited Liability Company (ITN 7726367160, PSRN 1167746089939), which acts, in accordance with the article 18 of the Law of the Russian Federation 'On Protection of Consumer Rights' No. 2300-1 dated 07.02.1992, as a competent organization (service center).

8.4.1. In case the Goods of proper quality are returned, the service center shall accept the Goods only subject to the Consumer's observation of the terms contained in the clauses 8.1. and 8.2. of this offer. Otherwise the service center shall be entitled to refuse the Consumer to accept the Goods.

When the Goods are returned by the Consumer, the Consumer shall execute and submit a Goods Return Declaration to the Seller and to state therein:

- a) full name of the Seller;
- b) full name of the Consumer;
- c) the Goods name;
- d) date of the agreement and the Goods delivery;
- e) the sum to be repaid;

8.4.2. In case of the defective Goods return, such Goods shall be accepted by the service center as stipulated by the applicable law of the Russian Federation.

8.5. Should the Consumer set any claims to the service center as for the defective Goods, such Goods shall be provided clean and dry.

8.6. In case of the defective Goods return, the service center shall review the claim and perform internal inspection of the Goods quality within 7 (seven) business days of the Goods receipt. In cases stipulated with the applicable law of the Russian Federation, the service center shall be entitled to initiate independent examination of the Goods.

8.7. In the event any concealed manufacturing defects of the Goods are revealed/confirmed, the Consumer's claim shall be satisfied and the Goods value shall be compensated, as well as the documented expenses incurred by the Consumer due to the Goods return to the Seller, within 10 (ten) business days upon acceptance of such Goods by the Seller (in case of no dispute between the Seller and the Consumer), or within 10 (ten) business days of the opinion made after the independent examination of the Goods (in case of dispute between the Seller and the Consumer).

8.7.1. Independent examination shall be carried out within not more than 20 business days of the Goods receipt by the service center. If the Independent examination reveals any concealed manufacturing defects of the Goods, the Seller shall pay, within 10 (ten) business days of the opinion made after such independent examination, the Goods value to the Consumer (including the Goods delivery costs), and the Consumer's documented expenses related to the Goods return to the Seller.

8.7.2. In case of partial return of the Goods by the Consumer, the Goods delivery costs and other expenses related to return of the Goods to the Seller shall not be compensated by the latter.

8.8. If the independent examination reveals no concealed manufacturing defects, the Goods shall be returned to the Consumer at his/her expense. If within 45 (forty five) days of the notice to the Consumer on findings of the independent examination, which rejected his/her requirements, the Consumer fails to cover the Seller's expense connected with such expertise, the Goods shall be deemed unclaimed by the Consumer and shall be retained by the Seller. In such event, money for the Goods shall not be repaid to the Consumer.

8.9. Money for the Goods returned to the Seller by the Consumer as required with this offer shall be repaid based on the relevant written application of the Consumer.

In case of cashless transfer, money shall be repaid immediately to the account specified in the Consumer's application for the money return; in case of payment with a bank card, money shall be returned to the card with which the Order was paid.

10. FORCE-MAJEURE

10.1. Either Party shall be released from any liability for its failure, whether full or partial, to comply with its obligations under the present Agreement, if the same is caused any circumstances beyond the reasonable control of the Parties. Circumstances beyond the reasonable control shall mean any extraordinary events and circumstances which the Parties could neither foresee nor prevent with any reasonable means. Such extraordinary events or circumstances shall include, in particular: strikes, floods, fire, earthquakes and other acts of God, wars, military actions etc.

11. LIABILITY OF THE PARTIES

11.1. For any failure to comply or unduly compliance with the terms and conditions contained in the present agreement (the Seller's offer accepted by the Consumer), the Parties shall be held liable as prescribed with the applicable law of the Russian Federation.

11.2. All textual information and graphic images posted in the On-line shop and on the Web-site belong to a legal copyright holder. Illegal use of the posted information and images shall be prosecuted in accordance with the applicable law of the Russian Federation.

11.3. The Seller shall bear no liability for the damage inflicted to the Consumer due to improper use of the Goods purchased via the On-line shop.

11.4. The Seller shall not be liable for the Consumer's loss resulting from:

- incorrect filling-in of the Order, including any mistakes in personal data;
- unlawful actions of any third parties.

11.5. The Consumer shall be held fully liable for accuracy of information and personal data specified while registration with the On-line shop.

12. MISCELLANEOUS

12.1. The Parties shall use their best efforts to settle any disputes connected with any failure to comply or unduly compliance with their obligations under the present agreement, through amicable negotiation.

12.2. If the Parties fail to reach compromise in the course of negotiation, the disputes shall be submitted for arbitration in accordance with the applicable law of the Russian Federation.