

Public offer

Individual Entrepreneur Kiseleva Ekaterina Vladimirovna, hereinafter referred to as the Seller, offers the goods placed in the online store <http://impower.store/> ("Goods", "Online Store"), any individual/legal entity (including individual entrepreneur), hereinafter referred to as the Buyer in case the latter accepts the terms of this Agreement (unconditional acceptance).

This Agreement does not require bilateral signing and is valid electronically.

1. Subject matter of the Agreement

1.1. The Seller undertakes to transfer to the possession of the Buyer, and the Buyer undertakes to pay and accept the Goods ordered on the website of the Online Store.

1.2. In accordance with Part 1 of Article 450 of the Civil Code of the Russian Federation, the Parties have agreed that the Seller has the right to unilaterally amend or supplement this Agreement at any time. The Seller sends the offer by posting a new version on the Internet at <http://impower.store/>. The changes come into force on the next calendar day after posting of the new version of the Agreement.

1.3. The Buyer undertakes to familiarize with the current version of the Agreement.

1.4. By making an order, the Buyer guarantees that he/she has fully read the text of this Agreement and accepts its terms and conditions. Making an order after the amendment of the Agreement shall be considered by the Seller as acceptance of the new terms of the Agreement.

2. Acceptance of the offer

2.1. The text of this Agreement is a public offer (in accordance with Article 435 and Part 2 of Article 437 of the Civil Code).

2.2. The fact of ordering is an unconditional acceptance of this Agreement (unconditional acceptance), and the Buyer is considered to be a person, who has entered into contractual relations with the Seller.

2.3. The order is executed by filling and sending to the Seller the form with the parameters of the order through the Internet-shop website:

- Name, quantity, cost of Goods;
- Buyer's name;
- Buyer's contact telephone number;
- Buyer's email address;
- Delivery option.

2.4. The order is considered completed after the confirmation of the order by phone or by mail, indicated in the order, by the Seller's manager.

2.5. If the Seller has reasons to believe that the information provided by the Buyer in the ordering process is not true or not fully provided, as well as in case of offensive and/or inadequate behavior, he may be refused to accept the order on a temporary or permanent basis.

2.6. All fields of the order form are mandatory for completion by the Buyer. The Seller does not check the accuracy and relevance of the data specified by the Buyer.

2.7. Prior to placing the order and concluding this Agreement, the Buyer shall be obliged to get acquainted:

- With the main consumer properties of the Goods, the place of manufacture of the Goods, the cost of goods. The specified information is located on the page of Goods.
- With the methods of payment for the Goods. The specified information is located on the Website of the Online Store.
- The ways and costs of delivery of the Goods. The specified information is located on the Website of the Online Store. The terms of delivery are approximate and may be less or more depending on the performance of the courier company with which the Seller has an agreement for delivery of Goods to the Buyer.

3. Characteristics of Goods

3.1. The Goods are presented in the online store through photo-samples, which are the property of the Online Store.

3.2. Each photo-sample is accompanied by text information: the name, size, price per unit and a description of Goods.

3.3. Due to different technical characteristics, the color of the Goods may slightly differ from that presented in the Online Store.

3.4. The specifications and appearance of the Goods may differ from those presented on the Website.

4. Price of Goods

4.1. The prices in the Online Shop are given in the currency of the Russian Federation per unit of Goods, the prices in foreign currencies are for reference only.

4.2. The rates for the delivery services are posted in the online store and are not included in the price of the Commodities. The delivery cost shall be paid

by the Buyer separately and shall not be returned in case of return of the Goods.

4.3. The Good's price stated in the online store can be changed by the Seller unilaterally.

5. Payment for goods

5.1. The Buyer shall pay for the Goods by the methods specified in the online store in the "Shopping cart" section.

5.2. The Buyer's obligation to pay the price for the Goods shall be deemed fulfilled from the moment of crediting the relevant funds in the amount of 100% (one hundred percent) of the advance payment to the Seller's (Payment Acceptance Operator's) current account.

5.3. The Seller shall deliver (issue) the Goods to the Buyer only after receipt of payment.

5.4. The Buyer's delay in payment of the Goods price for more than 1 (one) calendar day from the moment of the Goods Order is a material breach of this Agreement. In this case, the Seller has the right to unilaterally withdraw from this Agreement by notifying the Buyer.

5.5. The Buyer, at his/her own expense, pays the commissions (fees) charged by credit organizations (payment systems) when making payment.

6. Delivery of Goods

6.1. Delivery of Goods to Buyer shall be made to the address and within the terms agreed by Buyer and Seller's manager when placing an order.

6.2. The cost of delivery of each Order is calculated individually and depends on the selected delivery method.

6.3. Refusal to accept the delivery on the agreed date, postponement of delivery or failure to take other necessary actions to accept the Goods may be considered by the Seller as the Buyer's refusal to perform the Agreement.

6.4. The right of ownership and the risk of accidental destruction, loss or damage of the Goods shall be transferred to the Buyer from the moment the Goods are handed over to the Buyer or his/her representative.

6.5. Upon delivery, the Goods are handed over to the Buyer or his/her Representative. The Seller is not obliged to check the authorization of the Representative to accept the Goods if the Representative is at the Delivery address.

6.6 After sending the Goods by the shipping company, the Seller shall, at the Buyer's request, inform the Buyer of the details of the shipping company and the data required to identify the cargo (Goods).

6.7. The Buyer undertakes to ensure acceptance of the Goods from the shipping company. Upon receipt of the Goods from the transport company, the Buyer shall inspect the Goods for the presence and integrity of the packaging. In the event of damage or other defects, the Buyer shall make appropriate notes in the waybills. Otherwise, subsequent complaints about incompleteness or damage of the Goods during transportation shall not be accepted by the Seller.

6.8. The Buyer undertakes to reimburse to the Seller the documented expenses caused by the failure to accept the Goods from the transportation company on the appointed day (including the transportation company's services for responsible storage of the unaccepted Goods, the transportation company's services for re-delivery of the Goods).

6.9. In the event of the Buyer's refusal from the prepaid Goods, not due to the Goods' quality conditions violation, the Seller shall withhold in its favour the delivery and return costs of the Goods, as well as all reasonable costs and expenses incurred (including storage costs), any losses, taxes and customs duties from the funds returned to the Buyer. Repeat shipment of prepaid Goods to the Buyer shall be made after 100% (one hundred percent) payment of the Seller's expenses for delivery and return of the first shipment.

6.10. The delivery time specified on the Website of the Online Store is indicative and may differ from the actual delivery time upwards or downwards.

6.11. For the Buyers from non-CIS countries, the Seller sends the order without taxes and duties of the Buyer's country of stay. The delivery price does not include taxes and duties.

7. Rights and duties of the parties

7.1. Seller undertakes:

- Not disclose any personal data of the Buyer and not provide access to this information to third parties, except as required by Russian law, this Agreement and the policy regarding the processing of personal data.
- Provide the Buyer the opportunity to receive free telephone consultations by means of electronic communication indicated on the website of the Online Store. The scope of consultations shall be limited to specific issues related to the performance of the Order and the characteristics of the Goods.

The Seller has the right to refuse to accept and execute the order, if the Buyer has previously ordered and not paid for it, refused the order at the time of

delivery of the Goods, or if the Seller has doubts about the reliability of the Buyer's data, without explaining the reasons.

7.2. The Buyer undertakes:

- Read the contents of this Agreement, the terms of payment and delivery on the website of the online store prior to the conclusion of the Agreement.
- Provide accurate information about himself (full name, contact phone numbers, email address) and details for the delivery of Goods.
- To accept and pay for the Goods in the terms specified in this Agreement.

8. Liability of the parties and dispute resolution

8.1. The parties are liable for non-performance or improper performance of this Agreement in the manner prescribed by this Agreement and the current legislation of the Russian Federation.

8.2. The Seller shall not be liable for the delivery of the Order, if the Buyer has specified an incorrect delivery address or contact information.

8.3. The Seller shall not be liable if the Buyer's expectations about the consumer properties of the Goods were not justified.

8.4. The Seller shall not be liable for the discrepancy between the availability of goods on the online store's website and their actual availability in the Seller's warehouse.

8.5. The Seller shall notify the Buyer about the availability of the Goods at the time the order is agreed, and, in case the goods are unavailable, offer a replacement or specify the approximate time of arrival of the Goods.

8.6. All disputes and disagreements arising during the performance of obligations by the Parties under this Agreement shall be resolved through negotiations. If they cannot be resolved, the Parties have the right to apply for judicial protection of their interests.

8.7. The Parties have established the necessity of observance of compulsory pre-trial procedure before addressing to court. The term of response to the claim is set at 10 (ten) calendar days from the date of its receipt.

9. Return and exchange of the Goods

9.1. The Buyer has the right to refuse the Goods of adequate quality, if they are not suitable for any reason, at any time before and after their transfer, within seven (7) days, excluding the day of purchase.

9.2. Return of Goods of Proper Quality:

- In case the Buyer wants to return the Goods of proper quality, the Seller reserves the right to conduct an inspection of the preservation of the Goods' appearance (in accordance with Article 25 of the Law "On Protection of Consumer Rights").
- When returning the Goods of proper quality, the Seller shall return the full price of the goods to the Buyer and the Buyer may order the collection of goods and pay the costs of delivery of returned goods (in accordance with Clause 4 of Article 26.1 of the Consumer Rights Protection Act).

9.3. Return of goods of inadequate quality:

- In case of complaints about the quality of goods, the Seller reserves the right to inspect the quality of goods (in accordance with paragraph 5 of Article 18 of the Law "On Protection of Consumer Rights").
- Return and replacement of goods of inadequate quality is carried out at the expense of the Seller (in accordance with Clause 7, Article 18 of the Law "On Protection of Consumer Rights").

9.4 In order to return the Goods, it is necessary that:

- The Goods were not used, its consumer properties, trade dress, packaging, seals, labels, as well as sales or cash voucher, documentation for the goods were preserved.
- The Goods were of proper quality (intact, without damage, stains, puffs, traces and odors indicating the use of goods, as well as other visual damages, except for hidden manufacturing defects).

9.5 Refunds shall be made by the Seller to the Buyer's bank account from which the payment for such goods has been made.

10. Force Majeure

10.1 The parties are relieved of responsibility for non-fulfillment or improper fulfillment of obligations under the Agreement for the duration of the force majeure circumstances. Force majeure means extraordinary and insurmountable circumstances under the given conditions, which prevent the Parties from performing their obligations under this Agreement. They include natural disasters (earthquakes, floods, etc.), circumstances of public life (military actions, states of emergency, major strikes, epidemics, etc.), prohibitive measures of state authorities (transport prohibition, currency restrictions, international trade sanctions, etc.). During this time the Parties have no mutual claims, and each Party assumes its own risk of the consequences of force majeure.

11. Term of the Agreement

11.1 The Agreement shall enter into force upon unconditional acceptance by the Buyer and shall remain in force until the Parties have performed their obligations.

12. Consent to the processing of the Buyer's personal data

12.1. By placing an Order on the Shop's website, the Buyer confirms their consent to the processing of their personal data by the Seller and agrees to the "Personal Data Processing Policy" posted on the Internet at <http://impower.store/>.

12.2. The Buyer's consent to the processing of personal data shall be granted without limitation of its validity.

12.3. The Buyer shall have the right to revoke (change) the consent to the processing of Personal Data solely upon personal request.

12.4. The Seller shall process and ensure the confidentiality of Personal Data in accordance with the requirements of the current legislation of the Russian Federation.

13. Other provisions

13.1 The Parties shall interact using the details:

- For the Seller - specified in clause 14 hereof;
- For the Buyer - specified when carrying out the Order. 14.

14. Seller's requisites

Name: Individual entrepreneur Kiseleva Ekaterina Vladimirovna

INN 665813281224

OGRNIP 21665800002682

Personal account 40802810700001798902

BIK 044525974

Bank account 30101810145250000974

JSC TINKOFF BANK

Legal address: 130, Tatischeva St., Ekaterinburg, ul.