

## **PUBLIC OFFER**

CAVIAR online shop located on the domain name caviar.global, Limited Liability Company “Lux Trading Corporation” represented by Sergey Vladimirovich Kitov, CEO, acting pursuant to the Charter, hereinafter referred to as “Seller”, publish the Public Offer about the sale of Goods in a remote way.

### **1. DEFINITION OF TERMS**

1.1. Public offer (hereinafter referred to as the “Offer”) is a public proposal of the Seller addressed to an indefinite scope of persons, to sign a sales agreement in a remote way with the Seller (hereinafter referred to as the “Agreement”) under the terms specified in this Offer, including all Annexes.

1.2. “Seller’s Website or Online Shop” is a complex of electronic documents available for viewing by Customers on the Internet at the address caviar.global, where the Seller’s goods are placed (hereinafter referred to as the Goods).

1.3. “Order” – the actions of a Customer performed by them using the Seller’s Website with a purpose to purchase certain positions from the assortment list of Goods offered for sale on the website of the online shop or via an Operator, which lie in the transfer of a message about the intention to purchase Goods to the Seller.

1.4. “Individual order of Goods” – the actions of a Customer performed by them using the Seller’s Website with a purpose to purchase Goods made according to an individual order (a designer’s solution), according to the pre-order coordinated with the Customer, a sketch presented on the Seller’s website or via an Operator. All devices with designer overlays, design elements, engravings are an Individual order.

1.5. “Pre-Order” – the actions of a Customer performed by them using the Seller’s Website or via an Operator with a purpose to express the Customer’s intention to purchase some Goods in the nearest future, which are now getting ready for production or sale. A Pre-Order can also be a Individual Order.

1.6. “Order with a gift from the Seller” – the actions of a Customer performed by them using the Seller’s Website with the purpose to purchase certain positions from the assortment list of Goods offered for sale on the website of the online shop or via an Operator, which lie in the transfer of a message about the intention to purchase Goods to the Seller. The set, color, model, and other technical characteristics of the Goods 2 are determined by the Seller without the coordination with the Customer. At that, the sale of the Goods 1 and 2 is carried out in a set only, without the possibility to purchase each Goods separately.

1.7. “Customer” – an individual or a legal entity that signed the Agreement with the Seller under the terms specified in the Offer.

1.8. “Order Form” – the information sent by the Seller to the Customer, which contains the following data: the name of Goods, about which the Seller and the Customer signed the Agreement, the number of Goods, the cost per Goods’ item, the total cost of the Order, the shipping terms, the shipping period, the payment terms, the date of the Order, the Goods’ pre-sketch form, and other information at the Seller’s discretion.

Other terms used in this Offer shall be defined in accordance with the norms of the current legislation of the Russian Federation and good business practices. The above terms in singular also refer to terms and definitions in plural and vice versa.

### **2. SUBJECT OF THE AGREEMENT**

2.1. The Seller undertakes to sell and the Customer undertakes to accept and pay for the Goods at the prices specified in the description of Goods on the relevant page of the Seller’s Website, or in the way agreed by the Parties by ordering Goods via an Operator under the terms of this Offer, the current version of which is published on the Seller’s Website.

### **3. GENERAL PROVISIONS**

- 3.1. The Customer's Order of Goods placed on the website of the Online Shop or confirmed via an Operator means that the Customer agrees to all terms and conditions of this Offer.
- 3.2. The Administration of the website of the Online Shop has the right to apply changes to the Offer without notifying the Customer.
- 3.3. The validity period of the Offer is unlimited, unless otherwise specified on the website of the Online Shop. The validity period of the Offer regarding specific, separate positions of Goods from the assortment list of the Goods presented on the Seller's Website may be limited by the availability period of relevant positions in stock of the Seller or by the terms of this Offer.
- 3.4. The Seller provides the Customer with reliable information about the Goods and their general consumer characteristics, as well as with the information about the warranty period on the website of the Online Shop [caviar.global](http://caviar.global), including the Information section.
- 3.5. The Agreement is considered concluded from the moment of acceptance – payment for the Goods.
- 3.6. By carrying out the acceptance in the manner specified by par. 3.5. of this Offer, the Customer confirms that they have read, agreed and fully and unconditionally accepted all terms and conditions of the Agreement in the way they are provided in the text of the Offer, including the annexes to the Offer, which are an integral part of it, the Goods' pre-order and the conditions of the Order Form.
- 3.7. If the Parties decided that the Goods supplied upon this Agreement are the goods with individually determined characteristics created according to an individual order of the Customer, which cannot be reproduced on a mass scale for other persons, the Customer has no right to refuse of the Goods of proper quality from the moment of payment, as the Goods are made according to an individual order, have individually determined characteristics and may be used only by the Customer who purchases them, or by the person for whom they are purchased.
- 3.8. To make a preorder, a customer agree with the following points:
- a preliminary scetch is made on the currently existing model on the basis of which the product (the model) is created and the seller will be relieved of responsibility in case if the chisen design on a new model will look different.
  - the possibility of making a product will be obvious only after output of a new model and its inspection by the seller's employees.
  - the output of a new model in a civil circulation on the area of the Russian Federation can not take place because of the reasons not depending on both sides
  - in case, if a new model does not output in a civil circulation on the area of the Russian Federation, the prepayment, made by the customer, may be used at the customer's option- a full refund of the amount paid or the choice of another model, which is offered by the seller.
  - the external model data, its name, technical characteristics, the amount of internal memory, delivery set may be changed by the manufacturer due to circumstances beyond the control of both sides.
- 3.9. The Agreement cannot be withdrawn.
- 3.10. The Agreement does not require to be signed and/or sealed by the Seller and the Customer and remains in full force and effect at that. All notifications (messages, documents, acts, bills etc.) sent according to this Agreement or in relation to it, will be considered as sent properly, if they are sent as scanned copies via email. The date of notification (message, documents, acts, bills etc.) receipt is the date of sending the corresponding letter.
- 3.11. All text information and graphical images located on [caviar.global](http://caviar.global) are the property of the Seller.
- 3.12. All Products are sold exclusively for personal use.
- 3.13. All informational materials presented on the Seller's website have an advisory character and cannot transfer reliable information about certain features and characteristics of the Goods, such as: color, shape, equipment, name, memory size, device size and packaging. In case the Customer has questions regarding the features and characteristics of the Goods, before placing an Order, the Customer shall ask for a phone consultation at 007 (495) 150-20-75.

### **4. PRICE FOR GOODS**

- 4.1. The prices for each item of Goods are given on the website of the Online Shop [caviar.global](http://caviar.global). In

case an individual order of Goods is placed, the final price may be announced by the Operator and transferred to the Customer in the Order Form for a confirmation via email.

4.2. The seller has the right to change the price for any item of Goods ex parte.

4.3. In case the price for the ordered Goods changes, the Seller undertakes to inform the Customer about the change in the price for Goods within 2 (two) days.

4.4. The change of the price for the Goods paid by the Customer is allowed only in case the volume or character of performed work on the order's production (including an individual one) are changed; the contractual price is subject to change and is coordinated by the Parties separately.

4.5. The Seller specifies the cost for the delivery of Goods on the website of the Online Shop or provides it to the Customer when the order is placed by the Operator.

4.6. The obligations of the Customer to pay for the Goods are considered fulfilled from the moment when the funds reach the Seller.

4.7. The Customer pays the price according to the Agreement by sending funds to the Seller's account or by giving cash to the Seller's cash desk, via Internet acquiring or in other payment ways foreseen by the current legislation of the Russian Federation.

4.8. The payment way is a prepayment for the Order in the amount of 100% (one hundred percent). The payment is made in foreign currency at the price for the Goods valid for the payment date.

4.9 If the payment is effected to the Seller's foreign currency account, an Application with the Buyer's personal data including, but not limited to: Name, address, telephone number, e-mail address shall be drafted.

## **5. ORDER PLACEMENT**

5.1. The order of Goods is made by the Customer via the Operator at 007 (495) 150-20-75 or via the service of the website of the Online Shop [caviar.global](http://caviar.global).

5.2. After confirming the order of the selected Goods, the Customer provides the Operator with the necessary information according to the order specified in par. 5.3. of this Offer.

5.3. During the order placement, the Customer undertakes to provide the following information:

5.3.1. First name, last name, patronym of the Customer or the person specified by them (receiver), name of the legal entity and their representative;

5.3.2. Full bank details for issuing an Invoice (if necessary);

5.3.3. Address for the delivery of Goods (if the delivery is to the Customer's address);

5.3.4. Email address;

5.3.5. Contact phone number.

5.4. If the Seller needs any additional information, they have the right to request it from the Customer. In case the necessary information is not provided by the Customer, the Seller does not bear responsibility for the Goods selected by the Customer.

5.5. The Seller fills in and sends to the Customer the Order Form with all order data including the Goods' pre-sketch, and the Customer undertakes to get acquainted with it and provide the payment for the Goods. The Order completed by the Customer is a message of the Customer about their intention to purchase the Goods on these terms. The fact that the Order has been placed by the Customer, and that the message about the intention to purchase Goods has been sent by the Seller to the Customer's email address with the Order Form.

5.6. Only after the Seller sends to the Customer the prepared Order Form, the pre-sketch of the Goods in case an individual order of Goods has been placed, the Customer can pay for the Order.

5.7. When placing an Order via an Operator, this Offer is sent to the Customer along with the Order Form. The Customer is obliged to confirm that they have read the conditions of the Offer and the Order Form by sending a confirmation in a reply. Without this confirmation, the payment for the Order is not possible.

5.8. For the Goods transferred, the Customer receives a receipt from the payment system, a sales receipt or a UTD (Universal Transfer document), a receipt from the payment system, a cash register receipt, an IDN (Integrated Delivery Note), and a TORG-12 consignment note are issued with the Product being transferred to the Buyer. If an IDN or TORG-12 are issued, the Buyer is obliged to return the second copy of the transfer document to the Seller with the signature and seal (if any) of the Buyer.

5.9. The Seller undertakes to start manufacturing the Goods (completing the Order) within one working day from the moment of the receipt of the payment amount provided for in par. 4.8. of this Offer and The Seller shall start manufacturing the Product (execute the Order) within one working day from the receipt of the prepayment amount provided for in clause 4.8. of this Offer and fulfill the Order within 30 (thirty) days, if this type of Product has already been introduced into the civil circulation of goods in Russia. If a Preorder is made or such a Custom order is placed, execution of the custom design for which requires additional time, the estimated production time shall be reported separately by the Operator.

5.10. When placing a Custom order, the Seller establishes the following rules for the preparation of Preliminary sketches:

- preparation of one preliminary sketch + 5 edits per one unit of the Product are provided by the Seller free of charge;

- preparation of two or more preliminary sketches is paid for by the Buyer at the rate of 10,000 (ten thousand) rubles for each preliminary sketch + 5 edits to the said sketch.

If the payment is made for the Product with a prepared preliminary sketch, the above deposit will be taken into account in full when paying for the Order. If the Buyer repeatedly rejects the options for the Preliminary Sketch of the Product, the specified deposit shall be deemed non-refundable.

5.11. The Buyer is responsible for the accuracy of the information and measurements necessary for the execution of the Order provided by the Buyer to the Seller.

5.12. The Seller reserves the right to refuse the manufacture of any Goods or design for the manufacture of Goods without explaining the reasons.

5.13. When placing an individual order for the installation of decorative elements on the device provided by the Buyer, the Buyer agrees that the technical elements of the device can be removed in order to further install the decorative elements. This procedure leads to deformation of the technical elements, making them ineligible for return to the Buyer. It is not possible to restore the device to its original appearance after the work has been carried out.

5.14. The Seller performs a test of the Goods' communication signal level with the help of a SIM-card, in case the Buyer is against such test, they are obliged to inform about it before any work on the Goods manufacturing begins. Otherwise, the Goods will be tested in the abovementioned way. If the Buyer informs about the prohibition of such test, they agree that such verification will not be carried out and the Seller does not guarantee the quality level of communication signal.

5.15. The Seller shall be entitled to purchase devices/Goods in any territory, from any supplier at its own discretion.

5.16. When placing a Pre-order, the Buyer agrees that the description and characteristics of the Goods after it goes on sale may differ from those declared by the Seller, including, but not limited to: color, shape, name, memory capacity, equipment, device size, packaging.

## **6. DELIVERY, TRANSFER OF GOODS TO THE CUSTOMER, RETURN**

6.1. If the remote purchase agreement for the Product is concluded with a condition of Goods delivery to the Buyer, the Seller is obliged within 30 (thirty) days to send the Goods to the place specified by the Buyer. In case the Buyer is not suitable for this type of delivery, the Buyer is offered to make a self-delivery.

6.2. The place of the delivery of Goods is given by the Customer upon placing the Order for the purchase of the Goods.

6.3. The delivery time of the Product to the Buyer includes the processing and manufacturing time, the delivery time, and is indicated in the Order Form. The delivery time of the Product is indicated by the Seller approximately, due to the fact that the transport company may set a different delivery time based on the conditions of logistics.

6.4. The information about the Goods, the Warranty Terms for the Goods are brought to the Customer's notice in the documents attached to the Goods. All this information can also be clarified with the Operator. After receiving the Goods, the Customer needs to read the conditions of the warranty provided and sign the Warranty Card attached. The necessary information about the Goods:

- The image and color of the Goods presented on the sketch / image may slightly vary from the original product;
- When an individual design and some designs of the devices presented by the Seller are being selected, not all functions (NFC and Apple Pay) may be preserved in the device, on which the designer's elements will be installed, due to the use of several layers of the material or metal;
- After the installation of the design elements on the device, the device is not waterproof and the moist on the device is not allowed.

6.5. After the Customer receives the Goods, they are obliged to sign a Universal Transfer Document within 3 (three) business days, which confirms the receipt of the Goods by them, and send a scanned copy of the signed document to the Seller,

6.6. The return of the Goods happens:

6.6.1. Within 7 (seven) days after the Goods are transferred to the Customers, if the marketable conditions of the Goods, the consumer attributes of the Goods, as well as the document confirming the fact and conditions of the purchase of the Goods are preserved. In case of such refusal from the Goods, the Seller returns to the Customer the amount of money paid by them for the Goods, excluding the expenses of the Seller for bank fees and the delivery of the returned Order from the Customer, in the period provided for by the legislation of the Russian Federation (in case all required documents are provided by the Customer). The date of return will be considered the day when the funds are deducted from the Seller's account. When the prepayment paid by the Customer by a bank transfer is returned, the bank fees paid by the Customer in this regard, are not refunded by the Seller.

6.7. Along with specifying the requirements in accordance with par. 6.6. of this Offer, the Customer undertakes to return the Goods specified in the Order, to the Seller. The fact of the return of the Goods is confirmed by the return act / delivery note, signed by the Seller and the Customer.

6.8. In accordance with par. 6 of the List of technically complicated goods approved by the Government Decree of the Russian Federation dated 11/10/2011 No. 924 and par. 11 of the List of non-food goods of proper quality that are no subject to return or exchange for similar goods of another size, form, dimension, style, color or setting, approved by the Government Decree of the Russian Federation dated 01/19/1998 No. 55, the smartphones, phones and watches are technically complicated goods and in this regard are no subject to return and exchange.

6.9. The return of funds for the Goods takes from 6 to 10 working days after the Goods are received and inspected in our service center. Please pay attention that in case the Goods of proper quality are returned, the Seller does not bear expenses for the carriage or delivery of the returned goods.

6.10 The Goods with individual characteristics (Individual order of Goods) of proper quality are the goods that are not subject to return.

6.11. When the Goods are transferred in the original packaging to the Buyer, the Seller insists that the representative or the courier of the Transport Company shall open and inspect the Goods for external defects. In case the Buyer is against such an inspection and receives the Goods in the factory packaging, the Buyer has no right to activate the Goods by entering his personal data if any external defects of the Goods are detected. All claims regarding the appearance of the Goods with the factory packaging shall be accepted only upon opening in front of the Seller's representative or thereafter, but provided that the Goods have not been activated using the Buyer's or any other third party's personal data.

## **7. APPLICATION OF LEGISLATION. ORDER OF PROCESSING CLAIMS AND DISPUTES**

7.1. The Customers' claims are processed by the Seller in the order and period established by the current legislation of the Russian Federation.

7.2. The Customer's claims are accepted by the Seller to examination via email [international@luxe-tr.ru](mailto:international@luxe-tr.ru) within 2 (business) days from the date when the disputable situation appeared.

7.3. During the processing of disputable situations, the Seller has the right to request from the Customer all necessary documents regarding the examined situation. In case the documents are not provided by the Customer within 2 business days after the day of request, the claim is not subject to processing.

7.4. The Seller and the Customer, considering the character of the provided service, in case disputes and disagreements connected to the provision of services appear, undertake to apply the pre-trial dispute resolution procedure. In case the pre-trial dispute resolution is not possible, the interested party has the right to apply for its resolution to The International Commercial Arbitration Court at the RF Chamber of Commerce and Industry (Moscow) that will process it in accordance with the legislation and their Rules.

7.5. On all issues that are not regulated by this Agreement, the parties are governed by the current legislation of the Russian Federation.

7.6. The recognition of the invalidity of any provision in this Agreement and rules by the court does not cause the invalidity of other provisions.

## **8. LIABILITY OF THE PARTIES**

8.1. The Seller does not bear responsibility for inappropriate use of Goods by the Customer, purchased according to the Agreement.

8.2. The Seller has the right to transfer their rights and obligations regarding the completion of the Customer's Order to third parties, remaining responsible for the provision of the Goods ordered by the Customer.

8.3. The Seller has the right to record phone conversations with the Customer. In accordance with par.4 art. 16 of the Federal law "On Information, Information Technologies and the Protection of Information", the Sellers undertakes to prevent the attempts of an unauthorized access to the information about the Customer and/or its transfer to the persons that have no direct relation to the completion of Orders, as well as detect and prevent such attempts in time.

8.4. The proprietary right for the Goods specified in the Order, as well as the risk of their accidental loss or damage are transferred to the Customer from the moment when the Goods are transferred to them.

8.5. The Seller is not responsible for the content and reliability of the information provided by the Customer upon placing the Order. The Seller is excused for the violation of the delivery terms in case the Customer provides unreliable data about them upon placing the Order.

8.6. The Customer is responsible for the reliability of the provided information upon placing the Order.

8.7. The Customer undertakes not to use the Goods purchased on the Seller's Website for commercial purposes.

8.8. The Seller's obligation to transfer the Goods included in the Order to the Customer appears only after the Customer and the Seller sign a Sales Agreement for Goods, and the moment of its conclusion is determined in accordance with par. 3.5. of this Offer.

8.9. In case the Customer does not provide a prepayment for the Order in the amount specified in par. 4.8 of this Offer and in the period given in the Order Form, this non-payment will be considered by the Seller as a rejection of the Customer from fulfilling this Order, which will mean the termination of the Sales Agreement for Goods signed by the Customer and the Seller, ex parte (at the Customer's initiative) and stop:

- the Seller's obligation to sell Goods to the Customer on the prepayment terms;
- the Customer's right of claim against the Seller to sell the Goods to the Customer on the prepayment terms.

8.10. When placing a pre-order, the Customer agrees with the fact that the possibility to manufacture the Goods will be obvious only when a new model is issued and reviewed by the Seller's employees, as well as with the fact, that the release of the new model to civil circulation within the territory of the Russian Federation may not happen for the reasons that do not depend on the Seller. In this case, the prepayment provided by the Customer may be used at the Customer's discretion – a full refund of the paid sum or a choice of another model from the ones offered by the Seller.

8.11. The Seller will make every effort to comply with the delivery time, but delivery is also carried out taking into account the terms set by the transport company. The Seller is not responsible for an increase in the delivery time of the Product if the transport company

establishes other delivery times, taking into account logistical features, force majeure, and other reasons.16:10

## **9. CONSENT TO THE PROCESSING OF PERSONAL DATA**

9.1. By agreeing to the conditions of this Offer, the Customer also gives a consent to the Seller to the processing of the Customer's personal data by the Seller in accordance with the Federal Law No.152- FL "About Personal Data". The consent is given by performing concluding actions by the Customer when they press the button "I agree to the conditions of the Offer" upon placing the Order on the Seller's website in order to let the Seller fulfill the Agreement signed with the Customer, or gives a consent in a way specified in par. 5.7. of this Offer. This condition covers the following information transferred to the Seller by the Customer: last name, first name, patronym, gender, date of birth, email address, Customer's phone number, passport details, bank details, information provided by the Customer in accordance with the conditions of this Offer (hereinafter referred to as "Personal Data"). The consent is provided to let the Seller perform actions towards the Customers personal data for the purposes provided for in this Offer, including the collection, systematization, accumulation, storage, clarification (update, change), use, distribution (including transfer), redaction, blocking, termination of Personal Data, as well as to establish contacts between the Seller and the Customer, including for the purposes of the promotion of goods, works, services on the market (with the use of, including but not limited to: SMS services, email, postal and telephone communications) considering the requirements of the current legislation of the Russian Federation. The consent to the processing of personal data provided by the Customer is valid:

- 1) until the Customer withdraws the consent in an electronic form by going to the page on the Seller's website at the open link with the title "Unsubscribe", contained in the Seller's electronic message, and confirming their wish to unsubscribe from the newsletter on the opened Website page;
- 2) until the Customer withdraws the consent in a simple written form by sending such withdrawal to the Seller's address. The Seller undertakes to stop processing the Customer's personal data and terminate the Personal data within the period under 30 (thirty) days from the date when the Sellers receives from the Customer a withdrawal of the consent in a simple written or an electronic form.

9.2. This Offer establishes obligations of the Seller and the Operator of the Seller's Website to not disclose and ensure the protection of the privacy of the personal data that the Customer provides upon placing an Order to purchase Goods.

9.3. The Personal Data allowed for processing within the framework of this Offer is provided by the Customer in the accordance with par. 5.3. and 5.4. of this Offer.

9.4. The Seller's Website protects the Data that is automatically transferred during the view of ad blocks or visits of the pages, where the statistic system script ("pixel") is installed:

- IP Address;
- Information from cookies;
- Information about the browser (or another program that provides access to the show of ads);
- Access time;
- Address of the page where the ad block is located;
- Referrer (address of the previous page).

9.4.1. The disabling of cookies may cause a non-possibility to access the parts of the Seller's Website that require authorization.

9.4.2. The Seller's website collects the statistics about IP addresses of its visitors. This information is used with the purpose to detect and solve technical issues, to control the legality of payments.

9.5. Any other personal information that is not mentioned above (the history of purchases, used browsers and operational systems etc.) shall be carefully stored and not distributed.

9.6. The Customer's Personal Data may be transferred to authorized institutions of state power of the Russian Federation only on the grounds and in the order established by the legislation of the Russian Federation.

## **10. SELLER'S BANK DETAILS**

**Limited Liability Company "LUX TRADING CORPORATION"**

**Legal address:** Office 7, bld. 47, Proviantskaya str., Nizhny Novgorod, Russia, 603006.

**Phone / Fax:** 8(831)280-85-06

**PSRN:** 1135260016264

**TIN:**5260371790 **RRC:**525701001

**Bank name:** "Central" branch of VTB Bank (public limited company) in Moscow

**TIN** 7702070139 **RRC** 770943002

**Correspondent account** 30101810145250000411 **BIC** 044525411

**Bank:** JSC VTB BANK, MOSCOW