

OFFER AGREEMENT

Terms of sale of goods in the online store Durand Interstellar

(machine translation for convenience, the Russian language version is the legal copy)

1. General provisions and basic terms

1.1. Seller-Durand Interstellar Limited Liability Company (OGRN 1212300069079, address: 6 Kazachya str., Goryachy Klyuch, Krasnodar Krai, 353290, phone: +7 (918) 977-75-75, e-mail: v_stepwork@mail.ru_stepwork@mail.ru

1.2. Online store – the Durand Interstellar website - a software module that represents a set of web pages hosted on the Internet, located at the Internet address <https://durandinterstellar.ru>.

By placing an Order, the Buyer confirms that:

- they have read these Rules;
- These Rules are clear to the Buyer.
- the User fully agrees with the terms and conditions set forth in these Terms and accepts them.

With its help, the seller conducts trading, it shows the goods that the seller offers to customers, the terms of purchase, delivery, payment, return and exchange of goods.

The website is available around the clock. Business hours of the store (processing and executing orders, etc.): from 09:00 to 17: 00 Moscow time on business days.

1.3. Buyer - any natural or legal person who has placed an order for the purchase of goods from the seller in accordance with the procedure established in section 3 of the offer.

Buyer-consumer - an individual who purchases goods for personal, family, household and other needs that are not related to their business activities.

1.4. Offer - a public offer of the seller to any person to conclude a contract for the purchase and sale of goods (hereinafter referred to as the contract) on its terms. The offer is public (clause 2 of Article 437 of the Civil Code of the Russian Federation). The offer comes into force from the moment it is posted on the website of the online store at: <https://durandinterstellar.ru> and is valid until it is revoked.

The Seller has the right to change or withdraw the offer unilaterally. All changes come into force and are considered to be brought to the buyer's attention at the time of posting on the specified Internet page. Orders that have already been issued by the time the offer is changed or withdrawn are executed under the terms of the offer that was in effect at the time of their execution.

2. Subject of the agreement

2.1. The Seller undertakes to transfer ownership to the buyer, and the buyer undertakes to pay for and accept the goods ordered under the terms of the offer in the online store.

2.2. Product - any product that the seller offers for sale on the website of the online store using a catalog with the names of items of the product, which are provided with its description (including price, information about the manufacturer, etc.) and photographs. The current version of the catalog is available on the website of the online store at: <https://durandinterstellar.ru>. All products are non-food items.

3. Procedure for entering into a contract, placing an order

3.1. Acceptance of the offer is recognized as the moment when the buyer placed an order for the goods from the seller. From this point on, the contract is considered concluded.

3.2. The Buyer can place an order by calling the online store during its business hours or independently on its website via the order form. You can place an order for any product from the catalog on the website of the online store at: <https://durandinterstellar.ru>, which is available in the seller's warehouse.

3.3. To place an order, the buyer registers on the website of the online store independently, or it is registered by the manager of the online store when accepting an order by phone. When registering, a buyer's personal account is created with a unique username and password.

3.4. When placing an order, the buyer informs the seller of its full name(name), contact phone number and email address, delivery address of the product, desired date, time and delivery methods, payment methods of the order.

All delivery dates, prices, stock availability and other information related to the product indicated on the Site are for reference (informational) purposes and do not give rise to any legal consequences for both the Seller and the Buyer. The information provided on the Site regarding the delivery time of goods and their availability is indicative. The seller has the right to unilaterally limit the number of product items in one order, the amount of one order, the form of possible payment for the order, as well as the number of orders sent to one address at a time to one Buyer.

3.5. The order is considered completed at the moment when:

- by clicking the "Confirm order" button at the last stage of placing an order - when making an order yourself on the online store's website. Within 4 (four) business hours from the moment of placing the order, the online store manager contacts the buyer by phone to confirm the availability of the product, provide the order number and arrange its delivery.
- verbal confirmation of the order to the manager by phone of the online store - when ordering by phone. The order is considered confirmed after the manager has confirmed the availability of the ordered goods and the price of the order, recorded all the information necessary for delivery, and informed the buyer of the order number.

3.6. In order to confirm the order and conclude a contract under the terms of the offer, the seller sends the date and number of the completed order by e-mail to the email address or by message to the phone number provided by the buyer.

3.7. When placing an order, the buyer confirms that:

- is a legally capable citizen or a representative of a legal entity authorized to order goods;
- read the current version of the offer and agree to its terms and conditions;
- accepts the obligation to pay for the ordered product and accept it.
- provided reliable information when registering on the online store's website and placing an order.
- transfers to the seller for processing in order to conclude and execute the contract your personal data: full name, phone number, email addresses and delivery of the goods (for the buyer-a citizen) (clause 5 of part 1 of Article 6 of the Law on Personal Data);
- gives consent to the processing of the transferred personal data for the purpose of sending advertising messages about the product, conducting surveys and prize draws among buyers, monitoring customer satisfaction (for a citizen buyer) (clause 1, Part 1, Article 6 of the Personal Data Law). The buyer has the right to withdraw the consent by notifying the seller in writing at the seller's email address;
- gives prior consent to receive advertising and informational messages in the form of email newsletters and SMS messages to the email address and / or phone number provided during registration in the online store (Part 1 of Article 18 of the Law on Advertising). The buyer has the right to withdraw the consent by notifying the seller in writing at the seller's email address.

3.8. The Seller uses the information:

- to register a Buyer on the Site.
- to fulfill their obligations to the Buyer;
- to evaluate and analyze the Site's performance.

3.9. The Seller undertakes not to disclose the information received from the Buyer. It is not considered a violation for the Seller to provide information to agents and third parties acting on the basis of a contract with the Seller in order to fulfill obligations to the Buyer.

3.10. Disclosure of information in accordance with reasonable and applicable legal requirements is not considered a violation of obligations.

3.11. The seller has the right to use the "cookies" technology (a technology that allows the web server to send service information to the user's computer and save it in the browser).

3.12. The Merchant receives information about the device ID of the Site user connected to the local network and / or the Internet (IP address). This information is used exclusively for statistical purposes and is not used to establish the user's identity.

3.13. The Seller is not responsible for the information provided by the Buyer on the Site in a public form.

4. Order price and payment

4.1. The order price consists of the price of the product and the cost of its delivery and other services of the Seller

in rubles that the seller determines unilaterally. If the seller has changed the price of the product or the delivery cost after placing the order, the order is paid at the cost at the time of its registration.

4.2. The price of the product is determined by the catalog on the website of the online store at: <https://durandinterstellar.ru>. The price of Goods in the Online store can be changed by the Seller unilaterally. However, the price of the Product ordered by the Buyer (if the order is confirmed by the Seller) is not subject to change. The product is not booked until the payment is made, and its availability at the time of payment is not guaranteed.

4.3. The cost of delivery is not included in the price of the product and is paid separately, taking into account the delivery of the product on the territory of the Russian Federation.

4.3. The buyer can pay for the order in cash or non-cash form. The payment method is selected when placing an order, taking into account the limits set by the legislation of the Russian Federation for cash payments.

4.4. For cash payments, the buyer pays the order price at the time of delivery of the goods. The seller issues the buyer a cash receipt or other document confirming payment for the goods.

4.5. In case of non-cash payment, the buyer makes a full prepayment of the order within 24 hours from the moment of its registration. The buyer's obligation to pay for the order is considered fulfilled when the full prepayment amount is received to the seller's current account. If payment is not received within the specified period, the order is considered canceled, and the seller notifies the buyer by email.

5. Product delivery

5.1. Delivery of goods is carried out by the Russian Post postal delivery service. Shipment of goods to Russian cities (normal-not class 1). Delivery of Goods to the Buyer is carried out for an additional fee.

Delivery by Russian Post is carried out on time determined by the Russian Post, depending on the remoteness of the region. Russian Post is responsible for failure to meet delivery deadlines

5.2. The right of ownership of the goods passes to the buyer at the time of the actual transfer of the goods to him, subject to its full payment.

6. Changing an order and canceling it

6.1. If, after placing an order, the seller finds that the ordered product or its required quantity is not in stock, it immediately notifies the buyer by phone. The buyer has the right to replace the missing product with a similar one or to cancel the order in full or only in part of the missing product.

6.2. The Buyer does not have the right to cancel the completed order in whole or in part, if the order has already been submitted for delivery.

6.3. If the buyer refuses the prepaid order in accordance with clause 6.1 of the offer, the seller returns the amount paid for the order (and in case of partial refusal - the amount of overpayment) to the same bank details from which it was received by the seller. The refund is made within 7 (seven) business days from the date of cancellation of the order.

6.4. In agreement with the seller, the buyer has the right to change the order no later than 24 hours before the delivery of the goods for delivery. If the order is prepaid, the seller adjusts its price and informs the buyer of the amount to be paid additionally, or returns the overpayment to the buyer's account in accordance with clause 6.3 of the offer.

7. Return and exchange of goods

7.1. If the buyer discovers defects in the goods, he has the right to submit to the seller the requirements stipulated by the Civil Code of the Russian Federation and other legal acts. In particular, the buyer has the right to cancel the contract, return low-quality goods to the seller and demand a refund of the money paid. The buyer has the right to return the product within seven days from the date of its receipt, provided that it retains its presentation and original packaging. The buyer-consumer also has the right to submit claims provided for by the Law of the Russian Federation "On Consumer Rights Protection" of 07.02.1992 N 2300-1, the Rules for the sale of goods under a retail purchase agreement, approved by the

Decree of the Government of the Russian Federation of 31.12.2020 N 2463, and other legal acts in the field of consumer rights protection. The procedure for submitting claims is determined by the specified legal acts.

7.2. Complaints about the quality of the goods are sent in writing to the seller's email address. The claim must include the buyer's full name, order number and date, payment date and date of delivery of the goods, as well as describe the identified shortcomings, the date and circumstances of their discovery. Photos can be attached to the claim.

7.3. The buyer-consumer has the right to refuse the goods of proper quality within 7 (seven) days from the date of their delivery, if its commercial appearance, consumer properties and a document confirming the fact and conditions of purchase are preserved. If the document is not saved, you can present other proof of purchase. The buyer makes a return request for the product, indicating their full name, order number and date, payment date and delivery date of the product.

7.4. The buyer can return the goods (both of proper quality and with defects if they are returned under the terms of the offer) by handing them over at their choice.

7.5. If the goods are returned (both of proper quality and with defects), the seller returns the cost of the goods to the buyer no later than 10 (ten) days from the date when the buyer requests a refund, to the bank details from which the money was received by the seller. When sent by mail or courier service, the refund is issued in the form of a parcel with an inventory of the attachment marked "Return of goods".

The parcel containing the returned product is sent at the Buyer's expense.

Cash refunds are made only to the person indicated in the refund request, or to the person authorized to receive funds by a notarized power of attorney. In any case, when paying with a bank card (or other non-cash payment method) on the Site, the refund is made to the same current account from which the payment was made.

7.6. The buyer has the right to exchange goods of proper quality that do not fit him in shape, dimensions, style, color, size or configuration, within 14 days, not counting the day of delivery of the goods, for a similar product from the seller's assortment. The exchange is made in agreement with the seller under the terms of the Civil Code of the Russian Federation and the Law of the Russian Federation "On Consumer Rights Protection" of 07.02.1992 N 2300-1, if the buyer is a consumer.

7.7. The Seller has the right not to accept claims for returned Goods of improper quality in the following cases::

7.7.1. In case of detection of external damage to the product, inconsistency of articles, numbers on the product, packaging.

7.7.2. In the absence of documents confirming the fact of purchase of the goods and (or) the original packaging.

7.7.3. In case of improper use of the product.

7.7.4. If the product has already been repaired, which is not related to manufacturing defects.

7.7.5. If the product receives external mechanical damage during operation.

7.7.6. In case of detachments or damage to parts, including decorative elements, that have occurred during operation.

7.7.7. In case of occurrence or detection of hidden defects that do not affect the operation of this product.

7.8. When returning or exchanging goods of proper quality, the Buyer must comply with the following conditions:: the product must be clean, free of dust, free of any signs of use, undamaged, without loss of presentation, and in its original packaging. The packaging and inner folding paper must not have any external damage or dents. In case of non-compliance with this condition, the Seller has the right to refuse to exchange or return the Goods.

8. Other provisions

8.1. The Seller is not responsible for any damage caused to the Buyer as a result of improper use of the goods ordered on the Site.

8.2. The Seller is not responsible for the Buyer's losses incurred as a result of:

- incorrect order placement.
- illegal actions of third parties.

8.3. In case of any disagreements, the pre-trial procedure for dispute resolution is mandatory. The complaint must be sent to: v_stepwork@mail.ru. The store must review it and respond within two business days of receiving it.

Everything that is not regulated by the offer is determined in accordance with the legislation of the Russian Federation.

8.4. Legal disputes are subject to consideration at the Seller's location.

8.5. The parties are fully released from fulfilling their obligations under this agreement in the event of force majeure circumstances. These include earthquakes, floods, fires, military operations, and others. If such circumstances arise, you must immediately notify the other party by e-mail specified in the Store's details or personal data of the Buyer.

8.6. These Terms and Conditions take precedence over other documents.

8.7. These Terms and Conditions posted on the website used by the Seller on the Internet at <https://durandinterstellar.en>, are a public offer. The absence of a hard copy of the Contract signed between the parties with the signatures of the parties in the event of actual payment by the Buyer is made on it is not a reason to consider the purchase and sale agreement not concluded. Making a payment in accordance with the Order placed is considered acceptance by the Buyer.

8.8. Invalidation of any clause or sub-clause of these Terms and Conditions does not entail the invalidity of the remaining clauses or sub-clauses.

8.9. Seller's details: Durand Interstellar Limited Liability Company (TIN 2368015872, KPP 236801001, OGRN 1212300069079, OKVED 26.12), Bank Name Krasnodar branch N8619 of Sberbank PJSC Account 40702810730000045513,

BIC 040349602, K / s 30101810100000000602.