

## **Offer of the online store**

### **about signing the contract of distance sale and purchase .**

The present document "Offer of cardio-cloud.ru Online Store" represents the official proposal of LLC Nordavind-Dubna called further "Seller" to sign the contract of distance sale and purchase on the conditions stated below.

#### **1. Terms and definitions of the offer of online store**

1.1. The public offer / Offer – the text of the present document with all applications, amendments and additions , posted on the website and available at the following URL: cardio-cloud.ru.

1.2. The contract – the retail sales agreement, including all the obligatory related documents to be signed and performed by the parties in accordance with the procedure specified in the present Offer.

1.3. Goods – the goods available for sale on the website.

#### **2. Subject of the contract according to the Offer of the online store**

2.1. The seller is obliged to deliver the goods intended for personal, family, house or other use not connected with entrepreneurial activity, to the Buyer on the basis of the placed orders, and the Buyer undertakes to accept and pay goods on the terms of the present Offer.

2.2. The name, price, quantity of goods are defined by the Seller upon the order entry. Other necessary terms of the contract are defined on the basis of data, provided by the Buyer upon the order entry. The order is accepted on the form placed on the online store website .

2.3. Accepting conditions of the present Offer, the Buyer agrees with processing of his personal data.

#### **3. Ordering**

3.3.2.1. In case of changing the term of availability of goods for sale, the Buyer receives a notice is sent to URL specified by him at registration of his pre-order on the website.

3.3.3. The price of the goods available for Pre-ordering specified on the website is considered ultimate.

3.3.3.1. The buyer has the right to refuse the registered and paid Pre-order until goods are sent to the Buyer. In this case money is returned to the Buyer according to his written application in the way initially used for the advance payment.

3.3.4. According to item 1. Art. 157 of the Civil Code of the Russian Federation Seller is obliged to transfer goods upon their arrival for sale after Pre-order registration. If the release of goods can be cancelled or postponed for an indefinite period due to the circumstances not depending on the Seller , the Seller unilaterally cancels Pre-orders. At the same time the money transferred by Sellers in payment for goods in Pre-orders is sent back to Buyers according to their written applications in the way initially used for the advance payment.

3.3.5. When goods arrive at the Seller`s warehouse processing the Buyer`s Pre-order is started, the Buyer is informed on the expected date of the Pre-order transfer to the delivery service in accordance with the procedure specified for orders.

#### **4. Acceptance of the Offer and signing the contract**

4.1. In case the person accepts conditions of the present Offer of the online store (according to article 435 and part 2 of article 437 of the Civil code of Russia), he becomes the Buyer. The buyer's order is considered factual acceptance of the Offer.

#### **5. Rights and obligations of the Parties**

5.1. The Buyer is obliged:

a) To pay and take away the order on the terms of the present Contract in due time.

5.1.1. The Buyer is responsible for reliability of the provided information.

5.1.2. Claims for complete set of the orders delivered by the courier are accepted by the courier directly upon the delivery of the order.

5.1.3. The buyer has the right to demand the Seller's compliance with the terms and conditions of the present Contract.

5.1.4. In case of receiving faulty goods which is confirmed by The Seller or an independent expert organization, the Buyer has the right to demand:

a) gratuitous elimination of faults or reimbursement for their correction by the Buyer or the third party;

b) proportional reduction of the purchase price;

c) replacements by goods of similar brand (model, trade code) or the same goods of other brands (models, trade codes) with the corresponding recalculation of purchase price;

d) return of the sum paid for goods, including expenses on delivery.

5.2. The Seller is obliged:

a) to comply with the terms of the present Contract;

b) to transfer goods to the Buyer according to the chosen in the Internet shop, the fixed order and conditions of the present Contract;

c) to bear full responsibility to the Buyer for execution of the order before transferring the order to the Buyer.

5.2.1. The Seller is not responsible and can't appear as the respondent in court also he doesn't pay for the damages arisen by the Buyer because of action or inaction of the third parties.

5.2.2. The seller is not responsible for the Buyer's wrong choice of characteristics or modification of the goods which are considered subject of the contract.

5.2.3. The Seller guarantees that the Buyer is supplied with the goods of appropriate quality which have not been in use and meet sanitary and hygienic standards, accepted in the Russian Federation.

5.2.4. The Seller has the right to reject sending the order to the Buyer, having returned full advance payment of the order without explanation.

5.2.5. The Seller is not responsible for misuse of devices by the Buyer.

5.2.6. The Seller has the unilateral right to change conditions of the present Contract and price of goods in the online store.

5.2.7. The Seller is not responsible for the contents and reliability of information, provided by the Buyer at execution of the order

5.3. All information materials placed on the Seller`s website are referential and cannot reflect fully reliable information about certain properties and characteristics of goods, such as color, form, size and package.

ATTENTION! The buyer has to consider a possible difference in color rendition of monitor screens. The online store doesn't guarantee full coincidence of color of goods displayed on the Buyer`s monitor. In case the Buyer has questions, concerning properties and characteristics of goods, before signing the Contract, he should necessarily apply for consultation on the Seller's contact phone.

5.4. In case of the wrong complete set of the order by mistake of the Seller goods can be replaced or the Buyer can be refunded . Refund to the Buyer is carried out within 10 working days from the moment of receiving goods by the Seller.

## **6. Price of goods and payment procedure**

6.1. The cost of goods is specified on the website and is fixed at full (100%) payment.

6.2. The buyer pays the order in any way chosen in the online store.

6.3. At full advance payment of the order the Seller sends goods to the Buyer within 3 days after receipt of money on the account of the Seller, the Pre-order – within 3 days upon the moment of arrival of goods at the Seller`s warehouse.

## **7. Delivery**

7.1. Delivery period of goods from a warehouse is timed according to current regulations of the delivering organization, it is also specified at execution of the order in the online store.

7.2. The cost of delivery is calculated at execution of the order according to the operating tariffs of the delivering organization.

7.3. Customer pickup from the Seller`s warehouse is available.

## **8. Guarantee and procedure of return of goods**

8.1. The guarantee for the goods bought in the online store is specified on the page of the corresponding good and is valid at presentation of the document confirming the fact and conditions of purchase of the specified goods.

8.2. The buyer has the right to reject the received faulty goods within 7 (seven) days from the date of receipt of goods, on condition of safety of marketable state, consumer qualities of goods, package integrity and also the document, confirming the fact and conditions of purchase of the specified goods. The seller returns to the buyer the cost of the paid goods within ten days from the date of receiving the returned items, except for the Seller`s expenses on delivery the returned goods from the Buyer.

## **9. Responsibility of the parties**

9.1. For non-execution or inadequate execution of conditions of the present Contract (the Seller's Offer accepted by the Buyer) the Parties take responsibility in compliance with the legislation of the Russian Federation.

9.2. All textual information and graphics placed in the Online Store and on the Website, have the lawful proprietor. Illegal use of the specified information and images is prosecuted according to the current legislation of the Russian Federation.

9.3. The Seller is not responsible for damage committed to the Buyer due to his inadequate use of the goods acquired in the online store.

9.4. The seller is not responsible for the Buyer's losses which have resulted from:

- wrong filling of the order, including wrong indication of personal data;
- illegal actions of the third parties.

9.5. The Buyer takes full responsibility for reliability of information and personal data specified by him at registration in the online store.

## **10. Force majeure circumstances**

10.1. Any of the Parties is exempted from responsibility for full or partial non-execution of the obligations under the present Contract if this non-execution is caused by force majeure circumstances. Force majeure circumstances mean extraordinary events and circumstances which the Parties could neither expect nor prevent by reasonable means. Such extraordinary events or circumstances particularly include strikes, floods, fires, earthquakes and other natural disasters, wars, military operations, etc.

## **11. Validity period and change of the Offer**

11.1. The present Contract is considered valid upon the moment of its publication on the website [cardiocloud.ru](http://cardiocloud.ru).

## **12. Validity period, change and cancellation of the Contract**

12.1. The seller has the unilateral right to change terms of the contract.

12.2. The contract is considered cancelled upon the moment of return of faulty goods by the Buyer or upon the moment of return of an advance payment in case of Pre-order cancellation.

12.3. The contract is considered fulfilled upon the moment of receiving goods by the Buyer.

## **13. Confidentiality conditions**

13.1. The Buyer agrees to process his personal data (including its receiving from the Buyer) by the Seller taking into account requirements of the operating legislations of the Russian Federation and confirms that such an agreement means that he acts willfully and for his own benefit for signing the present Contract with the Seller providing the following information to the Buyer about the goods encashed by the Seller: surname, name, middle name, delivery address, phone, e-mail of the Buyer (further on – Personal data).

13.2. The Buyer's agreement specified in item 1 of Art. 13 of the present Offer is given by the Buyer to the Seller before the expiration of storage periods of the relevant information or documents, containing the above-stated information, defined according to the legislation of the

Russian Federation then it can be withdrawn by sending the Buyer`s corresponding written notice to the Seller not less than in 3 (three) months prior to the moment of its withdrawal.

13.3. The agreement specified in item 1 of Art. 13 of the present Offer is provided on implementation of any actions concerning Personal data of the Buyer, which are necessary or desirable for achievement of the purposes stated above, including, without restrictions, collecting, systematization, accumulation, storage, specification (updating, change), use, depersonalization, blocking, destruction and also implementation of any other actions with Personal data of the Buyer taking into account the current legislation of the Russian Federation. The Seller has the right to transfer personal data of the Buyer to the third parties (post, courier services ) with the purpose of execution of the present Offer.

13.4. Processing of Personal data is carried out by the Seller in the next following main ways (but without being limited to them): storage, recording on electronic media and their storage, listing, marking.

13.5. Any information known to the Seller about the Buyer related to performance of obligations within the Offer can be used by the Seller only in order to implement sale of goods.

13.6. Use of any personal data in other purposes is possible only by the agreement of the Buyer – his independent filling of a form on mailing or agreement to place a photo or video showing the Buyer on the website.

#### **14. Final provisions**

14.1. The Parties will try to solve all disputes connected with non-execution or inadequate execution of the obligations under the present Contract in the way of negotiations.

14.2. In case of default of agreement during negotiations, disputes will be resolved in legal process according to the current legislation of the Russian Federation.

#### **15. Requisites of the Seller**

Full name: Nordavind-Dubna Limited liability company

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