

VERSION 17.05.2023

SELLER AGREEMENT

General conditions

This agreement (the '**Agreement**') sets out the terms and conditions applicable to persons (the '**Seller**') using the services rendered by the Service Provider under this Agreement. The Agreement is deemed to be concluded by and between the Seller and the Service Provider. Details of the parties to this Agreement are specified in Special Conditions of the Agreement.

This Agreement shall be deemed to have been concluded by and between the Seller and the Service Provider that owns and operates the Website referred to in Special Conditions of the Agreement. In case more than one Website is specified in the Special Conditions of the Agreement, it shall be deemed that the Seller concludes the Agreement with each Service Provider individually, and that such Agreement is concluded on the terms and conditions set out therein, even though only one copy of the Agreement is signed. The Seller has the right to enter into this Agreement with the Service Provider, who owns and manages the relevant Website that is not specified in the Special Conditions, by placing an order through the System using the Seller's Account. By confirming such an order, the Seller also confirms that he has familiarized himself with all the provisions, annexes, conditions, provisions and/or other documents governing the Seller's activities on the relevant Website, which are available to the Seller in the System.

The Service Provider signing the Agreement shall act as the Service Provider to the extent related to the Website owned by him and as a representative of other Service Providers owning the Websites referred to in the Special Conditions and, therefore, by its signature it concludes a separate agreement on behalf of each Service Provider with respect to the Websites operated and controlled by respective Service Providers.

The Seller before offering and/or selling goods or services on the Websites or through any applications of the Service Provider as well as before using any other services rendered by the Service Provider that are related to the Seller's activities on the Websites, or using any platform, portal, web service, application, interface, or any other tool provided by or for the Service Provider, related to the Service Provider and/or the Websites, must read and comply with all terms and conditions governing the Seller's activities under this Agreement. The Seller must also constantly monitor changes in such terms and conditions, of which the Seller is informed in accordance with the procedure established in this Agreement.

1. Terms and Definitions

1.1. **Agreement** – this agreement by and between the Seller and the Service Provider that consists of the General Conditions and Special Conditions as well as annexes thereto, and any additional documents executed and attested by the parties according to a procedure stipulated therein.

1.2. **Account** – an account specially created for the Seller for the use of the Websites and for selling the Products on them.

1.3. **Application** – a questionnaire in the form and with the content set by the Service Provider that must be completed by a person intending to become the Seller and to conclude the Agreement; the person must also submit relevant documents and information.

1.4. **Seller** – a natural or legal person identified in the Special Conditions that sells Products on Websites.

1.5. **Service Provider** – a legal entity that owns and operates the Website referred to in the Special Conditions of this Agreement. For the avoidance of doubt, each of the following legal entities shall be referred to as the 'Service Provider':

- a) UAB „Pigu“, legal entity code 300866792, address Laisvės av. 75, LT-06144 Vilnius, Lithuania, owning and controlling Website www.pigu.lt;
- b) SIA “Pigu Latvia“, legal entity code 43603025092, address Maskavas street 257, LV-1019, Riga, Latvia, owning and controlling Website www.220.lv;
- c) Dlb Trading OÜ, legal entity code 11791329, address Mustamäe tee, 46, Tallinn, Harju county, 10621, Estonia, owning and controlling Website www.kaup24.ee;

d)	Hobby Hall Suomi Oy, legal entity code 2882790-7, address Tammiston Kauppatie 11, 01510 Vantaa, Finland, owning and controlling Website www.hobbyhall.fi .
	It shall be deemed that each Service Provider shall be an individual party to the Agreement and, therefore, it shall be deemed that, by signing the Agreement, the Seller has concluded separate Agreements (on identical terms and conditions) with each Service Provider whose Website is referred to in the Special Conditions or in the Seller's Account as the Website through which the Seller will trade. None of the Service Providers shall be liable for the obligations undertaken by other Service Providers in relation to their Websites and, therefore, the Seller may demand performance of obligations in respect of the Website www.pigu.lt only from the Service Provider Pigu UAB, in respect of the Website www.220.lv only from SIA Pigu Latvia, in respect of the Website www.kaup24.ee only from Dlb Trading OÜ, and in respect of the Website www.hobbyhall.fi only from Hobby Hall Suomi Oy.
1.6.	Offer – the offer for the Product prepared by the Seller and published on the Website whereby the Product is offered on the terms set by the Seller, i.e. price, discount, terms of delivery etc. Responsibility for the correctness and completeness of the information in the Offer as well as for compliance therewith shall rest with the Seller.
1.7.	Products – the goods offered to the Customers by the Seller on the Websites, which the Seller shall sell under sale and purchase agreements concluded with the Customer. The Seller shall assume full liability for the Products' compliance with legal provisions.
1.8.	Customer – natural or legal person who purchases the Products on the Websites under sale and purchase agreements concluded with the Seller.
1.9.	Websites – e-commerce websites on which the Seller is allowed to sell the Products. Such websites include (but shall be not limited to): pigu.lt; 220.lv; kaup24.ee, hobbyhall.fi or other websites indicated in the Special Conditions and/or in the Seller's Account as well as mobile applications owned and/or managed by the Service Provider.
1.10.	Commission – the fee paid by the Seller to the Service Provider, calculated as a percentage of the price of the products sold through the Websites, inclusive of VAT. The percentage rate of the Commission is set in the Special Conditions of the Agreement.
1.11.	System – the operational system controlled by the Service Provider for the administration of the Websites in which the Account is created and which is used by the Seller in order to sell the Products on the Websites through his Account.
1.12.	Regulation – Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services.
1.13.	Order – an order for the Products placed by the Customer.
2.	Subject of the Agreement
2.1.	The Service Provider shall enable the Sellers, using the means and according to a procedure stipulated in the Agreement, to use the Websites and related services and to offer and sell the Products to the Customers on the Websites, and the Seller shall pay to the Service Provider on the terms and conditions of this Agreement.
3.	Conclusion of the Agreement
3.1.	Use of the Websites and conclusion of the Agreement shall apply to persons who have the right to enter into agreements with the Customers and the Service Provider.
3.2.	The Seller shall acquire the right to offer and sell the Products on the Websites on creation of the Account for the Seller, after the Seller acknowledges, by signing the Agreement, the Seller's suitability for selling on the Websites.
3.3.	The Seller shall, submitting information required for the conclusion and performance of the Agreement, within whole duration of the Agreement ensure that the information is accurate, updated and complete,

	<p>therefore, in the case of any change in the information the Seller shall update it no later than within one calendar day. The Service Provider shall perform the Agreement on the basis of the information provided by the Seller for conclusion of the Agreement, in the Account, via email and by other methods provided for in the Agreement including contact details, and shall deem such information to be correct and complete. The Account shall be non-transferable and non-assignable to third parties on any grounds. Any use of the Websites and any action taken therein after logging in to the Account shall be deemed to be the use/action by the Seller.</p>
3.4.	<p>By signing the Agreement, the Seller confirms that he concludes the Agreement having an intent to become the Seller and is either a natural person having legal capacity or a legal person (company, agency or another organisation) having full, lawful and valid rights and powers to conclude and perform this Agreement and to assume relevant legal obligations in by law and contract including obligations in relation to the provision of information. The Service Provider may require additional information in order to verify the Seller's identity or information provided. The Service Provider shall be entitled to verify any information and data provided in order to satisfy himself that the Seller's identification details and the information provided during registration are/is true and valid. Should during performance of the Agreement it be determined that the Seller has failed to meet set requirements, the Service Provider may, at his own discretion and without a notice, suspend or cancel the Account and make relevant claims against the Seller.</p>
3.5.	<p>The Seller whose use of the Account has been suspended, withdrawn or terminated may not request creation of a different Account in order to use the Websites.</p>
3.6	<p>By concluding the Agreement, the Seller selects and orders the Services provided by the Service Provider. All Service orders made by the Seller after the conclusion of the Agreement are made through the System by selecting and confirming the order of the desired Services. The Seller is responsible for any Service orders placed through Seller's Account. By confirming the Service order, the Seller also confirms of having read all the conditions, provisions and/or other documents governing the specific Service that are available to the Seller in the System.</p>
4.	<p>Product Listings</p>
4.1.	<p>The Service Provider shall enable the Seller to list, advertise and sell the Seller's Products on the Websites and may make recommendations for these activities in order to ensure their lawfulness and transparency.</p>
4.2.	<p>By listing the Products on the Websites, the Seller represents and warrants that (i) the Seller holds title to the Products and/or the Seller has the right to sell them; and (ii) the Products have not been pledged, transferred and/or encumbered otherwise.</p>
4.3.	<p>In order to upload the Product for sale (create an offer for the Product), the Seller shall select an existing Product description in the System that matches the Product sold by the Seller, as defined in Clauses 4.4.-4.6. below.</p>
4.4.	<p>By choosing the existing description of the Product, the Seller declares and warrants that the description is in compliance with applicable law and the Products sold by the Seller comply with the description of the Product including but not limited to colour, any features, functionality and technical parameters. The Seller represents and warrants that, by submitting the Offer and using the relevant description therein, the Seller is fully responsible for correspondence of the description and/or compliance with the law, and shall hold the Service Provider harmless against any claims that may arise from such non-compliance.</p>
4.5.	<p>If the Seller finds a description in the System that corresponds to the Product but, in the Seller's opinion, the description does not meet legal requirements and/or does not correspond to the Product's characteristics, or should the Seller determine that the description is unsuitable for other reasons, the Seller shall not use such description in the Offer and shall notify the Service Provider immediately through the System. Such notice shall include at least the following information:</p>
4.5.1.	<p>The part of the description that must be revised for reasons indicated above;</p>

4.5.2.	Exact legal provision that is not complied with by the description;
4.5.3.	Proposal for a change in the description so that it complies with the requirements.
4.6.	In case if the Seller does not find an appropriate description of the Product in the System, the Seller shall be allowed to fill the Product description form himself in accordance with recommendations for the descriptions provided by the Service Provider.
4.7.	The Seller shall provide description and other required information about the Products in the Offer in a detailed and accurate and manner, in accordance with legal requirements and the Service Provider's recommendations. The Seller understands that the Service Provider's recommendations are provided for assistance only and the Seller alone shall assume responsibility for the compliance of the descriptions with the law.
4.8.	Descriptions of the Products shall be written in the language/languages used in the relevant Website (e. g. for 220.lv, the description shall be prepared in Latvian and Russian).
4.9.	The Seller shall make every effort to ensure that the information, content, materials and data provided by the Seller do not contain viruses, spyware, Trojan horses etc. that could damage or otherwise affect the Websites or a part thereof, the System, the Account and their operation, or any other information or programs that are stored on the Websites, the System, the Account or which are accessible through them.
4.10.	The Service Provider shall not be obliged to and shall not verify that the Products' description or other information used by the Seller complies with legal requirements. The Seller shall assume full responsibility for ensuring that the information contained in his Offer and information provided by the Seller elsewhere on the Website complies with the applicable law and other applicable requirements.
4.11.	The Seller shall ensure the information provided by the Seller on the Website including but not limited to visualisation (photos, videos etc.) of the Products and the Products themselves (including packaging) comply with all applicable laws (including but not limited to requirements for marking and labelling requirements, consumer and product safety, product testing, labelling, pricing, intellectual property) do not contain any sexually explicit, defamatory or obscene materials and do not violate any other individual's rights and legitimate interests (including intellectual property rights), and are developed according the principles of good morals and ethics.
4.12.	At the Service Provider's request the Seller shall submit to the Service Provider, no later than within 2 (two) business days' after receipt of request:
4.12.1.	documents of the Products' origin (e. g. certificates of authenticity of the Products, contracts or similar);
4.12.2.	documents proving the Seller's right to sell the Products on the Websites (e.g. licence for retails, consent or similar);
4.12.3.	a written confirmation (if applicable) that the Seller has fulfilled his obligations under this Agreement, including but not limited to compliance with consumer product safety laws and the Products' authenticity requirements;
4.12.4.	other documents and information requested by the Service Provider, evidencing that the Products comply with the applicable legal requirements for the Products' use, sale and advertising.
4.13.	All damages and/or fines incurred by the Service Provider due to the Seller's failure to deliver information and documents in due time shall be deemed to be incurred due to the Seller's fault and the Seller shall be liable to pay them. The Seller assumes full legal and other liability for the Products offered by the Seller on the Websites and shall hold the Service Provider harmless for any direct or indirect damages, losses, fines etc. arising from the Seller's failure to perform his obligations under this Agreement or improper performance thereof.

4.14.	The Seller shall be prohibited from providing on any of the Websites any information about or otherwise attempt to offer any Products that are illegal, violate the rights and legitimate interests of others including intellectual property rights, or Products that are forbidden to be sold in a particular country or on the Websites.
4.15.	Prohibited Products:
4.15.1.	The Seller shall not list or sell Products that violate intellectual property rights or are illegal, fake, counterfeit, or stolen.
4.15.2.	The Service Provider may, at his sole discretion, prohibit or instruct the Seller to refrain from listing certain Products for sale on the Websites for the following reasons: (a) offering such Products is no longer possible due to changes in legal acts applicable to such Products; (b) offering such Products is not in line with the Service Provider's internal rules; (c) offering such Products, in the Service Provider's opinion, gives rise to increased legal and/or operational risk and/or reputational risk and/or other risk. For the avoidance of doubt, the list of such Products is not final and the Service Provider shall have the right to prohibit the Seller from or to request the Seller not to offer certain Products for other reasons not specified herein if this necessary for the defence of the rights and legitimate interests of the Service Provider. Furthermore, the Service Provider may remove or de-activate the Seller's listings at its sole discretion in response to notices of alleged copyright infringement, trademark misappropriation, or other intellectual property claims.
4.16.	At the Service Provider's request, the Seller shall remove the Products from the Websites without delay but no later than within 8 (eight) working hours from the moment such request was sent and shall ensure that prohibited Products no longer appear on the Websites. Should the Seller fail to comply with this requirement, the Seller shall assume full liability arising from listing of prohibited Products on the Websites and shall hold Service Provider harmless from all and any fines, costs or other expenses incurred due to such non-compliance, including fines imposed by the authorities and relevant reputational damages. The Service Provider shall have the right to suspend publication of specific Product at the Websites until the Seller duly performs his obligations specified in present Clause.
4.17.	The Seller shall not to list and not include any removed/ de-activated Products on the Websites at any time after the Products' removal under Clauses 4.15 and/or 4.16 above unless their renewed listing is specifically authorised by the Service Provider in writing. The Parties explicitly agree that renewed consent to the listing the Product on the Website shall not obligate the Seller to do so, therefore, if the Seller decides to renew the listing on the Website, such listing shall not give rise to any liability to the Service Provider and the Seller shall assume full liability for compliance with all legal provisions applicable to the offering, listing and sale of such Product on the Websites.
4.18.	The Seller represents and warrants that the Seller assumes full liability for any civil, commercial and administrative claim concerning his actions initiated and/or taken by him on the Websites in relation to the Products, offering and sale of the Products and provision of services, including but not limited to selling prohibited Products and/or any action or omission of the Seller that is non-compliant with the current legislation. For the avoidance of doubt, the Seller shall hold the Service Provider harmless against any civil, commercial and administrative claims, damages and/or other claims that may arise from the Seller's actions described in this Clause.
4.19.	The Seller represents and warrants that all information it provides in the Offers and to the Service Provider is true and accurate and in accordance with applicable legal acts and that the Seller will not use any information on the Websites with the aim to redirect end users of the Service Provider to any other sales channels.
4.20.	The Seller's Information
4.20.1.	By signing this Agreement, the Seller shall grant the Service Provider, its branches, other service providers and marketing partners (if any) non-exclusive, free, permanent, transferable and irrevocable right and licence, throughout the territory of operation of the Service Provider and throughout the term of this Agreement:

<p>4.20.1.1. to publish, reproduce, display, distribute, transmit and otherwise use the Seller’s name, trademarks, service marks, and logos to the extent that this is related to the Seller’s activities on the Websites;</p>
<p>4.20.1.2. to publish and perform, reproduce, distribute, transmit, display, modify, create derivative works of all the Seller’s information which is public and provided in the System and on the Websites, ensuring that information of the Seller that is confidential or constitutes a trade secret, if such information is present in the System, is used in a generalised format without disclosing trade secrets of the Seller;</p>
<p>4.20.1.3. The Service Provider and its branches may permit the Customers, other users of the Websites, and other third parties to share and post the Seller’s information which is public and provided in the System and on the Websites, applications, and social media outlets.</p>
<p>4.20.1.4. By signing this Agreement the Seller shall grant the Service Provider and its branches the non-exclusive, free, permanent, transferrable and irrevocable right and licence to use in the Service Provider’s commercial activities all the public information of the Seller provided in the System and on the Websites. Non-public information of the Seller may be used solely by ensuring its confidentiality and solely for the purposes of development of the Websites’ operation and the Seller’s activities therein.</p>
<p>4.20.1.5. The Service Provider may create, use and alter at its sole discretion any programs, algorithms, hardware, software and tools that rate or allow the Customers and other Service Provider’s users to rate the Seller’s Products and the Seller’s performance on the Websites, and the Service Provider may make these ratings and feedback publicly available.</p>
<p>4.21. The Seller shall ensure sufficient stocks of the Products offered/sold by the Seller on the Websites so that the orders for the Product can be met. The Seller warrants that it will not make an out-of-stock Product available for sale and shall ensure that Product’s listing is suspended as soon as the stock of such Product are sold out.</p>
<p>4.22. The Seller shall be responsible for proper and timely provision and update of information regarding the Products’ quantity in the Seller’s Product listing on the Websites. The Seller shall have the right to ask the Service Provider to update the information on the Product’s quantity in the Seller’s listings. Such updates shall be deemed to be made in the Seller’s name and the Service Provider shall assume no liability toward the Seller or the Customer in respect of such changes.</p>
<p>4.23. A request to update information on the quantity of specific Products sold by the Seller may only be made in writing or in the System if possible. Such request shall specify:</p> <p>4.23.1. The specific Product the quantity of which has to be changed in the System;</p> <p>4.23.2. The specific residual quantity of the Product.</p>
<p>4.24. The Seller is aware that, after changing the quantity of Products in the Service Provider’s system at the Seller’s request, full responsibility for the remaining quantity of the Products rests with the Seller and the Service Provider assumes no responsibility for the legality of actions taken on behalf of the Seller. The Service Provider shall not evaluate the lawfulness and/or justification of such request by the Seller and shall not be obliged to make such evaluation.</p>
<p>5. Pricing</p>
<p>5.1. The Seller shall indicate the price of all the Products sold by the Seller. The price of the Product shall be set by the Seller independently.</p>
<p>5.2. The Service Provider shall enable the Seller to participate in promotional campaigns organised by the Service Provider on the Websites in accordance with the rules of such campaigns and agreements between the Service Provider and the Seller.</p>

5.3.	The Seller shall sell the Products to the Customers at the price specified in the Product offer. Any extra charges shall not be allowed. Full responsibility for the prices and their substantiation/lawfulness shall rest with the Seller.
5.4.	The price of the Products ordered by the Customer shall not be changed regardless of whether the payment has been received, therefore the Order should be fulfilled under terms (including price of the Goods specified therein) specified when Order was placed.
5.5.	In addition to the rights in Clause 5.6, if the Service Provider randomly finds the price of the Products to be suspicious/possibly incorrect (e. g. it is 100 times lower or higher than usual price for such Product), the Service Provider, in order to make sure that it is not a mistake in the listing, shall have the right to deactivate the Product (the Product's listing) on the Website and notify the suspected mistake to the Seller. On receipt of such notice the Seller shall decide on re-activation of the Product and correction of possible mistakes. If the Seller does not reactivate the Product himself it shall be deemed that the Seller has confirmed the mistake. In all cases, the Seller shall assume full liability for the correct listing, pricing and sale of the Products at the price stated in the listing.
5.6	The Service Provider wishes the Website to be attractive to consumers which requires, among others, that the prices offered on the Website would be competitive. For this purpose, the Service Provider has the right to set a maximum price for any Product that is sold on the Website. The Service Provider is also entitled to change previously set maximum prices at its own discretion and without advance notice to the Sellers.
5.6.1	If the Service Provider sets a maximum price for a specific Product, the maximum price is applied without discrimination to all Sellers of the Product on the Website. The maximum price is applicable only on the Website and does not limit the pricing freedom of the Sellers outside the Website. If the Seller believes that the maximum price for a specific Product is unreasonably low and prevents the Seller from listing the Product on the Website without incurring losses, the Seller may inform the Service Provider and the Service Provider shall consider at its own discretion if it will increase the maximum price.
5.6.2	The Service Provider has the right to not activate the listing of a Product on the Website if the price set by the Seller exceeds the maximum price for the relevant Product. The Service Provider shall notify the Seller either through the System or other means of communication if a listing is not activated due to the price exceeding the maximum price.
5.6.3	Once the listing of a Product is activated, the System will periodically compare the prices of the Product on the Website to the maximum price for the relevant Product. If the price set by the Seller exceeds the maximum price, the Service Provider has the right to deactivate the listing of the Product without advance notice to the Seller. The Service Provider shall notify the Seller either through the System or other means of communication if a listing is deactivated due to the price exceeding the maximum price.
5.6.4	If the Service Provider sets or changes a maximum price for a specific Product, the maximum price or information needed to calculate it will be visible to the Seller either through the System or other means of communication. If no data about the maximum price or its calculation is made available to the Seller, the Service Provider shall not have the right to refuse to activate the listing for the specific Product or deactivate it under clause 5.6.2 or 5.6.3.
5.7.	The Seller shall ensure that the price of a Product on the Website is not higher than the price offered by the Seller on its direct online sales channels (e. g. the Seller's own website). This does not anyhow restrict the right of the Seller to apply any prices for the relevant Product in any offline sales channels (e. g. any brick and mortar shops) and on indirect online sales channels (e. g. other online marketplaces than the Website).
5.7.1	The Service Provider has the right to not activate the listing of a Product on the Website if the price set by the Seller exceeds the price for the relevant Product on the Seller's direct online sales channels. The Service Provider shall notify the Seller either through the System or other means of communication if a listing is not activated due to the price exceeding the price on the Seller's direct online sales channels.
5.7.2	Once the listing of a Product is activated, the Service Provider may periodically compare the prices of the Product on the Website to the price of the Seller's direct online sales channels. If the price set by the Seller on the Website exceeds the price on the Seller's direct online sales channels, the Service Provider has the

	right to deactivate the listing of the Product without advance notice to the Seller. The Service Provider shall notify the Seller either through the System or other means of communication if a listing is deactivated due to the price exceeding the price on the Seller's direct online sales channels.
6.	Product Warranty
6.1.	The Seller shall provide information to the Service Provider, by the methods specified by the Service Provider, on the warranty period and after-sales service for each Product sold on the Websites no later than by uploading of the Product to the Service Provider's system.
6.2.	The Seller shall provide after-sales service to the Customers in accordance with the after-sales service terms submitted to the Service Provider. The Seller shall assume full liability for the proper provision of the after-sales service.
6.3.	During the after-sales service period, the Seller shall collect the Products directly from the Customer or from the Service Provider if the Customer has applied to the Service Provider for warranty service.
6.4.	The Seller is aware that the Service Provider does not and shall not provide any after-sales service to the Customers who have purchased the Products from the Seller except for temporary warehousing services prior to the transfer of the Products to the Seller when the Customer brings the Product to the physical location of the Service Provider's customer service. Should the Seller fail to accept the Goods transferred by the Service Provider under this Clause, the Service Provider shall have the right to claim payment of the Products' warehousing charge calculated at the warehousing prices published in the System.
7.	Fulfilment of Orders
7.1.	Customer will place the Orders through the Websites. All information related to the Order shall be transferred to the Seller electronically in the System or by another method specified by the Service Provider.
7.2.	The Customer shall pay for the Goods to the Service Provider according to the Service Provider's instructions. The Service Provider shall settle up with the Seller on the terms of this Agreement (set out in the Special Conditions, in an annex etc. or another agreement concluded by the Parties).
7.3.	The Order shall be confirmed by the Seller within 4 (four) working hours from the moment the Order has been placed. In the case if the Seller fails to confirm/refuse the Order, it shall be deemed that the Seller has granted the right to the Service Provider to either approve or cancel the Order at his own discretion. The Seller represents and warrants that in such a case the Seller shall fulfil the Order if it has been approved by the Service Provider, and shall have no right to claim any damages, compensation or other payments from the Service Provider, and shall not hold the Service Provider liable for the approval or cancellation of the Orders on behalf of the Seller, and it shall be deemed hat all such actions were taken by the Seller.
7.4.	The Goods specified in the Order shall be prepared, packed and transferred for delivery within the time limits and instructions set out on the Special Conditions of or an annex to this Agreement or another document issued by the Service Provider or an agreement concluded by the Parties.
7.5.	Subject to Product delivery method (see Clause 8.2.) chosen by the Seller, packaging shall be marked with a shipment label which will be provided to the Seller at the Seller's request. The Order shall be prepared for delivery within the time limit set in the Special Conditions of this Agreement or another document issued by the Service Provider.
7.6.	Packaging for the Products shall not contain any marketing materials of the Seller that are not included as standard marketing materials on the Products sold by the Seller, and emails sent by the Seller to the Customers in connection with an Order (if allowed by the Service Provider) shall not contain any marketing information or links to any Seller's or third party's website, except for links to shipping websites that permit the Customers to track shipment of their Order. This limitation shall not apply to standard packaging, used by

	the Seller to deliver the Products to the Customers, when Seller's logos, domain name and Seller's address are specified on it.
7.7.	If the Seller cannot fulfil the entire Order, the Seller shall cancel relevant part of the Order line, fulfil the remaining part of the Order and promptly notify the Service Provider of such cancellation. In this case, the rule provided in Clause 7.8 of this Agreement applies.
7.8.	In the case if the quantity of the Products specified by the Seller does not correspond to the actual quantity and therefore the Seller is unable to fulfil the Order, the Service Provider shall have the right to unilaterally replace the Product with an analogous product sold by another seller, however not exceeding 10 (ten) percent of price difference. In such a case, the Seller shall cover the price difference.
7.9.	The Seller shall keep accounting for and issue invoices for the sold Products according to applicable legal provisions. An invoice for the Products shall be issued immediately after the Customer pays for the Products. The Seller may opt to: a) upload the invoice to the Service Provider's system. In this case, the invoice becomes visible to the Customer in the Customer's account; or b) print the invoice and send it with the Order; or c) ask the Service Provider to prepare the invoice on behalf of the Seller and send it to the Client. The Seller shall assume full liability for the proper issuance of the invoice to the Customer and appropriate accounting for sales.
7.10.	The Seller is aware that any marketing content is prohibited in an invoice if it encourages the Customer to buy goods and services from the Seller while by-passing the Service Provider (i. e. offering discounts, promotion, better conditions than on the Website etc.).
7.11.	The Seller shall furnish the Service Provider, at the Service Provider's request, with information about invoices issued to the Customers and other related information, which the Service Provider shall use solely for the purposes of satisfying himself that the Seller is duly performing his obligations under the Agreement and/or for internal audits of the Seller's activities on the Websites and the Service Provider's own activities.
8.	Delivery
8.1.	The Seller shall be responsible for the delivery of all Products purchased by Customers within the time limit specified in the Product's listing or within the time limit for the Product's preparation and delivery specified on the Websites.
8.2.	The Products shall be delivered by one of methods specified below:
8.2.1.	Using the Service Provider's delivery services;
8.2.2.	delivery using the Service Provider's logistic infrastructure (see Annex);
8.2.3.	delivery using the Seller's transport or a hired courier service provider (see Annex);
8.2.4.	other methods agreed between the Parties.
	The specific delivery method from the list above shall be specified by the Seller (in writing or by email), however, it shall always be subject to prior consent of the Service Provider. The Seller shall be allowed to change the delivery method by giving a 30 (thirty) calendar days' notice to the Service Provider, however, only up to 2 (two) such changes shall be permitted in a calendar year. The Seller may not deliver the Order by any method other than the method agreed by the Service Provider in advance.
8.3.	The Seller shall pay all delivery costs, charges and other payments related to the delivery of the Products of the Seller including but not limited to compensation payable for damaged or lost Products, late delivery or delivery to a wrong address, excluding where Product delivery method chosen by the Seller (see Clause 8.2.) specifies otherwise.

8.4.	An invoice for the delivery of the Orders (using the methods specified in Clauses 8.2.1. or 8.2.2. above) shall be issued to the Seller once in a month. The binding price list shall be sent to the Seller in advance by email and is subject to amendments at sole discretion of the Service Provider. The Seller shall pay the invoices for the delivery of the Orders within the time limit specified in the invoice. Should the Seller delay in paying for the provided delivery services or making other payments, the Service Provider shall have the right to suspend the provision of the services or to restrict the use of the Websites by giving the Seller a notice of such suspension/restriction and specifying the reasons therefor. In such cases the Seller shall assume liability to the Service Provider and the Customers for all damages and losses.
8.5.	In the case of the delivery method specified in Clause 8.2.2. the Products can be delivered to the Customer by transferring the ordered Products to the Service Provider's warehouse/physical stores according to the procedure specified in Annex. The Seller shall use the Service Provider's delivery service or its own transport option to deliver the Products to the Service Provider's physical stores.
8.6.	Warehousing services may be subject to an additional charge according to the Service Provider's price lists published in the System or provided to the Seller otherwise.
9.	Cancellations, Returns, Refunds and Recalls
9.1.	The Seller shall be responsible for the processing and managing of all Customer cancellations, returns, refunds and/or the Products' price adjustments and shall assume full liability therefor.
9.2.	The Seller shall stop and/or cancel any Order if requested by the Service Provider due to the System's errors, customer requests etc. If the Seller has transferred the Products for delivery, the Seller shall promptly notify the Service Provider and make commercially reasonable efforts to stop and/or cancel delivery.
9.3.	The Service Provider may at his sole discretion cancel any Order that has been generated due to the System's error as well at the Customer's request regardless of its delivery status. The Service Provider shall inform the Seller about cancelation of the Order through the Seller's Account, specifying the reasons therefor.
9.4.	The Seller shall assume full liability for all refunds to the Customers, for any non-fulfilment of the Order, non-delivery or improper delivery of the Order, theft, or other mistakes, excluding where Product delivery method chosen by the Seller (see Clause 8.2.) specifies otherwise.
9.5.	The refund shall be made by the Service provider on behalf of the Seller. The Seller is obliged to notify the Service provider of the need to make a refund to the Customer within two calendar days after Seller becomes aware of the grounds for refund. Seller is obligated to instruct the Service provider regarding refund within two calendar days after receiving information from the Service provider regarding the need to make a refund to the Customer. The Service Provider is not responsible for the refund in due time, if the Service Provider has not received the Seller's approval for refund or has received it delayed or not within terms indicated herein. The Service provider shall make the refund within reasonable term after receiving the approval from Seller to make such refund and thereafter shall deduct such amount from the amounts payable to Seller, if there are such, or shall invoice the Seller for the refund amount.
9.6.	In case the Seller has made a refund to the Customer without notifying the Service Provider, the Commission applied to the transaction shall not be refunded to the Seller.
9.7.	The Service Provider shall not assume any liability for any returns of the Products sold by the Seller irrespective of the reason for return. The Seller shall assume full liability for any non-conformity or defects of the Seller's Products including but not limited to non-compliance with product safety requirements. The Seller shall promptly remove any Products that do not meet safety and other requirements from the Websites by removing the Product from listings. The Seller shall inform the Service Provider by email provided in the Special Conditions of the Agreement about all the Products that do not meet safety requirements within 8 (eight) working hours of becoming aware of such non-compliance and shall promptly provide the Service Provider with any information requested by the Service Provider.

10.	Customer Service
10.1.	In order to ensure security of the Customers and reliability of the Websites, all communication with the Customers related to the Products offered and sold by the Seller on the Websites shall take place through the Service Provider. Direct communication between the Seller and the Customers shall be prohibited except for the purposes of provision of after-sale services to the Customer or if the Service Provider has given his consent on a case-by-case basis. The Seller agrees and undertakes not to communicate with the Customers without informing the Service Provider and by the means other than those specified by the Service Provider. The Seller shall also be prohibited from adding any promotional flyers, brochures etc. in the packaging and engaging in any other advertising communication in respect of the Customer.
10.2.	The Seller shall reply to the Service Provider's request not later than within 4 (four) working hours after receiving the request. If the Seller does not reply within this time limit, the Service Provider has the right to suspend the Seller's right to offer and sell the Products and to use other services of the Service Provider by notifying the Seller of such suspension/restriction and specifying the reasons therefor.
10.3.	In the event of the Customer's claims received by the Service Provider, the Service Provider shall have the right to express his opinion on the way of resolution of the dispute under applicable legal acts and instruct the Seller to take specific actions, and such opinion and instructions shall be binding on the Seller.
10.4.	Should the Seller fail to comply with the Service Provider's instructions, the Service Provider shall have the right to take the necessary actions himself to resolve the Customer's claim, and all costs arising therefrom shall be borne by the Seller.
10.5.	In case of the Seller's direct contact with the Customer (e. g. in case of after-sale warranty service), the Seller shall, in communication with the Customer and provision of such service, always introduce himself as an entity separate from the Service Provider. The Seller shall be prohibited from acting in the name of the Service Provider and performing any actions on the Service Provider's behalf. In direct communication with the Customer, the Seller shall act as an independent economic operator who is independently responsible for his actions related to the sale of the Products on the Websites, and the Service Provider shall not be liable, to any extent and on any grounds, for the Seller's actions or omissions on the Websites and actions/omissions related to the Products' listing and sale.
10.6.	The Seller shall specify, on each Website referred to in the Special Conditions and used for the sale of the Seller's Products, the after-sales service providers operating in relevant territory. If no such providers are specified by the Seller, the Service Provider shall have the right to collect the Customers' claims and forward such claims and the Products received from the Customers directly to the Seller at the Seller's cost. The charges applying to the above service are stated in Special Conditions of the Agreement, and if no charges are specified – the rates specified in the Service Provider's price lists published in the System or provided to the Seller otherwise shall apply.
11.	Payments / Service Fees
11.1.	The rates of payments by the Seller for the services provided under the Agreement are specified in the Special Conditions of this Agreement. The Seller shall pay all his expenses incurred in connection with this Agreement. The fees paid to the Service Provider by the Seller shall be non-refundable, unless otherwise stipulated in this Agreement.
11.2.	The Seller shall pay to the Service Provider the Commission for the services rendered by the Service Provider under the Agreement. The fees shall be calculated and paid to the Service Provider for each sale transaction taking place on the Websites. The rate of the Commission is set in the Special Conditions of the Agreement.
11.3.	The Seller understands that the Commission shall be non-refundable and shall be paid for each sale. In the case of returns of the Products, part of the Commission set in the Special Conditions of the Agreement may be refunded to the Seller unless otherwise stipulated in this Agreement

11.4.	The fees payable by the Seller may be changed by the Service Provider at his own discretion at any time. The new fee rates shall apply on expiry of 15 (fifteen) calendar days after relevant notification sent to the Seller by email or by other communication means chosen by the Service Provider. Should the Seller disagree with the rate of the fees payable, the Seller may terminate this Agreement by giving the Service Provider a notice of termination with 15 calendar days after receipt of the Service Provider's notification.
11.5.	The Seller shall transfer a deposit to a bank account specified by the Service Provider. The amount of deposit is stated in the Special Conditions of this Agreement.
11.6.	The deposit shall be retained during the term of the Agreement. The Service Provider shall have the right to use the deposit, at his own discretion, for refunds to the Customers, payment of the Seller's debts and any other payments payable by the Seller to the Customer or the Service Provider.
11.7.	The Seller shall ensure that the amount of deposit is not smaller than the amount stated in the Special Conditions of this Agreement.
11.8.	In the case if part of the deposit is used for the purpose specified in Clause 11.6., the Seller shall, no later than within 2 (two) business days, transfer an amount of money to restore the deposit in full. Should the Seller fail to restore the deposit amount in full within the set time limit, the Service Provider shall have the right to suspend/restrict the Seller's use of the Websites.
11.9.	All payments to the Seller and by the Seller shall be made by a bank transfer or by another method specified by the Service Provider.
11.10.	All payments to the Service Provider shall be made against invoices issued to the Seller, no later than within the time limit specified in the invoice, except for payments that may be debited automatically.
11.11.	The procedures for settlements between the Customers and the Seller are set out in the Special Conditions of this Agreement, annexes to the Agreement and/or a separate agreement.
11.12.	Save for cases when it is controlled by the Service Provider and only subject to intentional fault or gross negligence of the Service Provider, the Service Provider shall not assume a risk and shall not be liable for any risks and damages related to (a) credit card fraud (i. e. a fraudulent purchase arising from theft or unauthorized use of a credit card by a third party) in connection with transactions between the Seller and the Customer, and (b) late payments or non-payment by the Customers against invoices issued by the Seller.
12.	Taxation
12.1.	The parties agree that the Seller shall be responsible for the collection, payment and declaration of any and all taxes related to the Seller's activities including activities on the Websites. All taxes and other amounts payable by the Seller under this Agreement and any accompanying document to the Agreement shall be made net without any deduction of tax and the Seller shall be solely responsible for the payment of such taxes payable by the Seller. For the avoidance of doubt, the parties agree that any and all fees payable by the Seller to the Service Provider under this Agreement shall be calculated on amounts inclusive of VAT, unless the Special Conditions state otherwise.
13.	Access to Data
13.1.	The Seller shall be granted access, through the Account, to the Customers' personal data and other data that the Customers provide when placing the Orders for the Products.
13.2.	The Seller shall ensure confidentiality and protection of any information received from the Customers. The Seller shall have no right to share his Account log-in information and the data on the Customers and other natural persons contained in the Account with anyone other than authorised employees of the Seller. All employees or other individuals who have access to the Seller's Account must also ensure security of the login details and the Customers' information. If the Seller stores the Customers' information outside of the Account,

	<p>the Seller shall store such information securely so that unauthorised third parties cannot access the information and use the information in any form and by any method and cannot identify the Customer on the basis of such information. In addition, the Seller shall have no right to share the Customers' information in any form including through social media platforms. If the Seller is collecting the Customers' information for direct marketing purposes, the Seller shall obtain a clear prior consent of the Customer in writing.</p>
13.3.	<p>The Seller shall have access to personal data in the process of performance of the Agreement, therefore, the Seller shall provide documents related to the personal data processing as requested by the Service Provider, and shall process the personal data of the Customers by the same means and methods as defined in the Service Provider's Privacy Policy, or means/methods that are not worse than the latter. In the event of a discrepancy between any of the provisions stated in such documents on personal data processing provided by the Seller and any of the provisions in the Service Provider's Privacy Policy, the Service Provider's Privacy Policy shall prevail.</p>
13.4.	<p>The Seller shall not disclose the Customers' personal data or other details provided during placement of the Orders to any third parties in any circumstances, except in cases where the data are transferred to the Seller's service providers that implement the Seller's agreements with the Customers, within the scope of such agreements (e. g. third parties providing goods delivery services). In such cases the Seller shall disclose to the third parties only such personal data on the Customers, and only to the extent required for the provision of the relevant service to the Customer.</p>
13.5.	<p>Descriptions of legal and technical conditions on which the Sellers transfer/receive the Customers' personal data and other data that the Customers provide when placing the Orders or which are generated for the purposes of performance of the Agreement shall be provided in the annexes to the Agreement, which shall be executed and with which the Seller shall be made conversant according to a procedure set out in Clause 16 of the Agreement.</p>
13.6.	<p>The Seller shall process the personal data received under or in relation to performance of the Agreement in such a way that the processing fully complies with applicable legal acts. The Seller shall fulfil all the Service Provider's submitted instructions given in relation to the implementation and securing of technical and organizational facilities for personal data processing. The Parties explicitly agree that the Service Provider shall not be obliged to give instructions for personal data processing, in particular when the Seller acts in the capacity of a data controller. In such a case the Seller acting in the capacity of a data controller shall be fully responsible for the personal data processed by the Seller and for the lawfulness and compliance of such processing with legal acts.</p>
14.	<p>Audit of the Seller's Activities and Checking the Seller's Compliance</p>
14.1.	<p>In order to ensure transparency of the Websites, honest conduct of the Seller with respect to the Customers buying the Seller's Products on the Websites and good reputation of the Websites, having reasonable doubts with regards to information and/or data provided by the Seller, due performance of his obligations etc., the Service Provider shall have the right to audit the Seller's activities in relation to the Websites, and the Seller shall be obliged to present to independent auditors/inspectors/experts selected by the Service Provider any information and documents requested by the latter. The Service Provider shall give the Seller a 10 calendar days' notice of the audit, specifying the selected auditors/inspectors/experts. The Seller may not refuse to provide the requested information to the auditors/inspectors/experts, and in the event of a refusal the Seller shall pay a fine of EUR 100 for each calendar day of delay in providing the information. Payment of the fine shall not release the Seller from the duty to perform the obligation under this Clause. Should the Seller refuse to cooperate and to permit to carry out the audit/inspection referred to above, the Service Provider shall have the right to a unilateral termination of the Agreement by giving the Seller a notice with an immediate effect. In the event of such termination it shall be deemed that the Agreement was terminated due to the Seller's fault.</p>
14.2.	<p>The Seller shall not get involved in any activities and shall not take any actions that could be deemed to be unlawful actions related to corruption, money laundering, terrorist financing or bribery. The Seller agrees to provide information and documents that would enable the Service Provider to satisfy himself that the Seller</p>

	is not taking and will not take any actions that could give rise to any liability (legal, moral etc.) of the Service Provider due to the Seller's potential involvement of the prohibited activities referred to above.
14.3.	Each Party shall act in accordance with applicable legal acts, codes of conduct, established and adopted rules of professional ethics, and standards of market conduct.
14.4.	For the avoidance of doubt, the parties explicitly agree that the Service Provider has the right but not the obligation to carry out audits/inspections of the Seller's operations. Such audits/inspections shall be carried out solely at the Service Provider's discretion and their results shall be used exclusively for the purposes of performance of this Agreement. Neither carrying out nor failure to carry out an audit/inspection shall impose on the Service Provider any liability for the Seller's actions/omissions under this Agreement or for any other actions.
15.	Ratings of the Sellers and the Products
15.1.	In the case if ratings of the Sellers and/or the Products/Services are applied on the Websites, the principles of the setting such ratings and their mechanisms and descriptions shall be provided in annexes to the Agreement which shall be executed according to a procedure stipulated in Clause 16 thereof.
15.2.	The Service Provider shall have the right to apply ratings on the Websites at his own discretion.
15.3.	In the case if different conditions would or could be applied to the Service Provider's products and services offered on the Websites, the economic, legal and commercial reasons therefor shall be described in annexes to the Agreement which shall be executed and with which the Seller shall be made conversant according to a procedure stipulated in Clause 16 thereof.
16.	Amendments to the Agreement
16.1.	Any amendments to the Agreement shall enter into effect within 15 (fifteen) calendar days after the Service Provider gives the Seller a notice of such amendment by means chosen by the Service Provider (by email, message in the System or other means). The Service Provider may set a longer time limit than the time limit specified above when this is necessary for the due implementation of amendments to the Agreement of technical, commercial and other nature.
16.2.	The notice period referred to in Clause 16.1 of the Agreement shall not apply where (i) the Service Provider is subject to a legal obligation to amend the Agreement in such a way that compliance with the notice period referred to in Clause 16.1 is impossible; (ii) the aim is to avoid an unforeseen and unavoidable threat and to protect the Services, the Seller and the Customers against fraud, malware, spam, data security breaches or other cyber security risks.
16.3.	The Seller shall have the right to terminate the Agreement prior to the end of the notice period for amendments. The termination shall take effect on expiry of the notice period for amendments.
16.4.	If sale of the Products on the Websites continues, it shall be deemed that the Seller has agreed to the amendments to the terms and conditions of the Agreement. The Seller shall be responsible for reviewing the amendments and for taking a decision on further use of the Websites on the amended terms and conditions.
17.	Suspension of the Services
17.1.	The Service Provider shall not monitor nor exercise control over whether the Seller's conduct is in line with fair commercial practices and the Seller complies with applicable legal acts and follows recommendations. However, if the Service Provider notices and/or receives a consumer's complaint that the Seller acts in bad faith and/or is committing serious violations, the Service Provider shall have the right to remove or de-activate the Products the listings of which are potentially related to such violations. The Service Provider shall notify this to the Seller by means chosen by the Service Provider (by email, message in the System or other means), with an appropriate substantiation.

17.2.	Prior to restricting or suspending the services rendered to the Seller, the Service Provider shall give the Seller a notice including argumentation for such restriction or suspension.
18.	Termination of the Services and the Agreement
18.1.	The Seller and the Service Provider shall have the rights to terminate the Agreement by giving the other party a written notice to the email address provided in the Special Conditions of the Agreement: 1) a one month's notice if the Agreement is terminated within its first year; 2) a two months' notice if the Agreement is terminated in its second year; 3) a three months' notice if the Agreement is terminated in its third year; 4) a four months' notice if the Agreement is terminated in its fourth year or subsequent years. The Agreement shall be deemed to be terminated on the last day of relevant month.
18.2.	The Seller and the Service Provider shall have the right to unilateral termination of the Agreement at any time without observing the notice period requirement under Clause 18.1 above for a valid reason beyond control of the parties due to which performance of the Agreement cannot be continued. In any case, force majeure shall be deemed to be a valid reason, including fire, trade disputes, embargo, acts of war, civil commotion or similar events, provided that the affected party could not have foreseen such event at the time when the obligation was assumed.
18.3.	Should the Service Provider decide to terminate provision of the Services, the Service Provider shall give the Seller a 30 (thirty) calendar days' written notice of termination specifying the reason therefor.
18.4.	The notice period for the termination under Clause 18.1 above shall not apply if (i) the Service Provider is subject to a legal obligation to terminate the Agreement with the Seller as a result of which timely compliance with the provision of Clause 18.1 is impossible; or (ii) the Seller has violated imperative legal provisions; or (iii) the Seller is repeatedly in breach of the Agreement. In all these cases the Agreement shall be terminated on expiry of 3 (three) calendar days after the moment of sending of the termination notice.
18.5.	The Service Provider shall reserve the right to monitor the Seller's Account in order to determine whether the Seller is not in breach/violation of the Agreement, the Service Provider's policies or the laws.
18.6.	The Service Provider shall, with the aim to protect the Customers' rights and interests, ensure the Websites' reputation and protection, comply with the law and rectify potential violations, have the right (but not the obligation) to remove or correct any content uploaded by the Seller into the Websites. Such actions by the Service Provider shall be deemed to be preventive actions and shall always be taken in the name of the Seller. The Seller shall have the right to disagree with the corrections and deactivate the Products and/or remove the corrected content/the Offers from the Websites. The Service Provider shall not be obliged to take the actions referred to above and shall exercise this right at his own discretion after finding the grounds for taking the said actions by accident. The Service Provider shall not conduct monitoring of cases described above and shall not monitor/control the Seller's actions on the Websites, therefore, the Seller shall assume full liability for any and all actions/omissions of the Seller on the Websites and consequences thereof. The Service Provider shall have the right to report any unlawful actions or actions taken in bad faith by the Seller to law enforcement authorities or other third parties.
18.7.	On termination of the Agreement the Seller shall:
18.7.1.	Pay to the Service Provider any amounts that are due as of the termination day;
18.7.2.	Fulfil all the Orders that have been approved but not fulfilled prior to the termination and pay all charges payable on such Orders to the Service Provider;
18.7.3.	Fulfil all requests of the Customers made prior to and after termination of the Agreement including returns of the Products, renunciations of agreements with the Seller and related refunds to the Customers. For the purposes of this obligation <u>the Service Provider shall retain the amounts payable to the Seller (including the amount of the deposit)</u> for 60 (sixty) calendar days after the termination of the Agreement and shall use it for the fulfilment of all outstanding requests of the Customers as well as settlement of own claims not fulfilled by the Seller. The balance of the deposit shall be repaid to the Seller on expiry of 60 calendar days after the

	<p>termination. Any transactions that are outstanding as of the day of termination of the Agreement shall be cancelled.</p>
19.	Warranty
19.1.	<p>The Websites shall be provided 'as is' and no warranty of operation or use shall be provided to the Websites, the services provided in them and on their basis, related software and the System. The Service Provider shall provide no warranties of any kind, either direct or indirect, expressed or implied, in relation to the use of the Websites, the System and the Account, the results of use thereof, and any possible expectations of the Seller with respect to their use and operation. The Service Provider shall strive to provide the service of the Website 24 hours a day 365 days a year but gives no guarantee of such operation. The Service Provider shall not be liable for any loss incurred due to non-operation of the Websites, the System or the Seller's Account or due to a failure or non-operation of the Service Provider's own software or other software used by the Service Provider.</p>
20.	Jurisdiction
20.1.	<p>Any disputes related to this Agreement, its validity and performance shall be considered in the country where respective Service Provider performs its activity under Agreement and the Seller agrees to exclusive jurisdiction of courts of that country. This Agreement shall be governed by the law of the country in which the respective Service Provider whose services are used by the Seller performs its activity under Agreement.</p>
21.	Limitation of Liability
21.1.	<p>The Service Provider shall not be liable (whether under the Agreement or the law or in tort (including negligence, product liability etc.)) to the Seller or any other person for the cost of covering, recovering or payback of any investment made by the Seller or persons related to the Seller in connection with this Agreement, or for any loss of profit, revenue, business or data, or damages arising from or related to this Agreement, even if the Service Provider has been advised of the possibility of such costs or damages. The Service Provider shall not indemnify the Seller for any indirect costs in any circumstances.</p>
21.2.	<p>The overall liability of the Service Provider arising from or related to this Agreement, irrespective on the grounds on which it arises and on the grounds on which it is claimed, shall be limited and shall not exceed the total amount paid by the Seller to Service Provider during the past six months.</p>
21.3.	<p>The Service Provider and/or persons related thereto shall not be parties to any transactions between the Seller and the Customers or the manufacturers or distributors of the Products. The Service Provider and/or persons related thereto (their employees, shareholders, directors and agents) shall be released from liability for any claims, costs, damages (including indirect and direct damages), judgments, fines, penalties, and fees (including solicitor's fees and any investigation or defence costs) resulting from any claims involving the Seller and any third party or state or local authorities or agencies.</p>
21.4.	<p>The Seller agrees and does not object to the transfer of any rights and obligations arising from this Agreement to any person at the Service Provider's discretion, without obtaining the Seller's prior consent. Should the Seller disagree to continue a contractual relationship with the assignee of the Service Provider's rights and obligations, the Seller may terminate the Agreement within 15 calendar days after provision of the public (or personal) notice of the assignment.</p>
22.	Entire Agreement
22.1.	<p>Invalidity, unlawfulness and unenforceability of any provision of this Agreement shall not affect the validity of remaining provisions of the Agreement.</p>
23.	Internal Complaint Resolution
23.1.	<p>The internal complaint resolution system shall be intended for the Sellers with the aim to ensuring that consideration of the complaints is completed within a reasonable period. Complaints shall be considered</p>

	according to the principles of transparency and proportionality, having regard to the complexity and importance of the specific situation.
23.2.	The Seller shall have the right to use the internal complaint resolution system in cases where (i) the Seller suspects that the Service Provider has failed to comply with the Regulation as a result of which damage was caused to the Seller; (ii) technological solutions employed in the provision of the services have a negative impact on the Seller; (iii) measures taken by the Service Provider or the Service Provider's conduct related to the provision of the services has a negative impact on the Seller.
23.3.	Duly signed complaints referred to in Clause 21.2 above shall be submitted via email skundunagrinejimas@pigu.lt .
23.4.	In cases where a dispute cannot be resolved by means of the internal complaint resolution system, amicably on an out-of-court basis, the dispute between the Seller and the Service Provider shall be considered by mediators who shall meet all the requirements laid down in Article 12(2) of the Regulation:
23.4.1.	Mediator 1 – Ryšard Bogdanovič, email: rysard@rblegal.lt ;
23.4.2.	Mediator 2 – Solicitor Kristina Čeredničenkaitė, email: kristina@lmk.lt .
23.5.	Both the Seller and the Service Provider shall take part in the mediation procedure in good faith. At the Seller's request, the Service Provider shall furnish the Seller, prior to or during the mediation, with information about the operation and efficiency of the mediation process related to the Seller's activities.
23.6.	The Service Provider's share of the costs of the mediation procedure shall be determined on the mediator's proposal having regard to all relevant circumstances: substance of the claims of the parties to the dispute, the parties' conduct as well as their size and financial capacity with respect to each other.
24.	Language
24.1.	This Seller Agreement is concluded in Lithuanian, Latvian, Estonian, Finnish, Polish and English languages. In case of discrepancies between provisions in different languages, provisions in English language shall prevail.
25.	Entry into Effect
25.1.	This Agreement consists of the General Conditions and the Special Conditions, annexes, rules, recommendations issued by the Service Provider and published in the System and on the Websites as well as other documents, which are named by the Service Provider as a part of the Agreement and with which the Seller is acquainted in accordance with the procedure established in the Agreement. The Agreement shall enter into effect on the moment of its signature by the Parties in writing or by electronic means.
25.2.	In the case of signature of this Agreement in writing, the Service Provider may request, at any time during the term of the Agreement, approval by electronic means as well.
25.3.	Amendments to the Agreement or a new version thereof shall enter into effect after 15 calendar days, or after a longer period specified by the Service Provider, and after submission of the amendments/new version to the Seller by email, in the Account or in a durable medium, unless the Seller gives the Service Provider a written notice of termination. In the case if the Seller disagrees with the amendments to the Agreement, the Seller shall have the right to a unilateral termination of the Agreement within 15 (fifteen) calendar days after receipt of the amendments. If the Seller does not terminate the Agreement according to the procedure set out above, it shall be deemed that he agreed with all the amendments and assumed the obligations arising therefrom.
26.	Communication between the Parties
26.1.	Communication between the Parties shall be carried out using the requisites of the Parties specified in the Special Conditions.

26.2. The Service Provider has the right, if no other method of communication is provided for in the Agreement, to communicate with the Seller by sending notices in the System on all issues related to the performance of the Agreement, operation of the System and other issues between the Parties. All such notifications shall be deemed to be received by the Seller from the moment of their opening in the System, but not later than within 24 hours from their dispatch to the Seller.

**ANNEX to
SELLER AGREEMENT
DELIVERY RULES**

1. Specific shipping options and rules

- 1.1. Delivery of the Order to warehouse of the Service provider (hereinafter – the warehouse).
- 1.1.1. If specifically agreed by the Parties (in writing, by email) and subject to fees specified under Special terms or information provided by Service provider, the Seller is granted an option to organize delivery of the Order using warehouse of the Service provider. Therefore further delivery of the Order to the Customer shall take place using shipping methods used by Service provider.
- 1.1.2. The Seller shall aggregate as common pallet/shipment all Orders prepared within same day by him for delivery and shall deliver it to the Service provider as follows:
- 1.1.2.1. If the Seller is acting within territory of Republic of Lithuania, the delivery of aforesaid pallet/shipment shall take place into Service provider's activity place: a warehouse – Sausupio g. 15A, Vilnius, Lithuania (*or other place of activity, specified by the Service provider and agreed between the Parties in advance*). Service provider shall ensure further delivery and acceptance of the pallet/shipment to the warehouse (within 1 working days) and further delivery of the pallet/shipment to specific Customer.
- 1.1.2.2. If the Seller is acting within territory of Republic of Latvia, the delivery of aforesaid pallet/shipment shall take place into physical store of the Service provider (including its Affiliates) at Krasta 52, LV-1003, Riga, Latvia (*or other place of activity, specified by the Service provider and agreed between the Parties in advance*). Service provider shall ensure further delivery and acceptance of the pallet/shipment to the warehouse (within 2 working days) and further delivery of the pallet/shipment to specific Customer.
- 1.1.2.3. If the Seller is acting within territory of Republic of Estonia, the delivery of aforesaid pallet/shipment shall take place into physical store of the Service provider (including its Affiliates) at Luite tn 19A, 11313, Tallinn, Estonia (*or other place of activity, specified by the Service provider and agreed between the Parties in advance*). Service provider shall ensure further delivery and acceptance of the pallet/shipment to the warehouse (within 2 working days) and further delivery of the pallet/shipment to specific Customer.
- 1.1.2.4. If the Seller is acting within territory of Republic of Finland, the delivery of aforesaid pallet/shipment shall take place into physical store of the Service provider (including its Affiliates) at Tammiston Kauppatie 11, 01510 Vantaa, Finland (*or other place of activity, specified by the Service provider and agreed between the Parties in advance*). Service provider shall ensure further delivery and acceptance of the pallet/shipment to the warehouse (within 2 working days) and further delivery of the pallet/shipment to specific Customer.
- 1.1.3. The Seller must provide Service provider with clear delivery deadlines for each Order delivered under article 1.1.2 above. Such information must be provided to Service provider for each product included in assortment of the Seller on the Website not later than before making this product available for purchase to the Customer.
- 1.1.4. The Seller must pack and mark each Order (using labels/marks provided by the Service provider) as separate package/parcel, to ensure fast and mistake-free delivery of the Order to the Customer.
- 1.1.5. The Seller must ensure that packaging shall procure safe and undamaged delivery of the Product all the way to the Customer using usual courier service delivery option. If the Product requires specific delivery conditions (like thermal conditions, fragile items etc.), the Seller must mark the package respectively and inform the Service provider in advance. The Seller shall bear all risks related with lack of proper packaging, information etc.
- 1.1.6. The Parties have agreed, the Seller is always responsible for due and proper packaging of the Order (to ensure its safe, undamaged delivery to the Customer), unless sole fault of Service provider and/or its transportation service partner is clearly proven by the Seller. If the Goods are damaged, while external packaging is in normal condition, the liability of the Seller is always presumed.

- 1.1.7. The Service provider shall have a right (without any obligation) at any time to impose new, specific, detailed requirements for the proper packaging of the Goods by the Seller. Such requirements shall be binding on the Seller.
- 1.1.8. The Seller warrants and acknowledges, that Service provider has the right (without obligation) to inspect the Orders upon delivery to the warehouse or its physical store (as described in article 1.1.2. above). Such inspection might include external overview of the packages on pallet/shipment, opening of damaged packages etc. In case any defects are discovered, Service provider shall have the right at sole discretion to refuse acceptance of the package, inspect the package inside, and/or accept the package with remarks and/or repack the package at Seller's cost. Specific email notice to the Seller will be provided by the Service provider.
- 1.1.9. The Seller shall bear full risk and liability (including but not limited to - Order replacement, late delivery, other losses) if at any moment before handover of the Order to the Customer any deficiencies of the Order, any damage to the package and or Goods inside etc. are discovered by the Service provider and/or its transport partners and/or the Customer

1.2. Direct delivery of the Order to the Customer

- 1.2.1. If specifically agreed by the Parties, the Seller is granted an option to organize own delivery of the Order to the Customer, using its own transport or third-party delivery service provider.
- 1.2.2. The Seller shall organize and implement professional delivery service to the Customer at Seller's own risk.
- 1.2.3. The Seller must ensure timely and correct provision of information about delivery process (including, but not limited to – tracking information, delivery deadlines, status etc.) of the Order into system specified by the Service provider.
- 1.2.4. The Seller shall have the right to request the Customer to pay delivery fees for the Order, however at any time not higher than fees specified at the Websites (including promotions on delivery fees applied by the Service provider at Website at each specific moment). Delivery fee shall be included in the Seller's invoice for the Order, issued to the Customer. The Seller shall have the right upon consent of the Service provider to provide free shipping option for any of the Orders.
- 1.2.5. All rules and conditions specified in present Agreement (Special terms, General terms and present Annex) shall be binding on the Seller using this delivery method, unless clearly stated otherwise.

- 1.3. Notwithstanding the above, the Seller is responsible for all shipping charges and for any costs or charges related to shipping-related problems, including without limitation, damaged or lost Products, late shipments or mis delivery, unless the Seller proves sole responsibility of the Service provider for specific failure and costs occurred.

ANNEX to
SELLER AGREEMENT
MANAGEMENT OF CUSTOMERS' PAYMENTS RECEIVED FOR THE PRODUCTS PURCHASED ON THE WEBSITE www.hobbyhall.fi
<p>This Annex sets out the procedures for processing and managing Customer payments for the Seller's Products sold on the Website www.hobbyhall.fi and is applicable only in cases when the Seller sells Products on the Website www.hobbyhall.fi.</p>
<p>1. Management of Payments Made by the Customer</p>
<p>1.1. All payments by the customers who have purchased Seller's Products shall be made to the account specified in the Special Conditions of the Agreement, i.e., to the bank account of the payment processing service provider (hereinafter – Payment processor).</p>
<p>1.2. For the purposes of managing Customers payments, the Seller transfers all existing and future claim rights to the amounts to be paid by the Customers to the Seller according to the confirmed Orders for the Products sold by the Seller (hereinafter – Claim rights), and the Service Provider undertakes to pay the Seller an amount calculated from the sums received from customers for the Seller's Goods, minus all amounts owed by the Seller to the Service Provider under the Agreement and its annexes. In the event that the transferred claims rights are not sufficient to cover the Seller's payments under the Agreement, the Service Provider shall make no payments for the transferred Claim rights, and the Seller assumes the obligation to pay the uncovered amount of its fees under the Agreement. Such amount shall be paid by the Seller by transferring the corresponding amount to the Service Provider's account specified in the Special Conditions.</p>
<p>1.3. The Service Provider pays for the transferred Claim rights only after the Customer's right to return the Products for which the Client paid to the Payment processors account has expired.</p>
<p>1.4. Amounts payable by the Customer to the Seller for the Products shall be automatically transferred to the Seller from the Payment processors account indicated in the Special Conditions within the time limit set therein and equals to the amount payable by the Service Provider to the Seller for the Claim rights calculated in accordance to this Annex.</p>
<p>1.5. If the Customer is allowed to pay directly to the Service Provider's account (transit account or another account), such payment for the Goods shall be deemed to be a direct settlement with the Seller.</p>
<p>1.6. Should the Service Provider determine that the Seller's actions may lead to return of the Goods, refunds, claims or disputes or give rise to a violation of any terms or conditions set by the Service Provider or a risk to the Website or third parties, the Service Provider may retain any payments to the Seller until the Service Provider satisfies himself that there is no threat to the Website and third parties.</p>
<p>1.7. The Seller shall pay to the Service Provider for the services referred to in this Annex a fee set in the Special Conditions which shall be included in the Commission payable by the Seller.</p>
<p>1.8. All outstanding fees payable by the Seller under the Agreement and under any other agreements or arrangements between the Seller and the Service Provider, regardless of their subject matter, shall be deemed to be paid from the moment the Customer pays for the Seller's sold Products to the Payment Service Provider's account specified in the Special conditions to the extent that the payments received from the Customers cover the Seller's payable fees under the Agreement.</p>
<p>2. Validity of the Annex</p>
<p>2.1. This Annex shall enter into effect from the moment the Seller starts selling Products on the website www.hobbyhall.fi.</p>
<p>2.2. Capitalised terms in this Annex shall have the meanings assigned to them in the Agreement.</p>
<p>2.3. Amendments to the Annex shall be made according to a procedure stipulated in the Agreement.</p>
<p>2.4. In the event of a discrepancy between provisions of the Annex and the Agreement, provisions of the Annex shall prevail.</p>

ANNEX to
SELLER AGREEMENT
MANAGEMENT OF CUSTOMERS' PAYMENTS
<p>This Annex sets out the terms of payments by Customers for the Sellers' Products and the payments' management procedures, and shall apply to those Websites in respect of which the Seller and the Service Provider have not concluded other agreements stipulating other terms and procedures of payments by the Customers and accounting for and/or management of such payments.</p>
<p>1. Management of Payments Made by the Customer</p>
<p>1.1. The Customers who have bought the Goods from the Seller shall make all payments to the account indicated in the Special Conditions of the Agreement (the 'Special Conditions'), i. e. into the Seller's payment account or the Service Provider's transit account depending on the provisions of the Special Conditions of the Agreement and on the Service Provider's technical possibilities.</p>
<p>1.2. If the Customer settles up with the Seller for the Goods by making a payment to the transit account of the Service Provider, the Service Provider shall collect such payments and transfer them to the Seller's payment account according to a procedure set out in this Annex, depending on technical possibilities. Considering that the Service Provider's transit account is not a current account, it is deemed that each payment for the Goods made to the Service Provider's transit account is a payment made directly to the Seller, and the Service Provider merely provides the payment management service.</p>
<p>1.3. All payments made by the Customer to the Seller shall be kept in the account indicated in the Special Conditions of the Agreement for a period equal to the period during which the Customer has the right to return the Goods. The special terms of retention of the Customer's payments are set out in the Special Conditions.</p>
<p>1.4. All amounts payable by the Customer to the Seller for the Goods shall be automatically transferred to the Seller from the account indicated in the Special Conditions within the time limit set therein having regard to deductions made according to a procedure set forth in this Annex.</p>
<p>1.5. If the Customer is allowed to pay directly to the Service Provider's account (transit account or another account), such payment for the Goods shall be deemed to be a direct settlement with the Seller.</p>
<p>1.6. Should the Service Provider determine that the Seller's actions may lead to return of the Goods, refunds, claims or disputes or give rise to a violation of any terms or conditions set by the Service Provider or a risk to the Websites or third parties, the Service Provider may retain any payments to the Seller until the Service Provider satisfies himself that there is no threat to the Websites and third parties.</p>
<p>1.7. The Seller shall pay to the Service Provider for the services referred to in this Annex a fee set in the Special Conditions which shall be included in the Commission payable by the Seller.</p>
<p>1.8. Any amounts payable by the Seller to the Service Provider under the Agreement and any other agreements/contracts concluded by and between the Seller and the Service Provider irrespective of the subject matter thereof shall be automatically deducted from the Customers' payments to the Seller. It shall be deemed, from the moment of the deduction, that the Seller has settled accounts with the Service Provider in respect of the payments that have been deducted.</p>
<p>1.9. If due to the fault of the Service Provider, the purchased Products are transferred (delivered) to the Buyer without collecting the Buyer's payment for the Products, the Service Provider shall reimburse the price of the transferred Products to the Seller in accordance with the Special Conditions, and from that moment it shall be deemed that the Service Provider has taken over the Seller's right to claim from the Buyer the amount payable for the Products transferred to him, the price of which has been paid to the Seller by the Service Provider. In the case specified in this Clause, a separate agreement on the transfer of the Seller's right of claim to the Service Provider will not be concluded and the transfer of the right of claim takes place on the basis of this Agreement and specifically this Clause.</p>

2. Validity of the Annex

2.1. This Annex shall enter into effect at the moment of the Agreement's entry into effect. This Annex shall apply to the relationship between the Parties provided that the Parties have not concluded other agreements that stipulate another relationship between the Parties and other terms of collection and/or management of the Customers' payments.

2.2. Capitalised terms in this Annex shall have the meanings assigned to them in the Agreement.

2.3. Amendments to the Annex shall be made according to a procedure stipulated in the Agreement.

2.4. In the event of a discrepancy between provisions of the Annex and the Agreement, provisions of the Annex shall prevail. In the event of a discrepancy between provisions of the Annex and the Special Conditions, provisions of the latter shall prevail. In the event of a discrepancy between provisions of the Annex and other agreements/contracts between the Parties stipulating other methods or procedures of accounting for/management of the Customers' payments, provisions of such agreements/contracts shall prevail.