

MAAG Website Terms and Conditions

1. INTRODUCTION

These terms and conditions govern the use of our website and the agreement between you and us (hereinafter referred to as the “Terms and Conditions”). These Terms and Conditions (jointly with any other documents specified herein) shall establish the rights and obligations of all users (hereinafter referred to as “you” and “your”) and those of MAAG (hereinafter referred to as “us”, “our”, “we”, and the “Seller”) with regard to the use of this website and the services and/or goods we offer through this website.

Please thoroughly review these Terms and Conditions.

By using, browsing, and navigating our website or placing an order, you agree to be bound hereby.

Should you disagree with all the Terms and Conditions, please refrain from using this website. These Terms and Conditions may change from time to time, so please check them on a regular basis to stay updated, since at the time you use the website or place an order the legally binding Terms and Conditions shall apply to such use or order.

Should you have any questions regarding these Terms and Conditions, you may visit our website. New Fashion JSC, operating under the MAAG trademark, is a company incorporated in Russia under Primary State Registration Number (OGRN) 1027700429690, having its registered office at 10, Presnenskaya Nab., 123112 Moscow, Russia, Individual Taxpayer Number (INN) 7707099460, phone: +7 800 600 89 87, email for feedback and claims: info@maag-fashion.com.

2. USE OF OUR WEBSITE

These Terms and Conditions shall be the only terms and conditions applicable to the use of this website, and they shall replace all other terms and conditions unless the Seller provides prior written explicit consent. These Terms and Conditions shall be essential for both you and us as they have been developed to allow you and us to enter into an agreement being legally binding and protecting the rights you have as a valuable client and the rights we enjoy as an enterprise. You shall review these Terms and Conditions and agree that while using, browsing, navigating, and placing an order, you unconditionally accept these Terms and Conditions and agree to the following provisions:

1. You may use the website only to make and place legal requests or orders.
2. You may not place speculative and false orders or orders for the purposes of fraud. Should we have grounds to believe that you have placed such an order, we shall be entitled to cancel this order and inform the relevant competent authorities thereof.
3. You shall also provide us with the correct phone number and email address, postal address and/or other contact details, and agree that we may use such details to contact you, if necessary (for more details, please refer to our Personal Data Processing Privacy Policy).
4. Should you fail to provide us with the required information in full, we will not be able to fulfil your order.
5. By placing an order on the website, you guarantee that you are a legally capable individual of at least 18 years or, if you are younger than 18 years of age, you shall guarantee that the right to place an order is granted to you by law and you have legal capacity to conclude binding agreements.
6. The Seller reserves the right to temporarily or permanently block the accounts of users who commit actions indicating unfair use of our website or abuse of their rights. You may be blocked, if your behaviour violates our Website Terms and Conditions, the laws of the Russian Federation, or causes damage to the interests of MAAG or third parties.

3. AVAILABILITY OF SERVICES

The goods we offer through our website are available for purchase in the Russian Federation only. The service is available in selected MAAG stores listed on the website. Should it be impossible to deliver the order to the store you have selected, we will notify you thereof. Please note that you can check the list of cities where the service is available on the website. You can place (reserve) an order for a product that is available in the store you specified at the time of placing your order.

The website and the services provided may be temporarily partially or completely unavailable due to maintenance or other operations, as well as for any other technical reasons. We may carry out necessary preventive or other operations with or without prior notice to Buyers.

The Seller shall not be liable to Buyers in connection with any restriction, suspension, or termination of access to the website, including its individual sections.

4. ESTABLISHMENT OF CONTRACTUAL RELATIONS

Contractual relations between you and us shall arise upon receipt by us of a correct official order, proper identification of you as a person who has placed the relevant order and sending the Order Confirmation (as set out below) to you. The Seller's obligations to transfer goods and other obligations related to transfer of goods shall arise upon sending the Order Confirmation to you. If the order has been placed by you incorrectly or if it has not been received by us, while the monetary funds have been written off from your account, these monetary funds shall be returned to you in full. To place an order, you need to complete all the procedures for purchase registration online and click the "Pay" button to place the order. Thereafter, a message containing the confirmation of receipt by us of your order will be sent to your email. The agreement shall only apply to goods, for which you have made an advance payment of 100% of the order value and there is a Order Confirmation from the Seller.

5. AVAILABILITY OF GOODS

All orders for the goods shall be placed given the goods are available, and to this effect in the event of trouble in delivery or if the goods are not available, we reserve the right to provide you with information on removal of the goods from the order. If we remove goods from your order due to the unavailability thereof, we undertake to reimburse you for all monetary funds you could have paid by this time.

6. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any goods from this website at any time and/or to remove or modify any material or content from the same. Although we are required to make every reasonable effort to process all orders, exceptional circumstances may arise, which mean that we may need to refuse to process an order after we have sent you an Order Confirmation. We reserve the right, at any time at our own discretion, to refuse to process an order upon occurrence of the above circumstances. We shall not be liable to you or any third party for removing any products from the website, whether or not those products were sold, or for removing or modifying any material or content from this website or not processing or accepting an order once we have sent the Order Confirmation to you. The Seller may set the following limits (restrictions) when selling goods: by number of active orders in the Buyer's personal account; by number of goods in one order; by maximum amount of one order. These restrictions may be changed by the Seller without prior notice to the Buyer.

7. RIGHT TO ABANDON THE ORDER/TERMINATE THE AGREEMENT

If you conclude an agreement as the consumer, you may terminate the Agreement in accordance with Clause 12.1 hereof. In this case, you shall be entitled to receive compensation in full for the cost paid for the products in accordance with our Rules for Returns (see Clause 13 below). The right to terminate the Agreement shall be effective only for the goods which have been returned in the same condition in which such goods were received by you. Herewith, you shall also return all the instructions, documents and packaging provided with the products. No paid amount shall be refunded for the goods that have been damaged, or are not in the same condition in which they were received by you, or the original appearance of

which has been impaired prior to opening of the package. Therefore, while you are in the possession of such goods, you shall treat them as carefully as possible. You may not terminate the Agreement for the delivery of any goods specified in Clause 12.2 hereof. Please treat the products properly and carefully while you are in the possession of such products, and keep the original boxes, instructions and documents, labels and packaging, and use them to return the products, where possible. Other information on this statutory right and an explanation specifying how this right can be exercised are provided for in Clause 12 hereof and are briefly stipulated in the memo provided with an order. This provision shall not affect your statutory rights which are vested in you as a consumer.

8. RECEIPT OF GOODS

You can receive your order through the Seller's store you selected when placing the order.

Subject to the provisions of Clause 5 above and except for cases of occurrence of exceptional circumstances, we shall exert every effort to fulfil your order for the goods specified in the Order Confirmation by the date specified in the Order Confirmation, or, if the expected delivery date is not indicated, within 7 days after the date of the Order Confirmation. Reasons for delaying an order may include unforeseen circumstances.

If for any reason we cannot assemble your order at the specified date, we shall notify you of the situation and the delivery date. For the purposes of these Terms and Conditions, delivery shall be deemed to have been made or the order shall be deemed to have been transferred to you at the time of you receive the order at the relevant MAAG store. In the event you transfer the order number or other order identification details (QR code for receiving an order, generated in your personal account) to a third party (your friend, relative, etc.), and this person presents this identifier to the courier and/or the store staff together with the other necessary documents, it shall be regarded by us as your transfer to this person of all powers to receipt of your order.

9. IMPOSSIBILITY OF TRANSFERING GOODS TO THE CONSUMER

Pertaining to the prepaid orders, upon expiry of 7 days from the moment when your order is ready for delivery to you (the order is in the store ready for receipt by you), in the event of failure to deliver such order to you on the grounds that do not have any relation to us, it shall be considered by us as your desire to terminate the Agreement, and this Agreement shall be deemed terminated. As a result of termination of the Agreement, we shall reimburse you for all monetary funds paid for the products as soon as practicable and, in any case, within 30 days from the date, on which the Agreement is deemed terminated.

10. RISK OF ACCIDENTAL LOSS AND TRANSFER OF TITLE

The title and risk of accidental loss in respect of the goods shall be transferred to you upon delivery of your order at the store.

11. PRICE AND PAYMENT

The price published on our website at a relevant moment shall be deemed the price of the product, except for obvious errors. Although we exert every effort to ensure that all prices specified on the website would be accurate, technical errors are possible. Should we detect an error in the price for any goods, we shall immediately inform you of it and give you the option to reconfirm the order at the correct price or to cancel the order. In the event we are unable to contact you, the order shall be deemed cancelled, and the payment made by you shall be refunded in the amount of the sum paid in full. We do not have to sell the goods to you at an incorrect (lower) price (even after sending the Order Confirmation to you) if the error in the price is obvious and is not doubtful, and if we have every reason to believe that this error could have been noticed by you. The prices shown on our website include VAT. The price shall be valid as of the moment of order placement by you. The prices may be changed at any time, but (except for the above conditions) any potential change shall not affect the order for which the Order Confirmation has been sent. Please note that, as a rule, the prices specified on the website and the prices in the stores are identical. However, in some cases, the prices may differ. All goods you select on the website are added to your shopping cart. Next, you should make an order and pay for it in full. To do this, you need to perform the following actions:

1. Click the "Cart" icon at the top of the page.

2. Click the “Process order” button.
3. Fill in or verify your contact information, order details, the address of the store you selected to receive your Order.
4. Click the “Proceed to payment” button.
5. Enter information on the payment method.
6. Click the “Pay” button. You can pay via MIR bank cards, as well as Visa, Mastercard, issued by Russian banks and valid at the time of payment. To minimise the risk of unauthorised access, we encrypt your card details. Further, please note that we do not keep information about the number and expiration date of your Bank Card and/or CVV2/CVC2 code. In addition, you can pay for your order via the Express Payment System (EPS). In case of payment for an order via EPS, we do not receive information about which consumer account the payment was made from. By clicking the “Pay” button, you confirm that you are the holder of the card. When paying via EPS, your card or account will be debited after your order has been assembled and the store has confirmed its assembly. Until then, the bank will place a hold on the funds in your account. We use standard technical means to ensure payment in a safe mode. The cards are subject to verification for validity and authorisation by the company that issued your card. If we do not receive the necessary authorisation, the order shall not be assembled, in which case no contractual relations may be established between us. Depending on the payment method, restrictions may be imposed on the amounts of your transactions. Please note that mixed payment and gift card payment for orders on the website are not available. The Company reserves the right to change and adjust the available payment methods.

When paying for an order on the website, you agree to receive a cash register receipt in electronic form only.

An electronic receipt will be sent to the email address you provided as a download link, in PDF format. A printed version of the receipt is not provided.

12. RULES FOR EXCHANGE AND/OR RETURN OF GOODS

12.1. Right to abandon the order/terminate the agreement

In accordance with the applicable regulations, if you act as the consumer, you may terminate the Agreement (except for cases where the Agreement applies to the goods for which the Agreement may not be terminated in accordance with Clause 12.2 below) at any time within 30 calendar days from the date of receipt of the goods by you. In this case, you shall be entitled to refund for the monetary funds paid for such products. You shall be entitled to exercise the right to abandon the order/terminate the agreement by visiting the store personally along with the return of the goods to us. Please note that you shall be liable for the content of the returned goods from the order when exercising your right to return the order. This provision shall not affect your rights provided for by law.

12.2. General

Consumers do not have the right to terminate the Agreement, the subject of which is the supply of the following products (in accordance with Decree of the Government of the Russian Federation No. 2463 dated 31 January 2020 "On the Approval of the Rules for Sale of Goods under a Retail Sales Agreement, the List of Long-Term Use Goods Not Covered by the Buyer's Claim for Free Provision of Similar Goods with the Same Basic Consumer Properties for the Repair and Replacement Period, and the List of Non-Food Products of Proper Quality Not Subject to Replacement and the Amendments to Certain Acts of the Government of the Russian Federation"):

1. Goods for the prevention and treatment of diseases at home (sanitary and hygiene items of metal, rubber, textile, and other material, medical devices, oral hygiene products, spectacle lenses, childcare items), medicines;
2. Personal hygiene items (toothbrushes, hairbrushes, hair clips, hair curlers, wigs, wiglets, and other similar goods);

3. Perfumes and beauty products;
4. Textile goods (cotton, linen, silk, wool, and synthetic fabrics, goods of nonwoven fabrics, such as tapes, braid, lace, etc.), cable products (wires, cords, cables), building and finishing materials (linoleum, film, carpets, etc.) and other goods sold at the price for a unit of length;
5. Woven and knitted products (woven and knitted underwear, hosiery);
6. Products and materials made of polymeric materials, either in full or in part, and contacting foodstuff (dishware and utensils, containers and packaging materials for storage and transportation of food products, including single-use goods);
7. Household chemical goods, pesticides, and agrochemicals;
8. Household sets of furniture;
9. Jewellery and other items from precious metals and/or precious stones, cut precious stones;
10. Cars, motorbikes and bicycles, trailers, and numbered units (engine, engine cylinder block, chassis (frame), body (cabin) of a motor vehicle or self-propelled machine, as well as a gearbox and axle of a self-propelled machine) for cars, motorbikes and bicycles, mobile means of small-scale mechanisation of agricultural work, pleasure boats, and other floating craft for household purposes;
11. Technically complex consumer goods for which warranty periods of at least one year are established;
12. Civilian weapons, main parts of civilian firearms, cartridges for civilian weapons, as well as initiating and igniting substances and materials for self-loading of cartridges for civilian long-barreled firearms;
13. Animals and plants;
14. Non-periodicals (books, booklets, albums, cartographic publications and printed music, sheet art editions, calendars, leaflets, publications reproduced on technical data carriers).

Your right to terminate the Agreement shall be valid only for the products returned in the same conditions in which they were received by you. Please return all the goods using the original packaging of such goods or together with it. Along with the returned goods, it shall also be necessary to return all original labels, instructions, and/or documents, and packaging. No paid amount shall be returned if the goods were used in any way other than through opening of the packaging. Therefore, while you are in the possession of such products, you shall treat them as carefully as possible. You will be provided with brief information on exercising the right to abandon the order/return after receiving the Order Confirmation. You may return the goods received through self-pickup to any MAAG store in Russia, except for Galereya MAAG store in St Petersburg.

You can make a return at the MAAG store. In this case, you must visit the store and properly fill out the Return Form given to you by the store employee (hereinafter referred to as the "Return Form"), and also present a receipt or bank statement, and your passport.

We shall refund the amount of the payment as soon as possible, but in any case within 10 days after receipt of the goods.

Refunds shall be made in the manner chosen by you for payment, unless otherwise provided for by law. Refunds are made only to the bank card (current account), from which the order has been previously paid for, however, in the event of a request to transfer funds to another bank card (current account), in case that the bank card is lost or blocked, each such case shall be considered on an individual basis.

Please note that payment for orders via the website is only possible by bank transfer using a bank card, via the Express Payment System (EPS), or other suggested method; payment in cash is not possible.

Refunds for returned goods purchased using a card shall be made by replenishment of the available balance of the card, in which case funds for the goods purchased on the website will be returned to the Buyer's personal bank account.

The refund method above is a material condition and shall be deemed accepted by the Buyer upon purchase and/or use of the card.

12.3. Return of products of inadequate quality

If, in your opinion, the products do not comply with the terms and conditions of the Agreement at the time of receipt of the order by you, you shall contact us and provide us with all the information about the product and its damages. You shall be entitled to return the products of inadequate quality in accordance with the rules set forth in Clause 12.2 hereof. When returning an goods from an order, you must present a payment receipt sent to you upon receipt of the order or a bank statement. Upon receipt of the products, we undertake to duly inspect the returned products and inform you of the right to refund (if any). We shall refund the amount of the payment as soon as possible, but in any case within 10 days after the return of the goods by you. In the event of a defect, the amount paid for the goods of inadequate quality shall be refunded in full. While returning the paid amount, we shall always use the method chosen for the initial payment for the order, unless otherwise expressly provided for by law. This provision shall not affect your rights provided for by the applicable law.

13. LIABILITY AND DISCLAIMER

Our liability with regard to any products purchased through our website shall be limited to the cost of such products. With due account for the above provision, in all cases provided for by law and unless otherwise provided for herein, we shall not be liable for any lost profits, moral damages, indirect damages arising as a side effect of primary losses or damage in any way and because of offences (including negligence), breach of the terms and conditions of the agreement or on any other grounds even if such losses or damage are foreseeable, including, but not limited to, the following types of damages:

- i Loss of profit or income;
- ii Loss of business opportunities;
- iii Loss of contracts;
- iv Loss of expected savings;
- v Loss of data;
- vi Damages resulting from incorrect management and loss of working hours. Due to the open nature of this website and the potential errors in the storage and transmission of digital information, we do not guarantee the accuracy or protection of information transmitted to this website or obtained from this website unless otherwise expressly specified on this website. All goods descriptions, information and materials on the goods posted on this website are provided "as is" without warranty of any kind, whether express, implied or arising otherwise. In all cases provided for by law, but without the exception of any cases that cannot be excluded in accordance with the law in respect of the clients, we disclaim any warranties of any kind. No provision of this clause shall affect your rights granted to you as the buyer by law or your rights to terminate the Agreement.

14. INTELLECTUAL PROPERTY AND PERSONAL DATA

You acknowledge that all copyright, trademarks and other intellectual property rights with respect to all materials or content forming a part of this website are reserved by us or our licensors at any time. You shall be entitled to use this material in accordance with the powers expressly transferred by us or our licensors. Herewith, this provision shall not restrict the using by you of this website if you need to copy any order or information concerning the Agreement. All certificates of conformity, declarations of conformity and hygiene certificates are available upon request.

By providing your personal data for the purpose of using the website and placing orders on the website, in accordance with subpara. 5 of para. 1 of Article 6 of Federal Law No. 152-FZ dated 27 July 2006 (as amended on 08 August 2024) "On Personal Data" and our personal data protection policy, you provide New Fashion JSC with consent to the processing of your personal data. The methods of using your personal data include any action performed with personal data, with or without the use of automation tools, including collection, recording, systematisation, accumulation, storage, clarification (updating, modification), extraction, use, transfer (distribution, provision, access to), depersonalisation, blocking, deletion, destruction of personal data. You can revoke your consent to the processing of personal data at any time by sending a request to info@maag-fashion.com.

15. VIRUSES, HACKING ATTACKS AND OTHER CYBERCRIMES

You may not misuse this website through the intentional incorporation of viruses, Trojan horse malware, worms, "logic bombs", or other materials that are malicious or harmful from a technical point of view. You shall not attempt to acquire unauthorised access to this website, the server whereon this website is located, or to any other server, computer, or database related to our website. You shall not perform attacks through network attacks and distributed service denial attacks. By violating this provision, you may commit a criminal violation in accordance with the relevant legislation norms. We shall report any such criminal violation to the competent law enforcement agency. Herewith, we shall cooperate with the appropriate authority to identify the violator. Moreover, in the event of such violation, your right to use this website shall be immediately terminated. We shall not be liable for any losses or damage incurred as a result of a network attack, a virus or other software or materials being malicious and technically harmful to your computer, equipment, data or materials derived from the use of this website or downloaded from this website, as well as from the content, a link to which is posted on this website.

16. LINKS TO OTHER WEBSITES

Our website may contain links to websites and materials of third parties. These links are for informational purposes only, and we cannot control the content of such websites or materials. Therefore, we shall not incur liability of any kind for loss or damage whatsoever that may result from the use of these links.

17. WRITTEN MESSAGES

Pursuant to the applicable law, some information or messages that we send to you shall be submitted in writing. By using this website, you agree that most of the messages shall be sent by us in electronic form. We shall inform you by sending letters to your email or posting notices on our website. For the purpose of entering into the agreement, you agree with the indicated electronic means for sending messages and acknowledge that all agreements, notices, information, and other messages that we provide to you in electronic form shall comply with the requirements of the law envisaging the execution of these messages in writing. This provision shall not affect your rights provided for by law.

18. NOTIFICATIONS

All notifications sent by you shall preferably be sent by email or by calling the telephone number specified in Section 1 hereof, or via another method specified on the website in the "For Buyers" Section. Pursuant to Section 16 above and in cases provided for in Section 19 above, we shall be entitled to send you a notice to your email address or phone number specified by you upon placement of the order.

You agree to receive service and transactional messages, including notifications about order status, items in your shopping cart, and requests to leave a review of the product you purchased. Notifications are sent to the email address specified during registration and/or via SMS messages, or by other means to the phone number specified during registration or placing an order.

19. TRANSFER OF RIGHTS AND OBLIGATIONS

The Agreement entered into by and between you and us shall be binding on you, us, and our respective legal successors and assigns. You may not transfer, assign, encumber, or otherwise dispose of the Agreement or any rights and obligations arising out of this Agreement without our prior written consent. We may transfer, assign, encumber, subcontract, or otherwise dispose of the Agreement at any time during the effective period of the Agreement. For the avoidance of doubt, any such transfer, assignment, encumbrance or other type of disposal shall not affect your rights granted to you as the buyer by law, and shall not cancel, reduce or otherwise limit any warranty, whether express or implied, that could be granted to you by us.

20. FORCE MAJEURE

We shall not be liable for any non-fulfilment or delay in the fulfilment of any our obligations under the Agreement due to events beyond our reasonable control (hereinafter referred to as “Force Majeure Circumstances”). Force Majeure Circumstances shall include any action, event, non-occurrence of an event, an omission or an unforeseen situation beyond our reasonable control and specifically include but not limited to the following circumstances:

1. Strikes, blockades or other industrial conflicts.
2. Public disturbance, mass riots, invasions, attacks or threat of attacks of terrorists, military actions (with or without declaration of war), threat of military actions, or preparation for military actions.
3. Fires, explosions, storms, floods, earthquakes, landslides, epidemics, or other natural disasters,
4. Unavailability of railways, ships, aircraft or motor vehicles, as well as other public and private vehicles.
5. Unavailability of public or private telecommunications networks.
6. Acts, legal decrees, regulations, or restrictions of any government.
7. Any strike of employees of a transport company, post or other types of strikes in transport companies, failure to provide transportation services or accidents. In case of occurrence of the Force Majeure Circumstances, the relations between the parties shall be governed by the applicable laws of the Russian Federation.

21. WAIVER

If at any time during the effective period of the Agreement, we do not enforce any of your obligations under the Agreement or these Terms and Conditions, or we do not exercise any rights or remedies we have under the Agreement, this non-exercise shall not constitute a waiver of these rights or remedies and shall not release you from the responsibility for non-fulfilment of such obligations. Refusal to recognise any violation shall not constitute a refusal to recognise any subsequent violation. A waiver of rights in respect of any provisions hereof shall enter into force only if this waiver is expressly stated as a waiver of rights and sent to you in writing in accordance with the Clause Notices above.

22. SEVERABILITY

If any provisions hereof or the provisions of the Agreement are declared by the relevant body as invalid, illegal or unenforceable to any extent, this condition or provision shall be separated from other terms and conditions to a relevant extent, and the remaining conditions and provisions shall remain effective in all cases provided for by law.

23. ENTIRE AGREEMENT

These Terms and Conditions and any document expressly referred to herein shall constitute an entire agreement between you and us with regard to the subject matter of any Agreement, and they shall supersede any preliminary agreements, arrangements or contracts between you and us, whether written or oral. Both parties acknowledge that upon conclusion of this Agreement, they did not rely on any statement, commitment or promise provided by the other party or arising out of any oral or written information received in the course of negotiations between you and us prior to the conclusion of this Agreement unless expressly specified otherwise herein. Neither party shall be entitled to any remedy with regard to a false statement made by the

other party, whether written or oral, prior to the date of any Agreement (except for any statement made for fraudulent purposes), and the other party may use the remedy only in case of violation of the agreement in accordance with the provisions hereof.

24. OUR RIGHT TO AMEND THESE TERMS AND CONDITIONS

We may revise and amend these Terms and Conditions from time to time. You shall comply with the rules, terms and conditions in force at the time when you place an order for the goods unless the rules, the Terms and Conditions, and the Privacy Statement are subject to amendment of any nature in accordance with the requirements of the law or any public authority. In this case, such amendments shall also apply to the orders placed by you earlier.

25. LAW AND JURISDICTION

The use of this website and the Agreements for purchase of the products through this website shall be governed by the laws of the Russian Federation. In the event of any dispute arising out of or relating to these Agreements, pursuant to Article 32 of the Code of Civil Procedure of the Russian Federation, the parties agreed that the Presnensky District Court of the City of Moscow, Russia, or justices (courts) of the peace of the Presnensky District of Moscow, Russia, (depending on the amount in dispute) shall have the exclusive contractual territorial jurisdiction over such disputes. If you are a party to the agreement acting as the buyer, no provision of this Clause shall affect your rights vested in you by law.

26. FEEDBACK

We will be glad to receive your comments and feedback. You may send your comments and feedback to info@maag-fashion.com.