

PUBLIC AGREEMENT (OFFER) **for Ordering, Buying, Selling and Delivering Goods**

The present agreement is an official and public offer of the Seller — Doka (Doka Ukraine T.O.V. LLC with Foreign Investment, 20-A Volodymyra Ivasiuka Ave., 04210 Kyiv, Ukraine, EDRPOU code 30530955) to conclude the contract for the sale of Goods, presented on the Doka official website at <https://shop.doka.com> (Onlineshop).

This agreement is public, i.e., in accordance with Article 633 of the Civil Code of Ukraine, its terms and conditions shall be the same for all buyers, regardless of their status (individual, legal entity, individual entrepreneur) without preference to one buyer over another. By concluding this Agreement, the buyer fully accepts the terms and conditions and procedure of ordering, payment, delivery of goods, return of goods, liability for bad order and other terms of the agreement. The Agreement shall be deemed entered into from the moment of the Buyer's registration on the Doka Onlineshop by pressing the "Confirm Order" button on the ordering page in the Shopping Cart, and the Buyer receiving in response from the Seller an electronic order confirmation by sending an invoice for payment.

1. Definition of Terms

1.1. Public offer (hereinafter referred to as the Offer) is a public offer of the Seller to an indefinite number of people to remotely conclude the contract for the sale of Goods with the Seller (hereinafter referred to as the Agreement) on the terms and conditions specified in this Offer.

1.2. The Product or Service is the object of the parties' agreement, selected by the Buyer on the Onlineshop website and put in the Shopping Cart, or already purchased remotely by the Buyer from the Seller.

1.3. Onlineshop is the Seller's website at <https://shop.doka.com> (Onlineshop) created to enter into retail and wholesale purchase and sale agreements based on the Buyer's familiarization with the description of the Goods or Service offered by the Seller online.

1.4. The Buyer is a legally capable individual of 18 years of age or older, who receives information from the Seller, places an order to buy the goods on the website for purposes not related to entrepreneurial activities, or a legal entity or an individual entrepreneur, for purposes related to entrepreneurial activities.

1.5. The Seller is Doka Ukraine T.O.V. Limited Liability Company with Foreign Investment (Identification code 30530955), a legal entity established and acting in accordance with the current laws of Ukraine, located at 20-A Heroiv Stalinhrada Ave., 04210 Kyiv, Ukraine

2. Subject Matter of the Agreement

2.1. The Seller undertakes to transfer the Goods into the ownership of the Buyer, and the Buyer undertakes to accept and pay for the Goods under the terms and conditions hereof.

2.2. The date of conclusion of the Offer Agreement (acceptance of the offer) and the moment of full and unconditional acceptance of the terms and conditions of the Agreement by the Buyer shall be the date of filling the order form at the Onlineshop website, provided that the Buyer receives an invoice from the Seller to confirm the

electronic order. If necessary, at the request of the Buyer, the Agreement may be executed in writing.

3. Ordering

3.1. All Buyers (customers) shall register on the Doka Onlineshop, indicating the **mandatory information** specified below in Section 3. The information provided by the Buyers shall be accurate, complete, true and in accordance with regulatory requirements.

3.2. Once registered, each customer shall be assigned a username and password (login details) for further use when accessing the Onlineshop.

3.3. Doka shall be entitled at any time to verify the identity of the Buyer (user) and his/her authority to represent the customer when logging in to the website, and may also require presentation of proper proof of authority (e.g. Power of Attorney, extract from the Unified State Register of Enterprises, etc.).

3.4. The Buyer shall keep his login data secret and protect them from unauthorized access by third parties. The Buyers shall notify Doka in writing without delay of the termination of their representatives' powers, and of any inappropriate or unauthorized use of their respective data. Pending receipt of said notice, any access and any action or use of services in connection with such access shall be communicated to the Buyer (customer) concerned.

3.5. If the Buyer does not make any transactions and does not visit the Onlineshop for one year or for a longer period of time, such customer's account may be deleted. However, it will be possible to register again at any time.

3.6. After registration, the Buyer shall independently place an order in the Onlineshop via the "Shopping Cart" form or can get advice by phone number listed in the contact section of the Onlineshop.

3.7. The Seller shall have the right to refuse order confirmation to the Buyer in case the information provided by the Buyer when ordering is incomplete or if he suspects its validity, or in case the Seller is unable to sell the corresponding Goods to the Buyer within the term specified by the Buyer.

3.8. The Buyer shall provide the following **mandatory information** required by the Seller for the execution of the order when placing the order on the Onlineshop:

3.8.1. own surname, name, patronymic of the Buyer or name of the legal entity of the Buyer and surname, name, patronymic of the Buyer's contact person;

3.8.2. address to which the Goods should be delivered (if delivery to the Buyer's address);

3.8.3. contact phone number of the Buyer.

3.8.4. EDRPOU identification code and individual tax number for legal entity or individual entrepreneur;

3.8.5. e-mail address for communication with the Buyer.

3.8.6. other data, which the website will request during registration

3.9. Name, quantity, article number, price of the Goods chosen by the Buyer and the delivery method shall be indicated in the Buyer's Shopping Cart on the Onlineshop.

3.10. If any of the Parties needs additional information, it has the right to request it from the other Party. If the Buyer fails to provide the necessary information, the Seller shall not be liable for non-performance or improper performance of this Agreement.

3.11. When placing an order while consulting the Seller's operator, the Buyer shall provide the information specified in clause 3.8 of this Offer.

3.12. This Offer Agreement shall be concluded by entering by the Buyer of the relevant data in the registration form on the Onlineshop and placing the order in the " Shopping Cart", where the Buyer chooses the range of Goods and delivery method. After the Buyer completes the Order or after the operator's consultation, the Buyer's data shall be entered into the Seller's database.

3.12.1. Any of the following actions shall be considered as acceptance (acceptance by the Buyer of the offer to conclude this Public Offer) of this Public Offer Agreement:

- the fact of entering by the Buyer his data in the registration form on the Seller's website and registration of the Order on the Onlineshop;

- the Buyer's registration of the Order independently at <https://shop.doka.com> (Onlineshop) or by phone with the help of a specialist;

- making payment for the Goods on terms and conditions and according to the procedure specified herein, and/or on the corresponding Onlineshop at <https://shop.doka.com> (Onlineshop) of the Seller;

3.12.2. By entering into this Agreement, the Buyer automatically agrees to the full and unconditional acceptance of the provisions of this Agreement, the prices of the Goods, etc. and the **Doka Privacy Policy**, which can be found at <https://www.doka.com/ua/home/dataprivacy/index>. If the Buyer does not agree to the terms and conditions of the Agreement, he has no right to enter into this Agreement.

3.12.3. The Order shall be deemed accepted by the Seller and shall be executed upon confirmation by the latter of the Order. (The Seller's confirmation of the Order is the invoice for payment for the goods sent to the Buyer by the telecommunication means).

3.13. The Buyer is responsible for the accuracy of the information provided when making the Order.

3.14. Concluding the Agreement, i.e. accepting the terms of this offer (the conditions for the purchase of Goods) by making the Order, the Buyer confirms the following:

- (a) The Buyer is fully and completely acquainted with and agrees to the terms of this offer and the Doka Privacy Policy;

- (b) by ticking the box before sending the data in the registration form or when placing the Order, or consulting an operator, the Buyer gives permission for the collection,

processing and transfer of his personal data; permission to process personal data is valid for the duration of the Agreement, as well as for the periods specified in the **Doka Privacy Policy**, which can be found at <https://www.doka.com/ua/home/dataprivacy/index>.

Moreover, by concluding the Agreement, the Buyer confirms that it is notified (without further notice) of the rights established by the Law of Ukraine On Personal Data Protection, of the purpose of data collection, as well as that its personal data are transferred to the Seller to perform the terms and conditions of this Agreement, the possibility of mutual settlements, as well as receipt of invoices, certificates and other documents. The Buyer also agrees that the Seller has the right to provide access and transfer his personal data to third parties without any further notice to the Buyer to perform the Buyer's order. The scope of the Buyer's rights as a subject of personal data in accordance with the Law of Ukraine On Personal Data Protection is known and understood by him.

4. Price and Delivery of Goods

4.1 Prices for the Goods and services are determined by the Seller independently and are listed on the Onlineshop. All prices for the Goods and services are listed on the website in UAH excluding VAT.

4.2 The prices of the Goods and services can be changed by the Seller unilaterally depending on market conditions. At the same time, the price of a unit of the Goods, the price of which has been paid in full by the Buyer, may not be changed unilaterally by the Seller.

4.3. The cost of the Goods specified on the Onlineshop does not include the cost of delivery of the Goods to the Buyer and packaging services. The Buyer pays the cost of delivering the Goods according to the current tariffs of the delivery services (carriers).

4.4. The Seller may specify an approximate delivery cost of the Goods to the Buyer's address when the Buyer makes a relevant request or by prior arrangement, include the delivery cost in the invoice for payment for the Goods.

4.5. The Buyer's obligations to pay for the Goods shall be deemed fulfilled from the moment of receipt of funds to the Seller's current account.

4.6. Payments between the Seller and the Buyer for the Goods shall be made on a prepayment basis and only in non-cash form (by transferring funds by the Buyer from the current bank account to the current bank account or by depositing funds through the bank cash desk (including online banking), and, in case of settlements at the bank cash desk through a payment terminal and/or PTC owned by the bank, in the terms specified in the Seller's invoice.

4.7. Upon receipt of the goods, the Buyer shall check the compliance of the Goods with the quality and quantity characteristics (product name, quantity, completeness, quality) at the Seller's warehouse in the presence of the Seller's representative or at the place of delivery, in the presence of a delivery service representative (carrier).

4.8. At the acceptance of the Goods the Buyer or its representative shall confirm by its signature on the delivery note and/or the consignment note that it has no complaints about the quantity, appearance, completeness, and quality of the Goods.

4.9. Title to and risk of accidental loss or damage to the Goods shall pass to the Buyer or its representative from the moment the Buyer receives the Goods at the Seller's warehouse or when the Seller transfers the Goods to the delivery service (carrier) chosen by the Buyer.

5. Rights and Obligations of the Parties

5.1. The Seller shall:

5.1.1. If the Seller confirms the Order, send the Buyer an invoice for payment for the Goods;

5.1.2. Deliver the Goods to the Buyer in accordance with the terms and conditions of this Agreement and the Buyer's confirmed Order.

5.1.3. Not disclose in any way the personal information that was entrusted to him or that became known in connection with the performance of this Agreement and not provide access to this information to third parties, except as required by law and in the performance of the Buyer's Order.

5.1.4. Use the Buyer's personal data solely for the purposes, and in accordance with the purposes and to the extent, and within the time limits set out in the Doka Privacy Policy.

5.2. The Seller shall have the right to:

5.2.1 Change the terms and conditions of this Agreement and the prices of the Goods and services unilaterally by posting them on the Onlineshop. All changes come into force only from the moment of their publication;

5.2.2. Record telephone conversations with the Buyer;

The Buyer shall:

5.3.1 Prior to entering into the Agreement, read the contents of the Agreement, the terms and conditions hereof and the prices offered by the Seller on the Onlineshop, the Doka Privacy Policy.

5.3.2 In fulfilling the Seller's obligations to the Buyer, the latter shall register and provide all the necessary data unambiguously identifying him as a Buyer and sufficient for the delivery of the ordered Goods to the Buyer.

5.3.3. Make advance payment for the Goods timely and in full.

6. Return of the Goods

6.1. The Buyer has the right to return the non-food goods of proper quality to the Seller, if the goods are not satisfactory for its shape, dimensions, size or for other reasons if it cannot be used for its intended purpose. The Buyer has the right to return the goods of adequate quality within 14 (fourteen) days, not taking into account the day of purchase. The return of the goods of proper quality is made if it has not been used and if its trade form, and the expense and/or delivery note issued to the Buyer and the document confirming the payment for this Goods are preserved.

6.2. Return of the cost of the goods of proper quality to the Buyer is made within 30 (thirty) calendar days from the date of receipt of such Goods by the Seller, subject to compliance with the requirements stipulated in clause 6.1. hereof and the current laws of Ukraine. Consideration of the Buyer's claims, including those for return of the Goods,

is performed on the basis of a written request of the Buyer in accordance with the current laws of Ukraine.

6.3. The cost of the goods shall be returned by transfer of funds to the Buyer's account.

6.4. The return of the Goods of proper quality to the Seller's address shall be performed at the expense of the Buyer and shall not be compensated by the Seller to the Buyer.

6.5. Consideration of the claims provided by the Law of Ukraine On Protection of Consumer Rights shall be made by the Seller upon submission by the Buyer of the documents stipulated by the current laws of Ukraine. The Seller is not responsible for the defects of the Goods, which appeared after their transfer to the Buyer as a result of violation by the Buyer of the instructions for use of the Goods (specified on the Onlineshop), the actions of third parties or force majeure.

6.6. The Buyer does not have the right to refuse the goods of proper quality that have individual specific properties, if the specified goods can be used exclusively by the Buyer who purchased it (including non-standard dimensions, characteristics, appearance, configuration, etc.).

6.7. The return of goods in cases stipulated by the laws of Ukraine and this Agreement shall be made at the address specified on the website in the Contact Us section by prior agreement with the Seller on the time of return.

7. Responsibility

7.1. The Seller is not liable for damage caused to the Buyer or third parties due to improper installation, use, storage of the Goods purchased from the Seller.

7.2. The Seller is not liable for improper, untimely performance of the Orders and its obligations in case the Buyer provides false or misleading information. The Seller shall not be liable for inability to perform the Buyer's order, if such inability arose as a result of circumstances independent of the Seller, including, but not limited to the quality of public communication channels and interruptions in the data transmission network, including the Internet, through which access to the Website is provided.

7.3. The Seller and the Buyer shall be liable for performance of their obligations in accordance with the current laws of Ukraine and provisions of this Agreement.

7.4. The Seller or the Buyer are released from the responsibility for full or partial non-fulfillment of the obligations, if non-fulfillment is a consequence of force majeure as war or military actions, earthquake, flood, fire and other natural disasters which have arisen independently from will of the Seller and/or the Buyer after conclusion of this Agreement. The Party that cannot fulfill its obligations shall immediately notify the other Party.

7.5. The Seller's total liability for non-performance or improper performance of the terms of this Agreement is limited to the amount of the Buyer's payment made under this Agreement.

8. Confidentiality, Personal Data Protection

8.1. By providing its personal data on the Onlineshop when registering or placing the Order, the Buyer gives the Seller its voluntary consent to process, use (including transfer) its personal data, as well as to perform other actions provided by the Law of Ukraine On Personal Data Protection, with the storage period and in accordance with the goals and scope specified in the Doka Privacy Policy, which can be found at <https://www.doka.com/ua/home/dataprivacy/index>

8.2. The Seller undertakes not to disclose the information received from the Buyer. It shall not be considered a breach of Seller's disclosure of information to counterparties and third parties acting on the basis of a contract with the Seller, including in order to perform obligations to the Buyer, as well as in cases where disclosure of such information is required by applicable laws of Ukraine.

8.3. The Buyer is responsible for keeping his personal data up to date. The Seller shall not be liable for poor performance or failure to perform its obligations due to the irrelevance of the information about the Buyer or its inconsistency.

8.4. The purpose of personal data processing in the system is storage and maintenance of counterparty data in accordance with Articles 6, 7 of the Law of Ukraine On Personal Data Protection.

8.5. The purpose of personal data processing is to ensure implementation of the civil-law relations (ensuring implementation of the purchase-sale relations, consumer protection relations, advertising and market research of other cooperation), providing/receiving and making payments for the purchased goods/services in accordance with the Tax Code of Ukraine, the Law of Ukraine On Accounting and Financial Reporting in Ukraine. Information about the purposes and scope of the collection and retention period of personal data can also be found in the Doka Privacy Policy, which can be found at <https://www.doka.com/ua/home/dataprivacy/index>

8.6. By agreeing to this Agreement, the Buyer also gives its consent to the Seller to transfer (disclose) its data to shipping and courier companies, any banks and/or financial institutions and other third parties, subject to and for the purpose of achieving the purposes of data processing defined in 8.5, at the Seller's discretion.

8.7. By agreeing to this Agreement, the Buyer also gives its consent to the Seller to receive communications (notifications, requests, etc.) from any of the above-mentioned persons by telephone (including SMS mailings), postal service and e-mail.

8.8. The Buyer's consent to receive notices may be withdrawn at any time by the latter by accessing the Onlineshop at www.doka.ua

8.9. Buyer's personal information is stored in a personal database, which is property of the administration of the Onlineshop, which is located at 20-A Heroiv Stalinhrada Ave., 04210 Kyiv, Ukraine.

8.10. The Buyer has the right to:

- access its personal data contained in the Seller's personal database;
- be informed, within thirty calendar days of the receipt of its inquiry, except as provided by law, whether its personal data are stored in the relevant personal database, as well as be informed of the content of its personal data so stored;
- present a grounded objection to the processing of its personal data by governmental and municipal bodies in the exercise of their statutory powers;

- demand the deletion of the relevant personal data (if the need to process individual personal data provided by the personal data subject disappears);
- withdraw consent to the processing of personal data at any time (by sending an e-mail to www.doka.ua, after which the data processing will stop;
- file a grounded request that its personal data be changed or destroyed by any controller and processor of that base if such data are processed unlawfully or are not true;
- protection of its personal data against unauthorized processing, accidental loss and destruction, and damage in connection with intentional concealment or failure to provide or timely provide the same, as well as the protection against providing untrue or defamatory data;
- apply to the Commissioner of the Verkhovna Rada of Ukraine for Human Rights or to the court;
- resort to legal remedies if personal data protection laws are violated.

8.11. In case of withdrawal of the consent to personal data processing, the Administration has the right to restrict the User/Buyer to use some resources, servers and features of the Onlineshop.

8.12. Dissemination of the information provided by the Buyer may be carried out in accordance with the current laws of Ukraine at the request of the court, law enforcement agencies, as well as in other cases stipulated by the laws of Ukraine.

8.13. USER AGREEMENT:

“I am aware and agree with the terms and conditions of this Agreement and the Privacy Policy of the Seller, I give permission for the website administration to collect, process and use my personal data on the lawful basis. I confirm that all data indicated by me belong to me personally. I am familiar with the rights that arise in connection with the processing of my personal data, as well as with the purposes of processing and application of my personal data.”

8.14. The Seller has the right to process the Buyer's personal data both independently and by assigning the processing of personal data to third parties based on a written contract, while maintaining confidentiality.

! Please read the text of the public offer carefully and if you do not agree with any item of the public offer, you have the right to refuse to buy the Goods available on the Onlineshop, and not to accept this public offer.

9. Miscellaneous

9.1. This Agreement has been executed in Ukraine and it is valid in accordance with the applicable laws of Ukraine.

9.2. All disputes arising between the Buyer and the Seller shall be settled through negotiations. If the dispute is not resolved through negotiations, the Buyer and/or the Seller have the right to apply to the judicial authorities for resolution of the dispute in accordance with the laws of Ukraine. In cases not regulated by this Agreement, the Parties shall be governed by the applicable laws of Ukraine

9.3. The Seller has the right to amend this Agreement unilaterally in accordance with clause 5.2.1. of the Agreement. Moreover, the Agreement may be amended by mutual consent of the Parties in the manner prescribed by the applicable laws of Ukraine.

9.4. This Agreement shall enter into force from the date of receipt by the Buyer of the Seller's order confirmation in the form of an invoice. The Agreement shall remain in force until the Parties fully perform their obligations.

9.5 In cases not regulated by this Agreement, the Parties shall be governed by the applicable laws of Ukraine.

9.6 The Agreement is mixed and contains elements of the Contract of Adhesion, the Public Contract, the Contract of Sale and the Service Agreement.

9.7. The offer (offer to conclude this Agreement) is valid indefinitely, subject to the terms and conditions set out in this offer, until the Seller terminates it or replaces the offer with a new version. A change in the terms of the offer does not result in a change in the terms of the Agreement if the Buyer has entered into it before such changes take effect or its termination.

9.8. The Buyer may not propose his own terms but can only join the proposed offer. This AGREEMENT is concluded by the Buyer's acceptance of the offer to conclude the Agreement, containing all the terms and conditions of the Agreement, without concluding a single document, in a simple written form.

9.9. An early withdrawal from the Agreement and amending its terms is possible in the cases stipulated by the Agreement and the current laws of Ukraine.

9.10. In case of any questions and claims from the Buyer, the Buyer should contact the Seller by the phone numbers listed on the Seller's website or by other available means.

9.11. The Parties have agreed that the login and password used by the Buyer when registering on the company's websites is an analogue of his/her handwritten signature.

ADDRESS AND DETAILS OF THE SELLER:

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