

PUBLIC OFFER AGREEMENT (ARRANGEMENT OF DELIVERY)

Trade 44 Sp. z o.o., hereinafter referred to as the “Company”, of the one part, and an individual/individual entrepreneur/legal entity, hereinafter referred to as the “Customer”, of the other part, jointly referred to as the “Parties”, have entered into this Agreement (the “Agreement”) as follows.

The terms and definitions used in this Agreement, the word sense and the meaning of which are understood by the Parties and such understanding is consistent:

Offer shall mean an offer of the Company addressed to the general public concerning the conclusion of this Agreement by accession thereto by way of Acceptance.

Acceptance shall mean the full and unconditional consent of the Customer to accept the Company’s Offer in general, which is manifested in the Customer’s registration actions in the Meest China Personal Account without attaching a signature to this Agreement.

Meest China Personal Account shall mean a section available to an authorized user (Customer) through online access on the Internet on the website www.meest.cn (<https://cab.meest.cn>) or through one of the mobile applications:

- **Meest China Android:**
<https://play.google.com/store/apps/details?id=development.icecream.mymeest>
- **and/or Meest China IOS:**
<https://apps.apple.com/ua/app/mymeest/id1258178131>.

International Delivery Service shall mean a service that consists in the arrangement by the Company of the delivery of the Product/Shipment to the Customer from the territory of the People’s Republic of China (the “PRC”) to the Destination specified by the Customer in the Meest China Personal Account (strictly within the Company’s logistics capabilities).

Destination shall mean the address of the Customer specified in the Meest China Personal Account (strictly within the Company’s logistics capabilities) when finalizing an order, to which the Product/Shipment shall be delivered, or the address of another person designated by the Customer in the Meest China Personal Account, to which the Product/Shipment shall be delivered, or another point specified by the Customer in the Meest China Personal Account (strictly within the Company’s logistics capabilities).

Seller shall mean any individual or legal entity at the Customer’s own choice, which, for a fee, transfers the ownership of the Product to the Customer in the territory of China. Trade 44 Sp. z o.o. - is not a seller/owner/supplier of the Goods.

Commission shall mean the Company’s monetary remuneration for the International Delivery Service (separately for each service), as well as for supplementary services of the Company as part of the International Delivery Service (separately for each supplementary service), which is charged by the Company in the amount (according to the Company’s Tariffs) and using one of methods provided for on the website www.meest.cn or in mobile applications Meest China Android/ Meest China IOS or in this Agreement, as well as taking into account the Loyalty Program, which is posted on the website www.meest.cn.

Product shall mean a tangible object purchased by the Customer in the territory of the PRC; or a tangible object that was purchased by the Customer in the territory of the PRC and delivered to the warehouse of the International Representative Office in the name of the Customer/another person designated by the Customer in the Meest China Personal Account; or a tangible object, information on which is contained in the Meest China Personal Account or online stores www.taobao.com, www.1688.com, www.tmall.com, www.yangkedou.com. Trade 44 Sp. z o.o. - is not a seller/owner/supplier of the Goods.

International Postal Exchange Office (IPEO) shall mean a production unit of a postal service company that performs processing of IPIs, their presentation to the customs authority for customs control and customs clearance, as well as sending IPIs to their destination.

IPIs shall mean international postal items, packed and executed in compliance with the requirements of the acts of the Universal Postal Union and the Terms of Postal Services,

accepted for carriage in the People's Republic of China (PRC), sent to Ukraine (or another country, taking into account the Company's logistic capabilities), as well as those moved across the territory of Ukraine in transit by a postal service provider.

Shipments shall mean a Product/Products (except for those prohibited by the laws of Ukraine, the Seller's country, transit countries), packed and prepared for shipment in compliance with the requirements of the laws of the PRC and the country of destination, which are accepted by the Company in the territory of the PRC, processed and forwarded by the Company to the Customer (another person designated by the Customer in the Meest China Personal Account) to the country of destination chosen by the Customer (strictly taking into account the Company's logistic capabilities) – gross weight within the existing standards and requirements of the Company.

International Representative Office shall mean a warehouse, the address of which is specified by the Customer for the delivery in the Meest China Personal Account (within the Company's logistic capabilities).

Oversized shall mean a Shipment, the weight and/or dimensions of which exceed the maximum parameters of weight and dimensions approved by the Company, and therefore are forwarded only upon prior informing by the Customer and confirmation by the Company, taking into account the fact that such a Shipment cannot be consolidated with other products and it may be forwarded solely as a separate parcel.

CN 23 shall mean a customs declaration form, which is generated automatically in the Meest China Personal Account by consolidating the data entered by the Customer.

Carrier shall mean a transport and logistics company that receives the Shipments handed over by the Company to the Customer/another person designated by the Customer in the Meest China Personal Account.

Meest China Standard Terms of Service (Meest China STS) shall mean a total of provisions and instructions for using the Meest China Personal Account, posted on the website www.meest.cn or in mobile applications Meest China Android/ Meest China IOS.

Delivery balance shall mean a function in the Meest China Personal Account, through the use of which the Customer can receive a refund from the Company in cases provided for by this Agreement.

Meest China Standard Terms and Conditions of Service (Meest China STC) shall mean a total of provisions and instructions for using the Meest China Personal Account, posted on the website www.meest.cn or in mobile applications Meest China Android/ Meest China IOS.

All terms and definitions in this Offer used in the singular, shall also be used in the text in the plural with identical semantic and legal meaning.

SECTION I. SUBJECT MATTER

1.1. According to this Agreement and on the terms determined thereunder, the Company renders the International Delivery Service to the Customer.

At the Customer's own choice and for an additional fee (according to the Company's Tariffs and taking into account the Loyalty Program), the Company can also render supplementary services to the Customer, the list of which is determined by this Agreement/website www.meest.cn/ mobile applications Meest China Android/ Meest China IOS/ Meest China Personal Account.

1.2. The international delivery service, as well as supplementary services of the Company, shall be paid by the Customer in US dollars through the payment systems IPS, UzCard.

The Customer gives full and unconditional consent to the debiting of funds from the Customer's bank card through one of the payment systems: IPS, UzCard. Before making payment through the payment systems referred to in this clause, the Customer agrees to familiarize with the terms and rules of the payment systems IPS, UzCard.

When making any payment in favor of the Company, the Customer shall additionally pay all possible commissions of banks, payment systems, correspondent banks, currency conversion

commissions, as well as other possible commissions of payment systems used by the Customer to make payments.

1.3. The Customer confirms without reservation that the official channel of communication with the Customer will be the Customer's email address indicated by the Customer upon registration in the Meest China Personal Account.

The Customer confirms that any email from the Company shall be deemed received by the Customer in due time and in proper manner at the time of sending such an email from the Company to the Customer's email address, specified by the Customer upon registration in the Meest China Personal Account. In the event of change of email address, the Customer agrees to immediately inform the Company to that effect by sending a message to the Company's email address support@meest.cn.

The Parties have agreed that the Company may inform the Customer of the progress of the services by changing the status of the Customer's order in the Meest China Personal Account.

1.4. The Customer agrees to keep all the documents confirming payment for the Company's services/payment for the Product until the Customer or another person designated by the Customer in the Meest China Personal Account receives the Product/Shipment directly at the Destination specified by the Customer in the Meest China Personal Account.

1.5. At the time of execution of this Agreement, the Customer confirms that the Customer has familiarized (on the website www.meest.cn/ in mobile applications Meest China Android/ Meest China IOS/ in the Meest China Personal Account and agrees with: the Company's Loyalty Program; the Company's Tariffs; the Company's list of Supplementary Services; the List of Products Prohibited for Transportation by Postal/Courier Services; the Terms of Customs Clearance of Products; the List of Prohibited Products; the Meest China STC; the Complaint Handling Policy.

Any services of the Company are rendered to the Customer on the basis of and taking into account the provisions (clauses) of this Agreement, as well as the Company's Loyalty Program, the Company's Tariffs, the Company's list of Supplementary Services, the List of Products Prohibited for Transportation by Postal/Courier Services; the Terms of Customs Clearance of Products; the List of Prohibited Products; the Meest China STC; the Complaint Handling Policy published on the website www.meest.cn/ in mobile applications Meest China Android/ Meest China IOS/ in the Meest China Personal Account.

The Customer agrees to independently monitor on the website www.meest.cn/ in mobile applications Meest China Android/ Meest China IOS/ in the Meest China Personal Account, all and any amendments made by the Company to the Company's Loyalty Program, the Company's Tariffs, the Company's list of Supplementary Services, the List of Products Prohibited for Transportation by Postal/Courier Services; the Terms of Customs Clearance of Products; the List of Prohibited Products; the Meest China STC; the Complaint Handling Policy.

Amendments shall be deemed made public (published) and enter into force for both the Company and the Customer from the time of publication on the website www.meest.cn/ in mobile applications Meest China Android/ Meest China IOS/ in the Meest China Personal Account. The Company also may notify the Customer of such amendments in a message sent to the Customer's email address indicated by the Customer upon registration in the Meest China Personal Account.

1.6. The Company may, without any negotiation with the Customer and without a notice, engage any third parties that are not a Party to this Agreement, to perform its obligations under this Agreement for any type of the Company's services.

1.7. The funds paid by the Customer to the Company can be refunded in compliance with the Complaint Handling Policy, provisions of this Agreement and only in case of loss or damage to the Product.

The funds are returned to the Delivery Balance in the Customer's Meest China Personal Account. Upon request of the Customer and in agreement with the Company, the refund can be made to the Customer's bank card, for which purpose the Customer shall write a letter to the Company either to email address support@meest.cn, or in the Company's chat. Refunds shall be made to the card with which payment has been made.

For Customers who are citizens of Ukraine, a refund can be made to a non-currency (hryvnia) bank card of the Customer or to the card from which payment has been made - at the discretion of the Company and taking into account the restrictions of the National Bank of Ukraine in force at the time of the return.

The Company may make refund to the Customer by any legal means in the territory of the country of which the Customer is a resident.

1.8. Any losses, damage, harm or additional expenses that the Customer may incur due to the Company's performance of this Agreement shall not be indemnified by the Company, unless otherwise provided for by this Agreement.

1.9. The Company shall not be liable for any expenses of the Customer, losses, damage or harm that may be caused to the Customer as a result of using the Company's services.

The Company shall not be liable for any expenses, harm, damage or losses caused to the Customer as a result of using or inability of using by the Customer of the Company's services for technical reasons, including, but not limited to: errors, omissions, interruptions in the operation of the website www.meest.cn/ mobile applications Meest China Android/ Meest China IOS/ Meest China Personal Account; deleting files, changing the functions of the website www.meest.cn/ in mobile applications Meest China Android/ Meest China IOS/ Meest China Personal Account; software defects, delays in the operation of the website www.meest.cn/ mobile applications Meest China Android/ Meest China IOS/ Meest China Personal Account; when transmitting data, when making changes to the website www.meest.cn/ in mobile applications Meest China Android/ Meest China IOS/ Meest China Personal Account, etc.

The Company shall have the right not to consider the Customer's claim regarding the blocking of the Meest China Personal Account.

1.10. The Company shall not be liable for the actions of related divisions and services used to render services to the Customer that are not owned by the Company, including, but not limited to: banks, post offices, Internet providers, postal services, payment systems, etc. as well as for any actions of the Seller regarding the Goods (including packaging by the Seller in one parcel/shipment of Goods that have been ordered/paid for by the Customer and other persons, and regarding sending in one parcel/shipment of Goods ordered/paid for by the Customer and other persons)..

1.11. The Parties have agreed that the Customer will use the Customer's Meest China Personal Account strictly in person. Any negotiations with the Company regarding the Company's services, as well as regarding any situations that may arise in the process of rendering services by the Company to the Customer, shall be conducted by the Customer strictly in person, except as required by law that applies to this Agreement.

The Customer manages parcels, shipments, orders independently using the functionality of the Meest China Personal Account.

1.12. The Company's customer support service renders only consulting services to the Customer. When consulting the Customer, the Customer Support Service can only announce the reference cost of the Company's services. The cost of any delivery will depend on the weight, size and other parameters of the Product. The cost of delivery of a parcel can range from 8.5 to 600 US dollars – if the Customer chooses delivery by air, and from 5.8 to 300 US dollars – if the Customer chooses delivery by sea.

This offer of the Company can be approved (accepted) by the Customer only in full by way of accession thereto. Accession of the Customer to this offer in part shall be impossible.

SECTION II TERMS AND PROCEDURES OF INTERNATIONAL DELIVERY SERVICE

2.1. The Company renders to the Customer the service of arranging the international delivery of Product/Shipments purchased by the Customer in the territory of the PRC and delivers the Shipments to the Destination specified by the Customer in the Meest China Personal Account (strictly within the Company's logistic capabilities).

2.2. The Company agrees, on the terms and in the manner determined by this Agreement

and the Meest China STC, to render to the Customer the International Delivery Service, and the Customer agrees, on the terms and in the manner determined by this Agreement and the Meest China STC, to accept and pay for the above service.

2.3. As part of the International Delivery Service, one or more of the following services may be rendered to the Customer (simultaneously):

2.3.1. providing the Customer with the address of the warehouse of the International Representative Office to arrange the delivery of Shipments (purchased by the Customer in the territory of the PRC) to the address indicated by the Customer in the Meest China Personal Account;

2.3.2. the service of accepting Shipments at the warehouse of the International Representative Office;

2.3.3. Shipment processing service, which includes the use of all types of supplementary services provided for by this Agreement/specified on the website www.meest.cn/ in mobile applications Meest China Android/ Meest China IOS/ Meest China Personal Account, including their storage and dispatch;

2.3.4. the service of delivery of a Shipment from the warehouse of the International Representative Office to the IPEO of Ukraine in Lviv;

2.3.5. the service of hand-over of a Shipment from the IPEO to the carrier to ensure the delivery of the Shipment to the Customer in the country of destination;

2.3.6. the service of delivery of documents for customs clearance of Shipments.

The Customer confirms the Customer's fullest understanding that the International Delivery Service will comprise one or more types of services described in this clause of the Agreement (clause 2.3., Section II), which will be selected by the Customer, which, as a result, will form the cost of the International Delivery Service in each particular case.

2.4. Rights and Obligations of the Company

2.4.1. The Company agrees to render to the Customer the service of adequate quality in the manner determined by this Agreement and the Meest China STC;

2.4.2. Upon request of the Customer made in compliance with the Complaint Handling Policy, the Company may decide on reclamation and compensate the Customer for losses incurred.

2.4.3. The Company may unilaterally suspend the provision of the International Express Delivery Service in the event of breach by the Customer of the terms of this Agreement and/or the Meest China STC. Any losses, damage or harm of the Customer in this instance shall not be indemnified by the Company.

2.4.4. The Company may, without any negotiation with the Customer and without a notice, engage any third parties that are not a Party to this Agreement, to render the International Delivery Service (including, but not limited to: freight forwarders, carriers, customs brokers, post offices, companies rendering postal services, etc.).

2.4.5. The Company, where necessary and solely for the purpose of performing its obligations under this Agreement, may request from the Customer, and the Customer is required within 24 hours to provide additional documents confirming the identity of the Customer and/or the identity of a person in whose name/to whose address the Customer has sent the Shipment, as well as the legality of the purchases made and of the use by the Customer of the bank card with which the payment has been made.

The demand by the Company for additional documents and information from the Customer and the Customer's obligation to provide such information can also be applied by the Company with the purpose of preventing illegal actions with bank cards.

2.4.6. The Company's warehouse in the PRC shall not be obliged to dispatch the Customer's Shipment on the nearest dispatch date. The Company's warehouse in the PRC may change the date of dispatch of the Shipment with no reason given. The Parties have agreed that

in this instance the Company shall not indemnify the Customer for losses, damage or harm arising from such circumstances, nor shall it pay any compensation.

2.5. Rights and Obligations of the Customer

2.5.1. The Customer shall be obliged within the period set by this Agreement and any manner specified on the website www.meest.cn/ in mobile applications Meest China Android/ Meest China IOS/ Meest China Personal Account or in this Agreement to pay the Company for the International Express Delivery Service.

2.5.2. The Customer shall provide to the Company and/or to the International Representative Office reliable information on the content of the Shipment and on other characteristics thereof.

2.5.3. The Customer shall indemnify for losses, damage or harm caused to the Company and/or to third parties engaged by the Company to perform obligations under this Agreement, as a result of the provision by the Customer of false (unreliable) information on the content/nature of the Shipment or personal data of the user of the Meest China Personal Account;

2.5.4. The Customer shall not have the right to use the International Express Delivery Service for transportation of any items or substances indicated in the List of Products Prohibited for Transportation, as well as of any items or substances, the turnover of which is restricted or prohibited, as well as with the purpose of illegal actions/crimes.

2.5.5. The Customer may request from the Company information on the progress and stages of the Company's performance of the International Express Delivery Service by sending a message to the Company's chatbot or by calling the Company's phone number indicated on the website www.meest.cn. The Parties have agreed that if the Customer has any complaints or claims, the Customer agrees to send the Company a letter to email address: support@mest.cn.

2.5.6 If the Client does not pick up the Goods or the Shipment within the established storage periods, they are disposed of, to which the Client gives full and unconditional instructions and consent. The Parties have agreed that in this case, losses, damages and harm caused to the Client shall not be reimbursed by the Company.

The established periods of storage in the warehouse are:

- One (1) month for consolidation items and unpaid parcels;
- Two (2) months for unidentified (unregistered) items.

2.5.7. The Customer undertakes to satisfy at his/her own that the Goods will be packed and shipped by the Seller in a separate package and in a separate parcel/Shipment (not with the Goods ordered by other persons).

2.5.8. Packaging and/or sending by the Seller in one parcel/Shipment of Goods that have been purchased (ordered) by the Customer and other persons is outside the scope of responsibility of the Company, as is the subsequent organisation of delivery of such Goods/Shipment by the Company to any destination point. In case of such actions by the Seller, the Company shall bear no responsibility for the receipt of the Goods/Shipment by the Customer.

2.6. Cost of Services and Settlement Procedure

2.6.1. Tariffs for the International Delivery Service provided by the Company, as well as tariffs for supplementary services, are published by the Company on the website www.meest.cn/ in mobile applications Meest China Android/ Meest China IOS/ in the Meest China Personal Account. The Customer shall be obliged to independently track all changes in this regard on the website www.meest.cn/ in mobile applications Meest China Android/ Meest China IOS/ in the Meest China Personal Account.

2.6.2. The final cost of the International Express Delivery Service is formed by summing up the main and supplementary services selected by the Customer and generating the corresponding invoice in the Customer's Meest China Personal Account.

2.6.3. In the event of incorrect payment by the Customer, the latter, with the view to return the funds, shall contact the Company's Support Service at the email address: support@meest.cn.

2.6.4. The cost of the service of delivery of a Shipment from the warehouse of the International Representative Office to the Destination shall be calculated according to the estimated and volumetric weight (according to the formula indicated on the website

www.meest.cn) formed by the Customer after it has been processed by the warehouse personnel at the Customer's direction, taking into account the weight of package.

2. 7. Liability of the Company

2.7.1. The liability of the Company shall be limited by this Agreement and the Complaint Handling Policy published on the website www.meest.cn;

2.7.2. The Company shall not be liable for:

2.7.2.1. shortage of Shipment (in terms of quantity of items contained) or mismatch of the enclosure with the description with the integrity of the outer packaging and/or if the package has been executed for delivery as "One-Click Shipment" (Ready Cargo);

2.7.2.2. damage or internal shortage of the Shipment (in terms of quantity of items contained) that occurred due to non-compliance by the Customer and/or the Seller with the requirements for its packaging and/or labeling, if the package has been executed for delivery as "One-Click Shipment" (Ready Cargo);

2.7.2.3. non-observance of the dates of delivery of the Shipment to the IPEO of Ukraine due to improper execution of the Shipment by the Customer in the Meest China Personal Account or CN 23, which is governed in the Meest China STC;

2.7.2.4. damage to the Shipment, absence of the Product (part thereof) in the Shipment that occurred as a result of its arrival at the warehouse of the International Representative Office and/or its transfer for transportation without specifying in the shipping documents of its special properties, characteristics that require special conditions or actions for its safety and integrity during transportation and/or storage.

2.7.2.5. loss of the Shipment (part thereof) if it is established that such a fact has been recorded after the delivery of the Shipment to the Customer or a person designated by the Customer in the Meest China Personal Account, whereas the following conditions have been met: the order has been accepted and the Shipment has been delivered in compliance with all requirements in place, therewith, there is no external damage to its packaging.

2.7.2.6. damage to the Shipment during its transportation, which was caused by its repackaging during its separation and/or removal of additional packaging upon request of or as agreed with the Customer;

2.7.2.7. packaging and/or sending by the Seller in one parcel/Shipment of Goods that have been purchased (ordered) by the Customer and other persons. Such cases are outside the scope of responsibility of the Company, as is the subsequent organisation of delivery of such Goods/Shipment by the Company to any destination point. In case of such actions by the Seller, the Company shall bear no responsibility for the receipt of the Goods/Shipment by the Customer.

2.7.3. The Company shall not be liable for any possible consequences (including damage to the Shipment, deformation, etc.) in the event that the Seller uses improper packaging of the Shipment (packaging that does not conform to the features of the Shipment, its weight or standards in place, technical specifications, requirements for the packaging of the Shipment) and in the absence of special labeling.

2.7.4. The Company shall not be liable for losses, damages or harm caused to the Customer as a result of using the International Delivery Service, regardless of the nature of their origin.

2.7.5. The Company's liability for the safety of the Shipment shall cease at the time of hand-over to the Customer or to a person designated by the Customer in the Meest China Personal Account.

2.7.6. When the Customer dispatches the Shipment, the content of which is classified as prohibited for importation into the country, of which the Customer is a resident/the country which is the Destination/transit countries, the Company may refuse to render services to the Customer. In this case, the Customer's claims regarding the non-delivery of the Shipment or confiscation thereof shall not be accepted by the Company, nor shall the cost of the Company's services be repaid to the Customer. The Parties so agreed at the time of execution of this Agreement, consider this clause to be fair and made a commitment to comply therewith.

2.7.7. The Company shall not be liable for the quality of the Product, the quantity of the Product within the Shipment, the compliance of such Product with the Customer's representations,

as well as for any other parameters of the Product, since the above is not included in the Company's services under this Agreement.

The Company may be liable for the quantity of the Product within the Shipment only if the Customer has additionally ordered and paid for the Company's service of checking the Product before packing it into the Shipment.

2.7.8. in the event of damage to the contents of the Shipment through the Company's fault, the Company shall pay the Customer compensation in the amount established by the Complaint Review Department of the carrier chosen by the Customer when executing the Shipment, or by the Company within the declared or insured value, but no more than 100 (one hundred) euros. The Company will not provide any compensation or refund in cases where the Customer's Shipment has been lost in the PRC due to the circumstances of insuperable force (force majeure), the list of which is established by Section IV of this Agreement; in the event that upon delivery of the Shipment directly to the Customer (or another person designated by the Customer in the Meest China Personal Account) to the delivery address indicated in the Meest China Personal Account, there was an arrest, detention, confiscation, expropriation of the Product/Shipment or delay in the delivery of the Product/Shipment by public authorities of the countries through which the Product/Departure is transported, including the country of final destination in compliance with the consignment note, as well as transit countries.

2.7.9. The Company shall not be liable for non-compliance with the dates of delivery of the Shipment to the International Postal Exchange Office in Ukraine due to improper filling in of data by the Customer in the Meest China Personal Account and/or if the Customer entered data that do not comply with the Meest China STC.

2.7.10. The Company shall not be liable for the safety of the contents of the Shipment in the event that the accompanying documents do not contain the special properties of the Product that require special conditions or precautions for its safety during transportation or storage.

2.7.11. The Company is not responsible for delivery times if the Customer's parcel has been detained for inspection by the customs service of any of the countries. In this case, the parcel may be detained for inspection for 90 days.

2.7.12. Any image of the Goods (including trademarks of the Goods) contained on the website www.meest.cn / in the Meest China Android mobile application shall be published automatically as a consequence of downloading links to the relevant advertisements for the Goods on the websites www.taobao.com, www.1688.com. The presence of images of any Goods (including trademarks of the Goods), on the website <http://www.meest.cn/> www.meest.cn / in the Meest China Android mobile application is due to the software operation and not the action of the Company regarding uploading and posting of images of these Goods for the purpose of direct sale by the Company.

2.8. Customer's Liability

2.8.1. The Customer shall be absolutely liable for losses, harm or damage caused to third parties, whose Shipments were transported or stored along with the Customer's Shipment, which contained any type of chemical substances, acids, any other dangerous/unsafe chemical compounds/elements inside.

2.8.2. In the event of application of financial sanctions, fines, penalties, forfeits or other financial charges provided for by the Customs Code of Ukraine/other countries and other regulations of Ukraine/other countries in relation to the Company and/or third parties engaged by the Company to perform its obligations, which arose as a result of the provision by the Customer of incomplete and/or unreliable information, documents, other violations on the part of the Customer, as well as in connection with the untimely provision by the Customer of the documents and/or information necessary for declaring, the Customer shall bear absolute liability towards the Company in the form of a fine equal to the amount of a financial sanction applied to the Company (or to third parties engaged by the Company to perform obligations under this Agreement), or the amount of other types of financial liability applied to the Company or to third parties engaged by the Company.

2.8.3. The Parties have agreed that the Company's obligations towards the Customer shall be deemed completed, and the International Delivery Service rendered in full at the time of receipt by the Customer or a person designated by the Customer in the Meest China Personal Account of

the Shipment at the Destination specified by the Customer in the Meest China Personal Account.

SECTION III. CLAIMS AND RETURNS

3.1. If the Customer's Shipment has been damaged, as well as if the Customer has other claims regarding the Shipment received, the Customer may file a claim in the name of the Company within 3 (three) calendar days from the date of receipt of the Shipment by the Customer or by a person designated by the Customer in the Meest China Personal Account. The claim shall be sent by the Customer to the email address support@meest.cn.

3.2. The standard time for reviewing the claim is 10 business days. This period may be extended by the Company unilaterally if third parties (related services, contractors, etc.) are engaged to review the Customer's claim.

3.3. If the Shipment is received with damage to the outer packaging or the contents of the Shipment, the Customer shall draw up an appropriate report and file a claim directly to the carrier in the presence of its representative.

3.4. Herewith, the Customer is informed that the period of storage of the Shipment in the office of the customs authority is 1 month from the date of receipt and can be extended up to 2 months upon written request of the Customer. If within the above period the Customer (or a person designated by the Customer in the Meest China Personal Account) cannot provide confirmation of the value of the Product contained in the Shipment or complete customs clearance, the Shipment will be forwarded back to the Sender's warehouse in the PRC.

In addition, the Customer agrees to pay the cost of arranging the delivery of such a return to the PRC. The cost of return: 7 US dollars per kg of Shipment plus 8 US dollars for arrangement of the dispatch.

3.5. If the Customer (or a person indicated by the Customer as a consignee in the Meest China Personal Account) is not satisfied with the cost of customs duties in Ukraine, the Customer may refuse to pay the same. The Customer shall manage the above issues independently with customs brokers. This function is not included in the list of the Company's services. The Shipment may be returned to the PRC by the Customer, subject to payment by the Customer for the relevant Company's services.

3.6. Herewith, the Customer is informed that the time of processing of a Shipment that has been returned from Ukraine may be up to 3 calendar months.

SECTION IV. FORCE MAJEURE

4.1. Both Parties shall be released from liability for partial or complete non-performance of obligations under this Agreement, if such non-performance resulted from force majeure circumstances.

Force majeure (circumstances of insuperable force) shall mean extraordinary and inevitable circumstances that objectively make it impossible to perform obligations (both in full and in part) under this Agreement, including, but not limited to:

- war, threat of war, armed conflict or a serious threat of such conflict, including, but not limited to blockade, embargo, actions of foreign enemy, nation-wide military mobilization, hostilities, declared and undeclared war, military and anti-terrorist operations, public unrest, acts of terrorism, sabotage, piracy, civil commotion, foreign invasions, blockade, revolution, coup d'état, riot, insurrection, civil disorder, civil war, acts of civil disobedience, man-made disasters, nuclear disasters, pandemics, use of biological/bacteriological weapons;
- announcement of a state of emergency, public emergency, quarantine, curfew in the state;
- exceptional weather conditions, including, but not limited to, natural disasters, earthquakes, floods, tsunamis, tornadoes, severe storms, cyclones, hurricanes, frosts, freezing of the sea, freezing of straits, freezing of ports, freezing of passes, lightnings, fires, droughts, soil subsidences, landslides; heavy fogs, heavy snowfalls;
- annexation of territories, occupation of territories;
- prohibition (restriction) of exportation/importation, sanctions, embargo, closure of sea

- straits, closure of air zones/spaces for flight;
- expropriation, forced withdrawal of property, seizure of enterprises, requisition, public protest marches, blockade, strike, accident;
 - unlawful criminal actions of third parties, which resulted in a fire, explosion, interruptions in the operation of transport, as well as other illegal actions of third parties that may affect the performance of obligations;
 - changes in legislation of transit countries, sanctions, blocking/mining of ports/sea and river water areas and straits, changes in systems and currencies of payments between countries, changes in supply chains and/or systems;
 - internet and cellular disruptions due to power outages and illegal/criminal acts of third parties against critical infrastructure facilities;
 - regulatory legal acts of public authorities and/or local government bodies, state laws that change the existing procedure of operation of any mode of transport, communications, banks or the procedure of performance of obligations under any foreign economic transactions.

4.2. A Party that has faced force majeure circumstances is required to immediately notify the other Party of the occurrence of such circumstances. If the Company faces force majeure circumstances, the Company shall notify the Customer to that effect by sending a message to the Meest China Personal Account (or by updating the status in the Meest China Personal Account) or to the Customer's email address indicated by the Customer upon registration in the Meest China Personal Account. If the Customer faces force majeure circumstances, the Customer shall notify the Contractor to that effect to email address support@meest.cn.

4.3. A document issued by an authorized body of the country in the territory of which such force majeure circumstances arose shall be a document confirming the occurrence of force majeure circumstances. The Parties have also agreed that if the Company faces force majeure circumstances, then a document confirming such circumstances can be issued not only to the Company, but also to a third party that has been engaged by the Company to perform obligations under this Agreement, and such a document shall be accepted by the Customer as a proof.

If a force majeure event constitutes a fact of common knowledge (indisputable circumstances), then the provision of any documents confirming such force majeure event is not required (dispensation with the burden of proof).

If force majeure circumstances last longer than 6 (six) months, then either Party may repudiate this Agreement unilaterally. In this case, neither Party will be entitled to indemnity by the other Party for possible losses, damage or harm.

SECTION V. DISPUTE SETTLEMENT; GOVERNING LAW

5.1. The Parties shall settle any disagreements and disputes related to the performance of this Agreement through negotiations.

5.2. Should it be impossible to settle disputes through negotiations, such disputes shall be resolved under the current statutory procedure of Ukraine with the application of the statutory standards of Ukraine and in the territory of Ukraine.

SECTION VI. CONFIDENTIALITY. PERSONAL DATA

6.1. Information and any data received from the Customer under this Agreement may be used by the Contractor solely for the performance of obligations under this Agreement.

6.2. The Customer gives full and unconditional consent to the Company to contact the Customer (by mobile phone, by email) to clarify any issues related to the provision of services by the Company to the Customer under this Agreement. The Customer additionally gives consent to the Company to use personal data provided by the Customer and their processing with a view to perform the Company's obligations under this Agreement.

6.3. The Customer confirms that the Customer understands to the fullest extent that the Company does not store the data of the Customer's bank cards, expiration dates of such cards, as well as CVV codes to such cards. All of the above data are stored in payment systems that are used

to pay for the Company's services.

6.4. The Company does not have a database of personal data of customers, nor does the Company store or distribute such data.

SECTION VII. MISCELLANEOUS

7.1. Capitalized terms and definitions used in this Agreement are specific terms and definitions and shall have the meaning that is defined for them in this Agreement, both in the single and in the plural.

7.2. This Agreement shall be deemed concluded between the Parties at the time of registration of the Customer in the Meest China Personal Account (acceptance).

The Agreement shall be valid from the date of execution until the Parties perform their obligations under this Agreement in full.

The Company may amend this Agreement unilaterally. Such amendments shall be made by the Company without any additional notice to or the consent of or negotiation with the Customer.

In the event of amendments to the Agreement, the Company publishes a new version thereof (as amended) on the website www.meest.cn/ in mobile application Meest China Android/ Meest China IOS/ in the Meest China Personal Account.

Amendments shall be deemed to have taken effect from the date of publication of a new version of the Agreement on the website www.meest.cn/ in mobile application Meest China Android/ Meest China IOS/ in the Meest China Personal Account.

The Company strongly recommends that the Customer, before making any new (repeated) order for the Company's services, familiarize with this Agreement on the website www.meest.cn/ in mobile application Meest China Android/ Meest China IOS/ in the Meest China Personal Account.

Placement by the Customer of any new (repeated) order for the Company's services shall be regarded by the Company as a confirmation of familiarization and consent of the Customer with the amendments made by the Company to this Agreement and accession to such amendments.

7.3. The Parties confirm that the content of this Agreement does not conflict with the moral basis of society or civil law; the persons who have entered into this Agreement have civil capacity to the extent required; the declaration of intent of the Parties to the Agreement is free and conforms to their will; the Agreement is aimed at the real onset of legal consequences conditioned thereby; the Agreement does not disturb the public order; the Agreement has not been entered into as a result of an error, under severe circumstances or on extremely disadvantageous conditions; the Agreement has not been entered into under the influence of fraud, breach of trust or violence; the Agreement has not been entered into as a result of a malicious arrangement between a representative of one Party and the other Party; the meaning of all words, terms and definitions in this Agreement are understood by the Parties, and such understanding is consistent.

7.4. The Parties confirm that this Agreement conforms to their will and is concluded by them voluntarily without any influence of third parties. Persons who have entered into this Agreement are of sound mind and memory. The Parties confirm that the Agreement is concluded on the terms favorable for each of the Parties.

SECTION VIII: DETAILS OF THE COMPANY

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