

# Wildberries Online Store Policy

## 1. Definitions

1.1. **Seller** – Wildberries s.r.o. with its registered office in Špitálska 2203/53, 811 01 Bratislava, Slovakia, registered with the Commercial Registry of District Court Bratislava I under clause Sro, insert No. 139435/B, company ID No: 52491714, DIČ: 2121076177, IČ DPH: SK2121076177, email address: helpdesk@wildberries.eu.

1.2. **Customer** – a natural person having full capacity to perform legal acts, a legal person having full capacity to perform legal acts or an organizational unit without legal personality that is granted legal capacity under act of law, who enters into a distance contract with the Seller. When the Customer is not a natural person, it will be deemed that it is represented by a representative authorized to represent the Customer under applicable law.

1.3. **Wildberries** – a service enabling the Customers to view the Seller's offer and to purchase Products via the following site <https://sk.wildberries.eu> or a mobile application: "Wildberries" available for downloading from AppStore and Google Play.

1.4. **Product** – a movable item available through the Wildberries service.

1.5. **Promotional Code** – a special promotional code that authorises one to benefit from a discount for the specified group of Products within specified time.

1.6. **Loyal Customer Discount** – a discount granted to a given Customer upon terms and conditions specified separately. Available discounts can be viewed in "My Discounts" tab.

1.7. **Pick-Up Point** – a pick-up point selected by the Customer for receiving the Products ordered by the Customer. A current list of Pick-Up Points can be found at <https://sk.wildberries.eu/services/free-shipping>.

## 2. Terms and Conditions of Providing the Services

2.1. The Seller will provide the Wildberries service in accordance with the policy.

2.2. In order to access the following website <https://sk.wildberries.eu/> the Customer will have a device with the Internet access supporting the following browsers: Internet Explorer, Google Chrome, Mozilla Firefox, Safari in up to date version.

2.3. To use a mobile application, the Customer should have a mobile device with iOS 10 or Android 5.0 operating system, with the Internet access.

2.4. The application may require periodic updates that will have to be downloaded for its proper operation. Because of technical limitations of the functionality, the accounts offered by a website may not be available through the application.

2.5. The use of specific functionalities of the website or the application may depend on the installation of such software as Java, Java Script and acceptance of cookies.

2.6. The ordering of the Products will require registration. In order to register, it will be necessary to give your email address, telephone number, selecting a password and also going through an authentication procedure required by the Seller. As a result of the registration, the Customer receives the access to his/her/its dedicated account. The Customer may have only one account.

2.7. The Customer may at any time resign from the Wildberries service. For that purpose,

the Customer may contact the Seller by email, at the following address: dpo@wildberries.eu. Deleting a mobile application is not equivalent to deleting the account.

2.8. The Customer cannot deliver any unlawful content.

### **3. Order Placement**

3.1. The content available through the Wildberries service, in particular the Product descriptions and the prices constitute an invitation to receive offers to enter into the contract.

3.2. The Customer may place an order only after logging into his/her own account.

3.3. At the same time the Customer cannot order more than 10 Products or Products with a total value exceeding EUR 2 000. The values are calculated for the orders in progress (not received yet by the Customer).

3.4. Adding a Product to the “Cart” does not entail its reservation. The Customer receives a final confirmation of the availability of the selected Products in the order summary.

3.5. The Customer orders Products using an order form provided by the Seller through the Wildberries service. The order is placed when the Customer clicks on the “Confirm Purchase” button with “with obligation to pay” notice visible on the order form.

3.6. The Seller confirms the placement of the order by the Customer by displaying order details to the Customer and will notify the Customer by an email that the order is accepted for execution.

### **4. Prices and Payment Reimbursement**

4.1. All prices are given in EUR and include all elements such as customs duties and taxes, including VAT (they are total prices).

4.2. The Seller will notify the Customer, at the latest directly before the order placement, about the description of the main characteristics of the Product, accepted payment methods, payment terms, total price for the Products and all additional charges, including charges for additional services.

4.3. The Customer must pay for the order at the time of the order placement. The following types of payment cards are accepted: Visa, MasterCard, Diners, Discover. 4.4. For the processing of online payments, the Seller uses external payment service providers. In order to make a payment, the Customer will be redirected to the website of the selected provider.

4.5. All payment costs are borne by the Customer. Commission fees of external service providers for the use of selected forms of payment by the Customer are covered by the Seller, excluding fees and commissions charged by the bank maintaining the Customer’s bank account.

4.6. The Customer will receive a receipt or a VAT invoice at the time of order delivery.

4.7. If any payments are to be reimbursed in accordance with this policy or applicable law, such payment will be reimbursed using the same payment method and to the same card that was used by the Customer.

## **5. Delivery**

- 5.1. The Seller will notify the Customer about any possible methods and available deadlines of delivery or pick-up of the Products through an order form and dedicated sections on the website and in the mobile application.
- 5.2. The Seller will deliver the Products within not more than 14 business days from the date when the order is placed. Delivery deadline will be specified on the order form.
- 5.3. Delivery of the Product to the Pick-Up Point will be free of charge.
- 5.4. The Product will be kept at the Pick-Up Point for three days from delivery date. If the Customer fails to pick-up the Product within that time, the Seller will notify the Customer by a text message or by an email that the Customer's order will be cancelled if it/he/she fails to pick-it up within the next two days. If after that time the Customer does not pick-up the Product, the Customer's order is cancelled about which the Customer will be notified in a separate email, the Seller will reimburse the Customer for the paid money in accordance with Section 4.7 of the Policy.
- 5.5. The Customer will be each time notified about the expected delivery deadline at the time when a summary of the order is presented. The Customer will also be notified by an email about the order status.
- 5.6. Upon the Product delivery, for verification purposes, a person delivering the Product may request the Customer to present a picture ID.

## **6. Product Reviews**

- 6.1. The Customer may post not more than two reviews on each Product purchased by the Customer.
- 6.2. Reviews may regard features or properties of the Product only.
- 6.3. Wildberries does not have an obligation to monitor the reviews published by Customers. Wildberries will be entitled to edit, refuse to publish or delete any review if it deems that it is inconsistent with the rules on writing and posting Product reviews available at: <https://sk.wildberries.eu/services/feedback-posting-rules>.

## **7. Promotions, Discounts and Bonuses**

- 7.1. In order to use a promotional code, the Customer should insert it in a special field in the "Cart" during order placement process.
- 7.2. Only one promotional code may be used for one Product.
- 7.3. Loyal Customer Discounts are provided to a given Customer and cannot be transferred to other persons unless such discounts provide otherwise.

## **8. Complaints**

- 8.1. The Customer may submit a complaint to the following email address: [helpdesk@wildberries.eu](mailto:helpdesk@wildberries.eu), regarding the delivery of the services by the Seller.
- 8.2. The complaint will contain at least a given name and a surname, an email address and a description of the submitted reservations.
- 8.3. The complaints will be examined within 14 days from the date of their receipt by the

Seller. The Customer will be notified about the Seller's decision to the address given upon the complaint submission.

## **9. Withdrawal from the Contract**

The Customers being consumers may exercise the right to withdraw from the contract which is governed by Appendix 1 to this policy.

## **10 Liability for Product Defects**

The Seller is obliged to deliver the Products free of any defects. In case the Customer is a consumer, the Seller will be responsible for their defects subject to the terms and conditions provided under Articles 622 and 623 of act no. 40/1964 Coll, the Civil Code (the „Civil Code”) (statutory warranty for defects (in Slovak “ zodpovednosť predávajúceho za vady ”).

## **11. Personal Data**

The Seller will process the Customer's personal data subject to the terms and conditions set out in the Privacy Policy available at <https://sk.wildberries.eu/services/privacy-policy>.

## **12. Protection of Intellectual Property Rights**

12.1. Any rights, including copyrights and industrial property rights for the Wildberries service or its individual textual or graphic elements, pictures, audio-visual materials, applications, software, tools and data bases, trademarks, logotypes are reserved in favour of the Seller or its partners.

12.2. Copying and dissemination in any form and in any manner whatsoever of any materials displayed on the website without a written consent of the Seller and beyond the limits permitted under law will be prohibited.

## **13. Final Provisions**

13.1. The policy comes into force as of May 22 2020.

13.2. The Seller is entitled to amend this policy in case the scope of the provided services changes. Each amendment will be made in advance, as appropriate.

13.3. The provisions of Slovak law will apply to matters not provided for hereunder.

13.4. Relations arising from this policy and resolution of any disputes related with this policy will be governed by Slovak law. Disputes will be resolved by common court of law of appropriate local jurisdiction. With respect to the disputes with the Customers who are not consumers within the meaning of Article 52 (4) of the Civil Code or Article 2 (a) of the act no. 250/2007 Coll, Consumer Protection Act, the court of appropriate jurisdiction for the Seller's registered office will be competent.

13.5. The Seller encourages the Customers to resolve any potential disputes amicably by contacting: [helpdesk@wildberries.eu](mailto:helpdesk@wildberries.eu).

Notwithstanding the above, the Customers who are consumers are able to resolve disputes electronically through the EU ODR (Online Dispute Resolution) platform which enables submitting complaints and pursuing claims related with the contracts concluded by them – the platform is available at: <http://ec.europa.eu/consumers/odr/>.

The Seller's email address: [helpdesk@wildberries.eu](mailto:helpdesk@wildberries.eu). The consumers may also submit their complaints to alternative dispute resolution („ADR”) entities for the resolution of consumer disputes, including the Slovak Trade Inspection (in Slovak: Slovenská obchodná inšpekcia) at Bajkalská 21/A, 827 99 Bratislava 27, which is the applicable supervisory authority. More information, including the full list of ADR entities may be found on the website of the Slovak Trade Inspection ([www.soi.sk](http://www.soi.sk)).

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## Appendix I

To help us fulfil our obligations, please return the goods (by mail, courier or in person) to any Pick-up Point along with a statement on withdrawal form and payment confirmation (such as a receipt or transaction confirmation). The request is not intended to limit your rights under the consumer law.

**Below please find full information regarding your statutory right of withdrawal.**

### General Information

1. Statutory right to withdraw from the contract vests only in the Customer who is a consumer.
2. The Customer who concluded a distance contract may, within 14 days, withdraw from it without stating any reasons and without incurring any expenses, except for costs specified below.
3. In order to exercise the right of withdrawal, the Customer will submit an unambiguous statement to that extent to the seller - Wildberries s.r.o. with its registered office in Bratislava. The Customer may use the model withdrawal form (below), although it is not mandatory.
4. If the Customer submitted a statement on the withdrawal from the contract before Wildberries confirmed the acceptance of the order for execution, the offer ceases to be binding.
5. The model withdrawal form or any other unequivocal statement to that extent may be made by sending an email to the following address: [helpdesk@wildberries.eu](mailto:helpdesk@wildberries.eu), mail or courier to any Pick-Up Point, electronically on the website through a “Contact with Us”

tab or through Wildberries mobile application, as well as personally at the Pick-Up Point. If the Customer submits the statement electronically, we will confirm its receipt by sending an email. The Customer will bear direct costs of sending the statement by means of mail or courier.

6. The right of the withdrawal from the contract will expire after 14 days from the day on which the Customer came into the possession of the Product or on which a third party other than the carrier and identified by the Customer came into the possession of the Product. The deadline referred to above will be met if the statement of withdrawal is sent prior to its expiry.
7. The right to withdraw will not apply with respect to the contract:
  - a. under which the subject is a Product delivered in a sealed packaging which cannot be returned after opening the package due to health protection or hygienic reasons if the packaging was opened after delivery;
  - b. under which the subject involves sound or visual recordings or computer software delivered in a packaging, if the packaging was opened after delivery;
  - c. under which the subject is a non-prefabricated Product, manufactured according to the consumer specification or to be used to meet its individualized needs;
  - d. under which the subject is a Product which after delivery, because of its nature, is inseparably connected with other items;
  - e. under which the subject is a Product which goes bad quickly or has short shelf life;
8. At the time when the contract is withdrawn from, any related additional contracts concluded by the Customer expire if based on such contracts any obligation is performed by Wildberries or a third party on the basis of an agreement with Wildberries.

### **Consequences of the Withdrawal**

1. Wildberries, will immediately, not later than within 14 days from the date when the statement on the withdrawal from the contract is received, reimburse the Customer for all payments made by the Customer, including the costs of delivery (with the exception of the supplementary costs resulting from the Customer's choice of a type of delivery other than the least expensive type of standard delivery offered by Wildberries).
2. The reimbursement will be carried out using the same means of payment as the Customer used initially unless the Customer expressly agreed to other means of payment which do not involve any costs for the Customer.
3. The Customer will return the Product to any of the Pick-Up Points immediately, however, not later than 14 (fourteen) days from the withdrawal date. To meet the deadline it will be sufficient to send the Product prior to deadline expiry. A current list

of the Pick-Up Points may be found at: <https://sk.wildberries.eu/services/free-shipping>.

4. Wildberries may refrain from reimbursing the payment until the earlier of: a receipt of the Product or a delivery of the proof of sending the Product back.
5. The Customer is responsible for the decrease of the Product value arising from its use otherwise than use necessary to identify the nature, features, and operation of the Product.
6. The Customer will bear direct costs of returning the Product (including the cost of its delivery to Wildberries and the cost of returning goods which, by their nature, cannot be returned by post).

## Appendix II Withdrawal Form Template

### Withdrawal Form

To withdraw from the contract, please fill the form and send it to: **helpdesk@wildberries.eu**

alternatively to: Wildberries s.r.o., Tomášikova 7, 821 01 Bratislava, IČ: 52491714, or  
one of the the Pick-Up Points listed here: <https://sk.wildberries.eu/services/free-shipping>.

#### Customer information:

Name

Surname

Address (street name, number, postal code, town name):

Date of purchase (d/m/yyyy):

#### Banking information:

IBAN:

SWIFT/BIC:

Account name:

Bank name:

Bank address:

#### Product information:

Product name	Product number	Quantity	Purchase price
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

I hereby give notice that I withdraw from my contract of sale of the goods listed above.

Place:

Date:

Signature (if the form is sent as a hard copy)