

PUBLIC CONTRACT (OFFER) FOR THE SALE OF TO BE GOODS

Version dated 12 July 2025

Important: This Agreement governs sales of TO BE Goods in Ukraine and international distance sales. If mandatory laws applicable to a Consumer grant rights that cannot be waived or restricted by contract, those mandatory provisions prevail to the relevant extent.

1. GENERAL PROVISIONS

1.1. This Public Contract (Offer) (the “Agreement”) constitutes an offer by Individual Entrepreneur Hanna Mykhailivna Naumenko, operating under the TO BE brand (the “Seller” or “TO BE”), to enter into a contract for the sale of goods on the terms set out below.

1.2. This Agreement applies to orders placed through www.tobeaccessories.com, TO BE’s official social media pages, email, messengers, and at the TO BE showroom/space, unless otherwise expressly agreed by the parties.

1.3. Acceptance of this Offer occurs when the Buyer takes an action that clearly demonstrates an intention to enter into the Agreement, including placing an Order, making full or partial payment, confirming an individual order in writing, or taking another action provided for in the sales process.

1.4. Before placing an Order, the Buyer should review this Agreement. By placing and/or paying for an Order, the Buyer confirms that they have reviewed and accept its terms to the extent that such terms do not conflict with mandatory provisions of applicable law.

1.5. If specific terms of an individual Order agreed by the parties in writing differ from the general provisions of this Agreement, the individually agreed terms shall apply to that Order, provided that they do not restrict mandatory consumer rights.

2. DEFINITIONS AND ORDER CATEGORIES

2.1. “Buyer” means a natural or legal person placing an Order with the Seller. “Consumer” means a natural person purchasing goods for personal purposes not directly related to business activities, as defined by applicable law.

2.2. “Goods” means products offered for sale by TO BE, including gloves, hosiery and sock products, accessories, and other items.

2.3. “Standard Product” means a ready-made or orderable product in a standard model, construction, size, and configuration without individual modifications.

2.4. “Made-to-order Product” means a standard product manufactured after an Order is placed, without individualized changes to its construction, parameters, or design for a particular Buyer.

2.5. “Made-to-measure Product” means a product manufactured according to the individual measurements of a particular recipient.

2.6. “Customized Product” means a product whose standard characteristics are modified at the Buyer’s request, including length, construction, finger length, non-standard color or material, decorative elements, fastenings, or other parameters.

2.7. “Individual Order” means a made-to-measure and/or customized product unless the context indicates otherwise.

2.8. “Gift Certificate” means a document in physical or electronic form with a specified nominal value that confirms the holder’s right, during its validity period, to use the corresponding amount toward full or partial payment for TO BE Goods in accordance with this Agreement.

2.9. “Buyer’s Country of Habitual Residence” means the country in which the Buyer actually and habitually resides at the time the Agreement is concluded. It may differ from the Buyer’s citizenship, the country of the Buyer’s bank or payment card, temporary location, or delivery address.

2.10. “Country of Delivery” means the country to which the Goods are to be delivered at the Buyer’s instruction. The Country of Delivery does not, by itself, determine the law applicable to the Agreement.

3. PLACING AND CONFIRMING AN ORDER

3.1. The Buyer shall provide accurate information required for placing, paying for, manufacturing, and delivering the Order.

3.1.1. For a distance international Order, TO BE may request the Buyer’s Country of Habitual Residence separately from the Country of Delivery. The Buyer shall provide accurate information. This information is used for proper processing of the Order and assessment of mandatory consumer rights and is not the sole or conclusive criterion for determining applicable law.

3.2. For Individual Orders, the Buyer shall provide measurements, photographs, parameters, and other information reasonably requested by TO BE for manufacturing the item.

3.3. The Buyer is responsible for the accuracy of measurements and information provided independently. If TO BE identifies an apparent inconsistency or has reasonable doubts regarding measurements, the Seller may request repeat measurements or additional photographs before production begins.

3.4. An Order is considered agreed once the Seller confirms its essential characteristics and, where applicable, receives the required full or partial payment.

3.5. TO BE may decline to accept a particular new Order where there are objective and lawful grounds, including unavailability of materials, technical impossibility of manufacture, impossibility of delivery, an obvious pricing error, reasonable suspicion of fraud or unauthorized use of a payment instrument, repeated placement of orders without payment, knowingly false information, or another objective circumstance making performance impossible or unlawful.

4. PRICE AND PAYMENT

4.1. The price of the Goods is stated on the website, invoice, payment link, or written Order confirmation.

4.2. The price of an Individual Order may be determined separately based on material, construction, complexity, and the extent of customization.

4.3. Where the parties agree on partial prepayment, the Buyer shall pay the outstanding balance within the period communicated by the Seller and, in any event, before dispatch of the Goods unless otherwise agreed in writing.

4.4. Bank, payment, or currency-conversion charges imposed on the Buyer by the Buyer’s bank or payment intermediary shall be borne by the Buyer unless mandatory applicable law provides otherwise.

4.5. Where a refund is due, TO BE shall return the amount required under this Agreement and applicable law. Fees charged to the Buyer by the Buyer’s bank, payment system, currency-conversion service, or other financial intermediary in connection with receipt of the refund are not reimbursed by the Seller unless applicable mandatory law expressly requires otherwise.

4.6. The Seller shall not deduct its own refund-processing fee from an amount legally due to the Buyer unless such deduction is permitted by law or has been lawfully and expressly agreed in a situation where such agreement is valid.

5. PRODUCTION AND INDIVIDUAL ORDERS

5.1. An estimated production time is communicated when the Order is placed. It may depend on the model, material, complexity, production workload, and the need for additional approvals.

5.2. Production of an Individual Order is deemed to begin when the confirmed Order is transferred to production after TO BE has received the required information and agreed prepayment.

5.3. After production of a made-to-measure or Customized Product has begun, cancellation and refund of prepayment are available only in the cases and to the extent provided by applicable law and this Agreement, taking into account the individualized nature of the item and the Seller's actual costs.

5.4. Characteristics inherent in handmade production and minor technological variations that do not affect functionality, compliance with agreed parameters, or the overall appearance of the item do not, by themselves, constitute a defect.

5.5. Shades of natural leather, textiles, lace, feathers, and other materials may vary slightly between batches. Color display also depends on the settings of the Buyer's screen. Such natural or technically caused differences do not constitute a defect where the Goods correspond to the agreed description and sample within objectively reasonable limits.

6. COMPLETED BUT UNPAID OR UNCOLLECTED ORDERS

6.1. Upon completion of production, the Seller shall notify the Buyer that the Order is ready and, where applicable, state the outstanding balance.

6.2. Within 30 calendar days from the date of such notice, the Buyer shall make the final payment and/or take the necessary steps to collect or arrange dispatch of the Goods.

6.3. If the Buyer fails to do so, TO BE may send a final notice and grant an additional reasonable period for performance.

6.4. After expiry of the initial and additional periods, the Seller may require performance of the Buyer's obligations and reimbursement of necessary and reasonably substantiated storage costs to the extent permitted by law.

6.5. A prepayment for an Individual Order is not automatically treated as a penalty or an amount that is unconditionally forfeited. Its treatment depends on the nature of the Order, work actually performed, materials used, costs incurred, the terms of the specific Order, and mandatory applicable law.

6.6. TO BE is not required to store completed Goods indefinitely and free of charge. The subsequent treatment of uncollected Goods is governed by applicable law; this clause does not give the Seller a right to arbitrarily appropriate or resell property contrary to law.

7. DELIVERY

7.1. Delivery is made using the methods available and agreed when the Order is placed.

7.2. Delivery times communicated by TO BE are estimates unless expressly guaranteed by the Seller. After the shipment is handed to a Carrier, actual delivery time may depend on the Carrier's operations, customs clearance, local holidays, security restrictions, and other circumstances outside TO BE's direct control.

7.3. The Buyer shall correctly provide their name, address, telephone number, postal code, and other necessary information, remain available for delivery, and timely comply with lawful requirements of the Carrier or customs authorities.

7.4. If delivery fails because of incorrect information supplied by the Buyer, the Buyer's refusal or failure to accept the shipment, or failure to complete required import formalities, redelivery and related costs shall be borne by the Buyer unless applicable law provides otherwise.

8. INTERNATIONAL DELIVERY, CARRIERS AND CUSTOMS CHARGES

8.1. International delivery is performed by independent postal, courier, and logistics operators (the "Carrier") whose services TO BE uses to fulfil delivery.

8.2. TO BE is not a postal operator, international carrier, or customs broker and does not physically perform international carriage itself. This provision does not release the Seller from any responsibility that mandatory law places specifically on the seller.

8.3. TO BE is responsible for proper Order assembly, reasonable packaging, the accuracy of information transmitted to the Carrier based on information supplied by the Buyer, and handover of the shipment to the Carrier.

8.4. Customs duties, import VAT, brokerage fees, customs charges, and other charges imposed in the destination country are not included in the price of the Goods or delivery unless expressly stated otherwise when the Order is placed. Such charges are borne by the Buyer.

8.5. TO BE does not control decisions of customs authorities in the destination country, customs-clearance times, or the amount of local import charges.

8.6. The risk of accidental loss or damage passes at the time determined by applicable law. Where mandatory consumer law places delivery risk on the Seller until the Consumer receives the Goods, that rule shall prevail.

9. RETURNS AND EXCHANGES OF CONFORMING GOODS

9.1. The right to return or exchange Goods of proper quality is determined by applicable law, taking into account the category of Goods, the method of sale, and the Consumer's country.

9.2. For purchases governed by Ukrainian consumer law, Goods included by applicable Ukrainian legislation in the list of goods of proper quality that are not subject to exchange/return may not be exchanged or returned, except where the law expressly provides otherwise.

9.3. For distance sales to Consumers in the EU/EEA, mandatory statutory withdrawal rights apply where required by law. Exceptions, including those for goods made to the Consumer's specifications or clearly personalized, apply only to the extent permitted by the relevant law.

9.4. The mere fact that a standard product is manufactured after an order is placed (made-to-order) does not automatically make it a personalized product.

9.5. Where a right of return exists, the Buyer shall notify TO BE within the period prescribed by law or this Agreement and follow the applicable return procedure.

9.6. For the return of conforming Goods, the Goods must not show signs of wear or use, contamination, damage, foreign odors, or other changes to their consumer properties; completeness, labels, and seals must be preserved where their preservation is a lawful condition of return.

9.7. Original packaging and its elements should be preserved to the extent objectively possible after ordinary opening and inspection of the Goods. Careful opening of packaging is not, by itself, an automatic ground for refusing a return where applicable law provides otherwise.

9.8. The Buyer shall provide a receipt, electronic payment document, Order number, or other information allowing the purchase from TO BE to be identified.

9.9. Unless applicable law provides otherwise, the cost of returning conforming Goods in a voluntary or statutory return not caused by a defect or TO BE error shall be borne by the Buyer, provided the Buyer was duly informed of this before conclusion of the contract where such notice is required.

10. DEFECT, NON-CONFORMITY OR TO BE ERROR

10.1. If the Buyer believes that the Goods have a manufacturing defect, do not conform to the agreed Order, or TO BE has sent the wrong model, size, color, or other characteristic, the Buyer should contact the Seller within a reasonable period and provide information and, where possible, photographs/video sufficient for an initial assessment.

10.2. TO BE shall review the claim and offer an appropriate remedy in accordance with the nature of the issue, the Order terms, and applicable law, which may include repair, replacement, price reduction, refund, or another remedy required by law.

10.3. In the event of a confirmed defect or TO BE error, the Seller shall arrange return of the Goods or communicate an agreed method of return shipment.

10.4. Before independently dispatching a return, the Buyer should agree with TO BE on the Carrier, shipping method, and, where possible, cost. Costs incurred without prior agreement shall be reimbursed only up to the pre-agreed or otherwise reasonable amount unless mandatory law requires otherwise.

10.5. TO BE is not required to pay for an arbitrarily selected, most expensive, or disproportionate international return method where applicable law allows the Seller to arrange another reasonable method that is free of charge to the Consumer.

10.6. Nothing in this section limits mandatory statutory guarantee or other rights relating to defective or non-conforming Goods.

11. REFUNDS

11.1. Refunds shall be made using a method corresponding to the original payment method, or another lawful method agreed by the parties, within the time limits established by applicable law.

11.2. Where part of the purchase price was paid using a Gift Certificate, the refundable amount attributable to the Gift Certificate shall be restored to that Certificate's balance, while any part paid by another method shall be refunded using the corresponding payment method, unless mandatory law requires otherwise.

11.3. Bank and payment fees charged to the Buyer, including currency-conversion or incoming-refund charges imposed by the Buyer's financial institution, are not reimbursed by TO BE unless required by law.

12. GIFT CERTIFICATES

12.1. A Gift Certificate is valid for 6 months from the date of purchase unless a different validity period is expressly stated on the Certificate or at the time of sale.

12.2. A Gift Certificate may be used partially. Any unused balance remains available until the end of the Certificate's original validity period.

12.3. If the purchase price exceeds the remaining Certificate balance, the Buyer may pay the difference using an available payment method.

12.4. A Gift Certificate may be used to pay for TO BE Goods, including Standard, made-to-order, made-to-measure, and Customized Products, unless otherwise expressly stated when the Certificate is sold.

12.5. A Gift Certificate does not cover delivery costs unless TO BE expressly provides otherwise.

12.6. A Gift Certificate is not redeemable for cash and is not refundable for cash after purchase, except where a refund is mandatorily required by applicable law.

12.7. Upon expiry, any unused balance is cancelled to the extent permitted by applicable law.

12.8. If a physical Gift Certificate or unique code is lost, TO BE does not guarantee restoration of its nominal value or remaining balance where the Certificate cannot be reliably identified and protected from use by a third party. For an electronic Certificate, blocking or restoration may be considered individually where technically possible.

12.9. Where Goods paid for with a Gift Certificate are lawfully returned, the corresponding amount is restored to the Certificate balance rather than paid in cash, unless applicable law requires otherwise.

12.10. Restoration of a Certificate balance following a return does not, by itself, renew or extend the original six-month validity period unless required by law or separately agreed by TO BE.

13. CARE AND USE

13.1. The Buyer shall follow TO BE's care, storage, and use recommendations applicable to the relevant material.

13.2. Damage caused by improper care, mechanical impact, contact with water, oils or chemicals, improper washing or drying, or other use contrary to recommendations is not considered a manufacturing defect where the circumstances support the causal connection.

13.3. This section does not limit the Buyer's statutory rights in relation to latent or manufacturing defects.

14. RULES OF INTERACTION WITH THE BUYER

14.1. The parties shall act in good faith and communicate respectfully.

14.2. TO BE does not accept insulting, degrading, discriminatory, or threatening conduct, harassment of employees, contacting employees through personal accounts after being asked to stop, systematic spam, or other abuse of communication channels.

14.3. In such circumstances, TO BE may restrict the available communication channels and designate one official written channel for further handling of the Buyer's requests.

14.4. Such measures do not restrict the Buyer's statutory rights concerning an existing contract, purchased Goods, warranty claim, refund, or substantiated complaint.

14.5. Where there are objective and lawful grounds, including confirmed fraudulent conduct, repeated placement of orders without payment, deliberate provision of false information, threats or harassment of employees, material abuse of the ordering process, or other violations that make further interaction unsafe, unlawful, or objectively unreasonable, TO BE may decline to accept subsequent orders to the extent permitted by law.

14.6. Public criticism, a negative review, or the Buyer's lawful exercise of consumer rights does not, by itself, constitute grounds for refusal of future service.

15. CLAIMS, PUBLIC DISPUTES AND PROTECTION OF BUSINESS REPUTATION

15.1. Claims concerning an Order should be sent to anna.naumenko@tobeaccessories.com and should include the Order number and the substance of the claim.

15.2. The parties shall seek first to resolve disputes through good-faith communication and exchange of necessary evidence.

15.3. If the Buyer publishes information concerning an Order, Goods, or interaction with TO BE, the Seller may issue a public response, explanation, or correction and state the factual circumstances for the purpose of protecting its rights and business reputation, to the extent permitted by law.

15.4. TO BE may retain and use documents, information, and communication materials with the Buyer to the extent necessary to handle claims, resolve disputes, establish facts, establish, exercise or defend legal claims, and protect its business reputation.

15.5. Public disclosure of private correspondence, screenshots, or personal data is permitted only to the extent and in the circumstances allowed by applicable law and subject to requirements concerning personal data, confidentiality, and secrecy of correspondence. Where possible, TO BE shall use the minimum disclosure necessary and anonymization.

15.6. Nothing in this Agreement gives either party an unrestricted right to publish the other party's private correspondence.

16. PERSONAL DATA

16.1. The Buyer's personal data is processed to the extent necessary to place and perform Orders, process payments, arrange delivery, provide customer support, comply with legal obligations, handle claims, and establish, exercise, or defend the Seller's lawful rights.

16.2. TO BE may disclose necessary data to payment providers, banks, Carriers, postal operators, customs authorities, or other authorized persons to the extent necessary to perform the Order and comply with law.

16.3. Detailed rules on personal data processing may be set out in a separate TO BE Privacy Policy. In the event of conflict, mandatory data-protection law shall prevail.

17. INTELLECTUAL PROPERTY

17.1. The TO BE designation, website design, texts, photographs, graphics, catalogs, construction-related and visual materials are protected under applicable intellectual property law to the extent such protection applies.

17.2. Purchase of Goods does not transfer to the Buyer any intellectual property rights in designs, photographs, patterns, technical documentation, or other TO BE materials.

17.3. Use of TO BE materials beyond personal non-commercial use and uses permitted by law requires an appropriate legal basis.

18. LIABILITY AND FORCE MAJEURE

18.1. The parties are liable in accordance with this Agreement and applicable law.

18.2. TO BE is not liable for non-performance or delay caused by circumstances objectively beyond the Seller's reasonable control, including hostilities, shelling, emergency power outages, restrictions affecting Carriers, natural disasters, governmental measures, or other force-majeure circumstances, to the extent applicable law permits exemption from liability.

18.3. A party affected by such circumstances should, where reasonably possible, notify the other party and take reasonable steps to minimize their consequences.

18.4. Force majeure does not automatically extinguish existing monetary obligations unless otherwise provided by law or dictated by the nature of the specific obligation.

19. APPLICABLE LAW AND DISPUTE RESOLUTION

19.1. The parties choose the law of Ukraine as the baseline law governing this Agreement, unless otherwise required by mandatory conflict-of-laws rules or other legislation that cannot be excluded by agreement.

19.2. In determining the international nature of a particular Order and the scope of mandatory consumer protection, all legally relevant circumstances shall be considered, including the Buyer's Country of Habitual Residence at the time the Agreement is concluded, the place and method of conclusion of the Agreement, whether the Seller pursues or directs commercial activities to the relevant country, and whether the particular Agreement falls within the scope of those activities.

19.3. The Buyer's citizenship, the country of the Buyer's bank or payment card, payment currency, IP address, temporary location, and Country of Delivery do not, individually, determine the law applicable to the Agreement.

19.4. The delivery address may differ from the Buyer's Country of Habitual Residence. Delivery to another country at the Buyer's request, or delivery in Ukraine to the Buyer or a third party designated by the Buyer, does not by itself change the law applicable to the Agreement.

19.5. Use of a payment card, account, or other payment instrument issued or serviced by a financial institution in another country does not, by itself, constitute a basis for applying the law of that country.

19.6. The choice of Ukrainian law does not deprive a Consumer of protection afforded by mandatory provisions of the law of the Consumer's Country of Habitual Residence, or of another law which, under applicable conflict-of-laws rules, cannot be excluded by agreement.

19.7. In particular, for Consumers habitually resident in an EU/EEA country, mandatory consumer protections of the relevant country apply to the extent required by applicable law, including where TO BE pursues or directs commercial activities to that country and the particular Order falls within the scope of those activities.

19.8. The mere accessibility of the TO BE website from a particular country or the availability of international delivery is not treated by this Agreement as conclusive evidence that TO BE directs its activities to every country worldwide; this issue is determined based on the totality of factual circumstances and applicable law.

19.9. If the Buyer places an Order while temporarily outside their Country of Habitual Residence or requests delivery to a temporary location, that circumstance does not, by itself, change the Buyer's Country of Habitual Residence.

19.10. Disputes shall first be addressed through negotiations and written exchange of positions. If no settlement is reached, the dispute shall be determined by a competent court or other authorized body in accordance with the jurisdiction rules applicable to the particular dispute.

19.11. Nothing in this Agreement limits a Consumer's right to apply to a competent consumer-protection authority or court where such right is provided by applicable law.

20. AMENDMENTS AND SEVERABILITY

20.1. TO BE may amend this Agreement prospectively by publishing a new version on the website.

20.2. A particular Order is governed by the version of the Agreement in force at the time of acceptance, unless an amendment is mandatory due to a change in law or the parties lawfully agree otherwise.

20.3. If any provision of this Agreement is or becomes invalid or unenforceable, the validity of the remaining provisions is unaffected. The relevant mandatory rule or the closest lawful rule consistent with the intended purpose shall apply instead.

20.4. Where this Agreement is made available in another language, the Ukrainian version is the Seller's base version. This does not limit mandatory consumer rights or requirements concerning the language of consumer information that may apply in a particular country.

21. SELLER DETAILS

Individual Entrepreneur Hanna Mykhailivna Naumenko

Entry in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Associations: No. 248000000002044009 dated 27 December 2017

Ukrainian Taxpayer Registration Number (RNOKPP): 3124708649

Single-tax payer, Group 2

IBAN: UA723220010000026000310049596

Bank: JSC UNIVERSAL BANK

MFO: 322001

Address: Apt. 13, 86-A O. Honchara Street, Kyiv, Ukraine

Tel.: +380 50 100 56 87

Email: anna.naumenko@tobeaccessories.com

Website: www.tobeaccessories.com

22. LEGAL FRAMEWORK

22.1. This Agreement has been prepared taking into account, in particular, the Civil Code of Ukraine, applicable Ukrainian consumer-protection legislation, the Law of Ukraine "On Private International Law", the Law of Ukraine "On Personal Data Protection", and other applicable legislation.

22.2. For international distance sales to Consumers in the EU/EEA, account is taken, where applicable, of mandatory rules including Directive 2011/83/EU on consumer rights and Regulation (EC) No 593/2008 (Rome I).

22.3. Official sources for checking the current wording of legislation include the Verkhovna Rada of Ukraine legislative database (zakon.rada.gov.ua) and EUR-Lex (eur-lex.europa.eu).