

PUBLIC OFFER AGREEMENT

This document is a public offer and public agreement and pursuant to Art. 633, 641 and Chapter. 63 of the Civil Code of Ukraine, the terms hereof are the same for all Customers of goods and/or services of Limited Liability Company with foreign investments Clear Water. The exception is agreements concluded on special terms.

According to Part 2 Art. 642 of the Civil Code of Ukraine ordering of goods and/or any service shall constitute acceptance of this offer which shall be deemed to be equivalent to conclusion of the Agreement on the terms set out in the offer.

The agreement shall be deemed to be concluded as of the first order is made, and Limited Liability Company with foreign investments Clear Water shall be deemed to have assumed obligations for supply of goods and/or provision of services specified in the subject matter of the Agreement.

Limited Liability Company with foreign investments Clear Water having the status of the income tax payer on a common basis and value added tax payer according to the Tax Code of Ukraine, represented by the Director General Klochov Serhii Mykolaiovych acting on the basis of the Charter (*hereinafter referred to as the Supplier*), on the one part, and **any individual, legal entity, individual entrepreneur who/which accepted this offer** (*hereinafter referred to as the Customer*), on the other part (*hereinafter referred to as the Parties*), have concluded this agreement (*hereinafter referred to as the Agreement*) as follows.

1. Terms and Definitions

Public Offer — the Supplier's offer addressed to any individual, legal entity, individual entrepreneur according to Art. 633 of the Civil Code of Ukraine, to conclude with him/her/it the agreement for supply of goods and/or provision of services on the terms contained in the public offer.

Acceptance — provision by the Customer of complete and unconditional response (consent) to the Supplier to its offer to conclude the Agreement on the terms stipulated by the public offer, by means of ordering goods and/or services, which shall be deemed to be acceptance by him/her/it of the public offer.

Agreement — a deed for supply of goods and/or provision of services concluded between the Supplier and the Customer on the terms of the Public Offer at the time of acceptance by the Customer of the terms thereof.

Customer — any individual, legal entity, individual entrepreneur receiving goods and/or services from the Supplier on the terms hereof.

Customer's Call-Center — department for work with Customers, which draws up orders.

Order — an order made via websites, including but not limited to <http://www.cwfilter.com.ua/>, <http://www.clearwater.ua/>, via Viber 093 518 3030 or Skype cw3913030 or made by phone call to the Supplier's Call-Center.

Customer's Consent — will expressed by the Customer by any means, including but not limited to performance of actions by him/her/it which may be fixed by the Supplier's equipment (voice, text message, letter to the Supplier's e-mail, signing of the certificate of delivery and acceptance of returnable containers and containers, certificate of lease completed, certificate of works completed/ services rendered, expenditure invoice etc.).

Notice of the Customer — a notice to be sent to the Customer in any form.

Goods — goods which the Customer may order via the websites, including but not limited to <http://www.cwfilter.com.ua/>, <http://www.clearwater.ua/>, via Viber 093 518 3030 or Skype cw3913030 or by contacting the Supplier's Call-Center. The Goods shall be supplied at the effective Supplier's prices specified, in particular, on such websites as <http://www.cwfilter.com.ua/>, <http://www.clearwater.ua/delivery>.

Equipment — equipment, which the Supplier sells or provides for temporary paid use, the list of which is given on the websites, including but not limited to <http://www.cwfilter.com.ua/>, <http://www.clearwater.ua/>.

Services — services, which the Customer may order via the websites <http://www.cwfilter.com.ua/>, <http://www.clearwater.ua/> or by contacting the Supplier's Call-Center. The services shall be provided at the effective Supplier's prices specified, in particular, on such websites as <http://www.cwfilter.com.ua/>, <http://www.clearwater.ua/delivery>, or via *Viber 093 518 3030* or *Skype cw3913030*.

Bottle — returnable, deposit-paid, reusable containers with the volume of 18,9 l, in which deeply purified water is supplied and which is owned by the Supplier.

Deposit for bottle — deposit for the Supplier's returnable containers which shall be paid by the Customer in cash or transferred to the Supplier's current account.

Acknowledgement of Order — acknowledgement sent by sms-message, e-mail message or by phone.

Customer's Card — the Customer's personal card in the Supplier's database, containing information on goods, services ordered and/or equipment provided to the Customer for use.

Supplier's Website — including but not limited to <http://www.cwfilter.com.ua/>, <http://www.clearwater.ua/>.

Cessation of supply of goods and/or provision of services — cessation of supply of goods, provision of services temporarily, until elimination of the reasons which resulted in cessation of it, or due to indebtedness, in particular, in case of non-fulfilment by the Customer of its obligations under the Agreement, or finally upon the Customer's request or on the Supplier's initiative.

2. Subject Matter

2.1. The Supplier undertakes to systematically supply the Customer with the goods and/or provide services under the order, and the Customer undertakes to accept and pay for them according to the procedure and on the terms stipulated hereby.

2.2. The Supplier shall supply goods on the basis of the expenditure invoices at the Supplier's effective prices specified, in particular, on such websites as <http://www.cwfilter.com.ua/>, <http://www.clearwater.ua/delivery>.

2.3. The Supplier shall provide services on the basis of certificates of works completed/services rendered, at the Supplier's effective prices specified, in particular, on such websites as <http://www.cwfilter.com.ua/>, <http://www.clearwater.ua/delivery>.

2.4. The Supplier shall under the Customer's order provide for temporary paid use the equipment for bottling deeply purified water purchased from the Supplier. Delivery of the bottle and/or equipment for temporary use shall be carried out on the basis of the certificate of delivery and acceptance of returnable containers and equipment.

2.5. The Supplier guarantees that the goods being supplied, equipment being provided for temporary use, is not pledged, is not subject of dispute, is not under distraint, as well as that there are no any third party rights with regard thereto.

2.6. This Agreement shall apply to all types of goods and services represented by the Supplier, in particular, on such websites as <http://www.cwfilter.com.ua/>, <http://www.clearwater.ua/>.

2.7. The Supplier confirms that it has all permits to carry out economic activity regulating the area of legal relations arising and applying in the course of performance of this Agreement, as well as guarantees that it has the right to manufacture, sale of goods and/or provision of services without any restrictions according to requirements of the applicable legislation of Ukraine.

3. Quality of Goods

3.1. The quality of goods shall be confirmed by the certificates of quality and other documents to be provided to the Customer in the printed form upon the first request.

4. Containers and Packaging of Goods

4.1. The bottle, the balloon for carbon dioxide gas are returnable containers and the Supplier's property, to be transferred to the Customer for temporary use on the basis of the certificate of delivery and acceptance of returnable containers and equipment and shall be subject to return.

5. Deposit Sum

5.1. The Customer shall pay for the bottle, in which the goods are being supplied, the deposit sum in the amount of UAH 150 (one hundred and fifty hryvnias 00 kopecks).

5.2. The deposit sum shall be determined on the basis of the quantity of bottles provided to the Customer for use.

5.3. The deposit sum shall be paid by the Customer in cash or by bank transfer on the basis of the invoice within 5 (five) bank days as of receipt thereof.

5.4. The deposit sums shall be repaid to the Customer due to termination of the Agreement by the same means they were paid subject to fulfilment of Clause 7.4. of the Agreement.

- in case of cash payment: shall be repaid in cash within 5 (five) bank days as of receipt by the Supplier of verbal/written notice of termination of the Agreement. Repayment of funds shall be made on the basis of the cash disbursement certificate and the document identifying the recipient of funds. Whereby provision by the Customer of the fiscal sales receipt on payment of the deposit sum shall be obligatory.

- in case of bank transfer: shall be repaid within 5 (five) bank days as of receipt from the Customer of the letter with the request to repay the deposit sum paid and updated bank details.

6. Procedure of Making the Order for Supply of Goods and/or Provision of Services

6.1. The order for supply of goods and/or provision of services shall be submitted by the Customer to the Supplier until 18.00 of the day preceding the day of delivery of goods/provision of services (the exception is holidays, including days off of the Supplier, and days on which time for acceptance of the order is reduced due to operational necessity).

6.2. The order shall be deemed to be accepted/drawn up as of receipt by the Customer of the respective acknowledgement from the Supplier.

7. Terms of Supply of Goods and/or Provision of Services. Return of Equipment/Bottles/Balloons Provided for Use

7.1. Supply of goods shall be carried out by the Supplier's transport on DDP terms (Incoterms-2010) on days and at hours specified in the order accepted.

7.2. Upon acceptance of goods the Customer shall put its signature, specify surname, name, patronymic (position of the person authorized to carry out business transaction and responsible for correctness of drawing up thereof — for legal entities) on the expenditure invoice. After receipt of goods any claims as to external defects of goods, quantity, completeness and marketable appearance thereof shall not be accepted.

7.3. Upon the Customer's request, supply of goods may be carried out via courier services, such as Ukrposhta, Nova Poshta etc. In such case expenses for supply of goods shall be imposed upon the Customer and shall be paid by it upon acceptance of goods.

7.4. Return of equipment, bottles, balloons for carbon dioxide gas (if used) provided for use shall be carried out by the Customer according to the Certificate of Delivery and Acceptance of Returnable Containers and Equipment in serviceable condition within 5 (five) calendar days as of termination of the Agreement.

8. Price, Procedure of Payment for Goods and/or Services

8.1. The cost of goods and/or services shall be fixed in invoices, expenditure invoices and/or certificates of services rendered (certificates of works completed) and shall be specified on the

Supplier's websites, including but not limited to <http://www.cwfilter.com.ua/>, <http://www.clearwater.ua/delivery>.

8.2. In case of provision to the Customer of CO2 cooler (heating/cooling/carbonation of water) for use, the Customer shall additionally pay for the quantity of carbon dioxide gas provided, at the prices specified in invoices.

8.3. Payment for goods and/or services shall be carried out in cash on the day of execution of the order or by bank transfer, according to the invoice within 5 (five) bank days as of receipt thereof.

8.4. The moment of payment shall be deemed to be the day of receipt of funds into the Supplier's bank account (in case of bank transfer) or the day of cash payment via cash register (in case of payment in cash).

8.5. Within 5 (five) bank days as of cessation of supply of goods and/or provision of services the Parties shall effect mutual settlements (if necessary such period may be extended).

8.6. Unused prepayment for goods shall be repaid to the Customer in connection with termination of the Agreement by the same means it was made.

- in case of payment in cash: shall be repaid in cash within 5 (five) bank days as of receipt by the Supplier of verbal/written notice on termination of the Agreement. Repayment of funds shall be made on the basis of the cash disbursement certificate and the document identifying the recipient of funds. Whereby presentation by the Customer of the fiscal sales receipt on prepayment shall be obligatory.

- in case of bank transfer: shall be repaid within 5 (five) bank days as of receipt from the Customer of the letter with the request to repay the prepayment made and updated bank details.

8.7. The Supplier reserves the right to change prices for goods and/or services due to inflation, increase of purchase prices for raw materials/goods or as a result of amendments in the legislation. The Supplier shall notify the Customer of the change of prices for goods and/or services by any of the following means:

— by means of placement of the respective information on websites <http://www.cwfilter.com.ua/>, <http://www.clearwater.ua/delivery>;

— by sending the respective letter to the Customer;

— when making the respective order through the Supplier's Call-Center.

Making an order shall be deemed to be confirmation of the Customer's consent to the new price for goods and/or services.

9. The Supplier's Rights and Obligations

9.1. The Supplier shall be obliged:

9.1.1. To supply goods of proper quality on the day specified in the order, according to the expenditure invoice signed by the responsible/authorized persons of both Parties.

9.1.2. To deliver goods by its own transport on DDP terms (Incoterms-2010) on days and at hours specified in the order.

9.1.3. To ensure elimination of breakdowns and defects of equipment provided to the Customer for use, which breakdowns and defects arose due to the Supplier's or manufacturer's fault. To replace equipment if breakdowns or defect cannot be eliminated within 3 (three) working days as of the day of notification by the Customer of the Supplier.

9.1.4. In case of sale of goods for which warranty repair is provided for, to carry out it according to the procedure and within the time limits specified in Article 12 hereof.

9.2. The Supplier's rights:

9.2.1.1. Not to accept from the Customer the damaged, dirty bottles that makes their subsequent intended use impossible (including bottles having unrepresentable appearance).

9.2.1.2. To demand from the Customer compensation of other inflicted damage according to the procedure established by Clause 13.3 of the Agreement.

9.2.1.3. Ahead of schedule to cease supply of goods and/or provision of services according to the procedure established by Sub-Clauses 18.2., 18.3. hereof.

9.2.1.4. To demand timely payment for goods and/or services according to the procedure established by Clause 8.3. hereof.

10. The Customer's Rights and Obligations

10.1. The Customer's Obligations:

10.1.1. To accept goods, bottles, balloons, equipment provided for use from the Supplier according to the expenditure invoice and/or the certificate of delivery and acceptance of returnable containers and equipment on the day of delivery of goods and/or equipment.

10.1.2. To handle equipment provided for use and bottles with care. To observe the operation manual when using equipment.

10.1.3. The Customer shall obtain and use equipment provided for use, bottles, balloons for carbon dioxide gas as intended solely for personal (consumer) purpose not connected with gaining profit.

10.1.4. Not to provide equipment supplied for use, in possession/use (in particular, on lease terms), to third parties without the Supplier's written consent. To take all possible reasonable measures to avoid deterioration or destruction of bottles, balloons for carbon dioxide gas and equipment provided for use.

10.1.5. In case of expiration or early termination of this Agreement to return bottles, balloons for carbon dioxide gas (if used) and equipment to the Supplier according to the Certificate of Delivery and Acceptance of Returnable Containers and Equipment in serviceable condition within 5 (five) working days as of verbal or written notification on cessation of cooperation.

10.1.6. To place the order according to the procedure established in Article 6 hereof.

10.1.7. To consume not less than 2 (two) bottles of water per unit of equipment provided for use per month.

10.1.8. Not to fill bottles provided with any liquid not being the Supplier's product. Not to use equipment provided for use for bottling water or other products not being the Supplier's product.

10.2. The Customer's rights:

10.2.1. To get the high-quality goods and/or the services.

10.2.2. To return the goods of improper quality according to the procedure established by Article 11 hereof.

10.2.3. To warranty repair of the goods.

10.2.4. To get the penalty for failure to meet the time limits for supply of goods and/or provision of services.

11. Procedure and Terms of Return of Goods of Improper Quality

11.1. Goods of improper quality shall be considered as goods having apparent manufacturing defect. Goods received shall conform to description on the websites, including but not limited to <http://www.cwfilter.com.ua/>, <http://www.clearwater.ua/>.

11.2. Variation of design or appearance elements from the description given on the websites, including but not limited to <http://www.cwfilter.com.ua/>, <http://www.clearwater.ua/> shall not be deemed to be the feature of improper quality.

11.3. Appearance of goods, as well as completeness thereof shall be checked by the Customer upon delivery of goods.

11.4. Requests for replacement of goods of improper quality or repayment of the funds paid for goods of improper quality shall be satisfied within 14 (fourteen) calendar days as of receipt of the respective request by the Customer. Whereby return of goods of improper quality to the Supplier shall be obligatory.

11.5. Repayment of the cost of goods of improper quality paid and returned to the Supplier shall be carried out by the same means as it was made.

- in case of payment in cash: shall be repaid in cash within 5 (five) bank days as of receipt by the Supplier of verbal/written notice on supply of goods of improper quality. Repayment of funds shall be made on the basis of the cash disbursement certificate and the document identifying the recipient of the funds.

- in case of bank transfer: shall be repaid within 5 (five) bank days as of receipt from the Customer of the letter with the request to repay the payment made and updated bank details.

12. Shelf Life of Goods. Warranty for Equipment

12.1. The shelf life of goods shall be indicated on the package.

12.2. The warranty period shall be specified in the supporting documentation for goods.

12.3. The Supplier undertakes to carry out warranty repair within the time limit not exceeding 14 (fourteen) working days as of receipt from the Customer of goods for conducting it. If necessary to order spare parts from the Manufacturer the warranty repair period may be extended up to 30 (thirty) calendar days as of receipt of goods from the Customer for conducting warranty repair.

13. Liability of the Parties

13.1. The Supplier shall be liable for supply of low-quality goods and/or low-quality provision of services according to the applicable legislation of Ukraine.

13.2. In case of mechanical damages of equipment provided by the Supplier to the Customer for use, due to the Customer's fault, which is resulted from violation of the operation manual or negligent handling, the repair or replacement of equipment shall be carried out at the Customer's expense.

13.3. In case of loss of equipment or bottle, as well as in case of infliction of damage to equipment being beyond repair, or damage of bottle due to the Customer's fault, the Customer shall notify the Supplier of that within a day. Furthermore, the Customer shall reimburse damage inflicted to the Supplier in the amount of the compensation cost of each deteriorated and/or lost equipment or bottle. The cost of one bottle shall be UAH 150 (one hundred and fifty hryvnias), of one cooler (heating/cooling) — UAH 3930 (three thousand nine hundred and thirty hryvnias), one “mini” cooler — UAH 2000 (two thousand hryvnias), one CO₂ cooler (heating/cooling/carbonation) — UAH 10300 (ten thousand three hundred hryvnias); pump — UAH 150 (one hundred fifty hryvnias); dispenser — UAH 342 (three hundred and forty two hryvnias); CO₂ balloon — UAH 650 (six hundred and fifty hryvnias), glass holder — UAH 252 (two hundred and fifty two hryvnias); PowerDown timer socket — UAH 186 (one hundred and eighty six hryvnias); mount under dispenser (low) — UAH 132 (one hundred and thirty two hryvnias); figured metal mount for 3 bottles — UAH 618 (six hundred and eighteen hryvnias); mount for 3 bottles (metal) — UAH 552 (five hundred and fifty two hryvnias); metal mount (stacker) — UAH 150 (one hundred and fifty hryvnias); wooden mount — UAH 150 (one hundred and fifty hryvnias). Damage of equipment being beyond repair shall be understood as external mechanical damages or deliberate contamination of technical and chemical nature.

13.4. For the delay in payment for goods and/or services the Customer shall pay for the benefit of the Supplier the penalty in the amount of the double discount rate of the National Bank of Ukraine effective at the time of payment, of the outstanding amount for each day of delay.

13.5. In case of violation by the Customer of conditions of return of equipment under Clause 7.4 hereof the Customer shall not be exempted from its obligation to effect payment for use to the Supplier

in the amount and within the time limits stipulated hereby, for the whole actual period of use of equipment.

13.6. In case of violation of its obligations hereunder the Parties shall be liable as stipulated by this Agreement and the respective applicable legislation. Violation of obligation shall be understood as non-fulfilment or improper fulfilment of it, that is fulfilment with violation of the terms defined by the substance of obligation.

13.7. In case of indebtedness for goods supplied and/or services rendered the Supplier shall be entitled to suspend supply of goods and/or provision of services until such debt is repaid by the Customer to the fullest extent.

13.8. In case of failure by the Supplier to meet the time limits for the supply of goods the Supplier shall pay for the benefit of the Customer the penalty in the amount of 0,1% of the cost of goods ordered, for each day of delay.

13.9. In case of violation by the Customer of Clause 10.1.8. hereof the Supplier shall be entitled to demand from the Customer payment of the penalty in the amount of UAH 500 (five hundred hryvnias) for each event of such violation detected.

14. Force-Majeure

14.1. The Parties shall be exempted from liability for partial or complete non-fulfilment of obligations stipulated hereby, if it is caused by force-majeure which occurred after conclusion of this Agreement as a result of extraordinary events which neither Party could either foresee or prevent, in particular: fires, floods, earthquakes, lightening strokes, hostilities, strikes, adoption of laws or regulatory acts impeding fulfilment of contractual obligations in whole or in part, unauthorized interference of third parties with electronic systems of the Parties, if such circumstances directly affected performance of this Agreement. Occurrence of force-majeure circumstances shall give rise to deferral of obligations stipulated hereby, for the period of effect of such circumstances and their consequences.

14.2. The Party affected by force-majeure shall notify the other Party in writing within 10 (ten) days as of occurrence of force-majeure circumstances. Absence of such notice shall deprive the respective Party of the right to refer thereto in future.

14.3. The certificate of the Chamber of Commerce and Industry of Ukraine shall be sufficient evidence of effect of force-majeure circumstances. In case of unauthorized interference in the Parties' electronic systems, if such information is publicly available, it shall be confirmed by the respective letter of the Party and confirmation by the certificate of the Chamber of Commerce and Industry of Ukraine is not required.

15. Dispute Resolution

15.1. The Parties shall endeavour to resolve all disputes or differences arising between them hereunder or in connection herewith by means of negotiations.

15.2. If it is impossible to resolve differences by means of negotiations, the dispute shall be considered in a judicial procedure according to requirements of the applicable legislation.

16. Limitation of the Supplier's Liability

16.1. The Supplier's liability to the Customer in case of filing by the latter of claims/demands for indemnification of damage inflicted as a result of supply of low-quality goods, non-provision and/or provision of services of improper quality, which is confirmed according to the applicable legislation of Ukraine, shall be indemnified solely to the extent of the cost of goods and/or respective services paid by the Customer.

16.2. The Supplier shall not be liable for serviceability of power supply networks through which power supply of equipment sold and/or provided to the Customer for use is carried out. In particular, it shall not be liable for damage inflicted by such equipment as a result of breakdowns specified above.

17. Miscellaneous

17.1. Legal relations of the Parties hereunder shall be regulated by the applicable legislation of Ukraine.

17.2. Information provided by the Customer is confidential. Information regarding the Customer shall be used solely for the purpose of executing its order (including for sending advertisements etc.).

17.3. By accepting the Agreement the Customer voluntarily gives its consent to collection and processing of its own personal data, in particular: to enter personal data to the Supplier's data base (without additional notification of that), to carry out perpetual storage of data, accumulation, update, change (if necessary) of it according to the Law of Ukraine "On Protection of Personal Data" for the purpose of processing orders for supply of goods, provision of services/performance of works, obtaining information on the order, sending by telecommunication means (e-mail, mobile communication) of advertising and special offers, information on promotional actions or any other information on the Supplier's activity.

17.4. The Supplier undertakes to ensure protection of data against unauthorized third party access, not to distribute and not to transfer data to any third party (except for transfer of data to related persons, commercial partners, persons authorized by the Supplier for carrying out direct processing of data for the above mentioned purpose, as well as upon binding request of the competent state authority).

17.5. In case if the Customer does not wish to obtain newsletters it shall be entitled to file the application to the Supplier on refusal to obtain advertising materials and send it to postal or e-mail address: <mailto:service@cw.com.ua>.

17.6. The Supplier shall not be liable for contents and reliability of information provided by the Customer when making an order. The Customer shall be liable for reliability of the above mentioned information specified when making an order.

18. The term

18.1. This Agreement shall come into effect as of acceptance (making an order) by the Customer and shall be effective until complete fulfilment by the Parties of their obligations, except for cases of early termination hereof.

18.2. The Parties shall be entitled early to terminate this Agreement in case of non-fulfilment/violation by either Party of the terms hereof, and in cases stipulated by this Agreement and the applicable legislation of Ukraine.

18.3. Termination of the Agreement shall be carried out on the basis of the notice of cessation of supply of goods and/or provision of services.

18.4. Mutual settlements shall be effected according to the procedure and within the time limits stipulated by Clause 8.5 hereof.

19.1. Final Provisions

19.1. The Supplier reserves the right unilaterally to change the amount of the deposit for bottle, the compensation cost of equipment and/or bottle, to introduce amendments to this Agreement or set it out in new version.

19.2. All amendments to the Agreement, new version of the Agreement (*hereinafter referred to as the amendments*) shall be approved by the respective order of the Supplier's director, published in the Supplier's website and shall come into effect as of publication of them.

19.3. The Customer shall be deemed to be notified of the respective amendments as of publication of them on the Supplier's website.

19.4. The Supplier shall be entitled to review the effective Public Offer Agreement approved by the Supplier's director, and the documents, which became invalid and orders on approval thereof, by means of contacting the Supplier at: 23-B Komarova Str., Myla village, Kyivo-Sviatoshynskyi District, Kyiv Region. Contact person — the Supplier's legal adviser.

The Supplier's details:

Clear Water LLC

Address: 23-B Komarova Str., Myla village, Kyivo-Sviatoshynskyi District, Kyiv Region, 08112

A/C 26002476856 with JSC RAIFFEISEN BANK AVAL in the city of Kyiv

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