

GENERAL TERMS AND CONDITIONS FOR SALES OF GOODS, DEVICES (EQUIPMENT), AND GOODS CONTAINING DIGITAL ELEMENTS

1. SUBJECT MATTER

1.1. This document sets forth the general terms and conditions for sales of devices (equipment) and goods containing digital elements (hereinafter referred to as the "Goods" or "Device") to consumers by "UCOM" Closed Joint-Stock Company (hereinafter referred to as "Ucom"), as well as consumers' rights in accordance with the Law of the Republic of Armenia "On Consumer Protection" (hereinafter referred to as the "Law").

1.2. This document shall not apply to devices provided by Ucom, as a legal entity providing electronic communications services, where such devices are intended exclusively to serve as means for the provision of electronic communications services, including routers, Wi-Fi devices, and similar equipment provided by Ucom.

1.3. This document shall apply to legal relations arising in connection with the sales of devices by Ucom at its Sales and Service Center(s) or through the online store published on Ucom's website.

2. DEFINITIONS

2.1. **UCOM or Seller** - a company providing public electronic communications, television and media services in the Republic of Armenia on the basis of licenses and permits issued by the Public Services Regulatory Commission of the Republic of Armenia and the Television and Radio Commission, as well as a legal entity engaged in sales or supply of goods and equipment.

2.2. **Sales and Service Center(s)** - specialized center(s) or store(s) for the sale of Services and Equipment offered by Ucom and for servicing Subscribers.

2.3. **Consumer** - an individual acting and operating outside the scope of their commercial, business, craft or professional activities.

2.4. **Manufacturer** - a legal entity, individual entrepreneur or individual producing goods for sale.

2.5. **Goods** - an object of civil rights, including property, work or services, intended for sale.

2.6. **Defect of Goods (Work, Service)** - non-compliance of the Goods (Work, Service) with regulatory documents, the requirements of the legislation of the Republic of Armenia, the terms of the contract, or the requirements ordinarily applicable to the quality of the Goods (Work, Service).

2.7. **Essential Violation of Quality Requirements for Goods (Work, Service)** – essential breaches of the requirements applicable to the quality of the Goods (Work, Service), including violations that cannot be remedied, breaches that cannot be remedied without disproportionate costs or loss of

time, as well as breaches that occur repeatedly or reoccur after having been remedied, and other breaches of a similar nature, in which case the Consumer shall have the right, at their discretion, to withdraw from performance of the contract and demand a refund of the amount paid for the Goods (Work, Service), or demand that the Goods (Work, Service) of inadequate quality be replaced with Goods (Work, Service) of quality compliant with the contract.

2.8. **Warranty Period** - a period during which, upon detection of a defect in the Goods (Work), the Manufacturer (Contractor, Seller) is required to satisfy the Consumer's claims as prescribed by the Law.

2.9. **Goods Containing Digital Elements** - goods that incorporate or are interconnected with digital content or a digital service in such a manner that the absence of such digital content or digital service would prevent the Goods from performing the functions for which they are intended.

3. QUALITY AND COMPLIANCE OF GOODS

3.1. Ucom shall be obliged to deliver to the Consumer a Device whose quality complies with the terms provided by the Manufacturer on or with the Device/Equipment or published by Ucom.

3.2. Ucom shall be obliged to deliver to the Consumer a Device that is fit for the purposes for which such a Device is ordinarily used.

3.3. Where mandatory requirements concerning the quality of Goods are established by regulatory documents, Ucom shall be obliged to deliver to the Consumer Goods that comply with such mandatory requirements.

3.4. In accordance with the concluded sale and purchase agreement, the Goods or Device (Equipment) delivered by Ucom to the Consumer shall comply with the mandatory requirements established by the Law, taking into account the exceptions provided for by the Law.

4. SPECIFIC FEATURES OF GOODS CONTAINING DIGITAL ELEMENTS

4.1. In the case of sales of Goods containing digital elements, Ucom shall ensure that the Consumer is informed and has the opportunity to receive the necessary updates, including security updates and information regarding their significance, which are necessary to maintain the conformity of the Goods for the period prescribed by the Law.

4.2. Information concerning the functionality of Goods containing digital elements is provided in the manuals/operating instructions supplied by the Manufacturer, for the content of which Ucom shall not be responsible. Ucom shall make such information available to the Consumer in an accessible manner.

5. WARRANTY PERIODS AND BURDEN OF PROOF

5.1. In accordance with the Law, Ucom shall establish a warranty period of at least two years for the Goods, Devices (Equipment), including Goods containing digital content, covered by sale and purchase agreements concluded with Ucom. During this period, in the event of detection of non-conformity of such Goods, Device (Equipment), Ucom shall be obliged to satisfy the Consumer's claims provided for under Article 16 of the Law. An exception shall be made for Goods and Equipment sold by Ucom for which, due to their nature, a warranty period cannot be established. In particular, due to their nature, a warranty period cannot be established for Goods manufactured by the Manufacturer without a warranty period, Goods for which the Manufacturer has provided a warranty period of less than two years, or Goods provided by Ucom to the Consumer without a warranty period where the Consumer has agreed to this, as evidenced by the Consumer's signature on the Warranty Card.

5.1.1. In the case of accessories (for example, chargers, computer mice, power banks, etc.), the maximum warranty service period shall be 1 (one) year, depending on the type and technical characteristics of the Goods.

5.2. During the warranty period established by Ucom, if a defect in the Goods, Device (Equipment) is detected, the Consumer shall have the right to submit claims to Ucom. The procedure and time limits for satisfying such claims, as well as Ucom's liability, shall be determined by the agreement concluded between the parties and/or other documents.

5.3. Ucom shall have the right to establish a shorter warranty period for used Goods, Devices (Equipment), provided that such period may not be less than one year, subject to compliance with the requirements of Clause 5.1 of this document.

5.4. Ucom shall be liable, in accordance with the procedure established by the legislation of the Republic of Armenia, for the sale of Goods, Devices (Equipment), and the performance of works involving products that pose a danger to the life, health or property of Consumers.

6. INFORMATION ABOUT GOODS (WORKS, SERVICES)

6.1. Ucom shall be obliged to provide the Consumer, in a timely manner, with necessary and accurate information concerning the Goods, Devices (Equipment), Works and Services, ensuring the possibility of making an informed and appropriate choice, taking into account the requirements of the Law and Government Decision No. 1923-N dated November 7, 2002 of the Republic of Armenia "On Establishing the Procedure for Providing Consumers with Information on the Content of Information and Mandatory Requirements Applicable to Certain Types of Goods (Works, Services)."

6.2. At Ucom's Sales and Service Centers and online store, including on its website, all Consumers shall have the opportunity to get acquainted with this document and with the provisions of the Law serving as the basis for the adoption of this document (link: <https://www.arlis.am/hy/acts/226867/latest>), and Ucom shall ensure at the aforementioned locations that Consumers have the opportunity to familiarize themselves with consumer rights and

all requirements established on the basis of the provisions of the Law. The publication of this document or the provision of an opportunity to get acquainted with this document shall not entitle any Consumer to claim that Ucom employees or persons acting on behalf of Ucom failed to provide information required to be provided to the Consumer under the Law.

7. UCOM'S LIABILITY FOR VIOLATION OF CONSUMER RIGHTS

7.1. Ucom shall bear liability for violation of consumer rights as provided for by law and/or contract.

7.2. Damages caused to the Consumer by Ucom shall be compensated in full, without prejudice to any penalty (fine) established by the Law or the contract.

7.3. Ucom shall compensate damages caused as a result of defects in Works or Services.

8. PROTECTION OF CONSUMER RIGHTS UPON THE SALES OF GOODS TO THE CONSUMER

8.1. Ucom shall be obliged to provide the Consumer with a sales receipt or other document confirming the purchase, except in cases provided for by the legislation of the Republic of Armenia.

8.2. Ucom shall be obliged to accept Goods of improper quality from the Consumer and, where necessary, conduct a quality inspection of the Goods, in which the Consumer shall have the right to participate.

8.3. In the event of a dispute concerning the causes of defects in the Goods, Ucom shall be obliged to conduct an examination of the Goods at its own expense in testing laboratories accredited in accordance with the procedure established by the legislation of the Republic of Armenia.

8.4. Ucom shall be obliged to satisfy the Consumer's claims unless it proves that the defects in the Goods arose after the Goods had been delivered to the Consumer as a result of the Consumer's violation of the established rules for use, storage or transportation of the Goods, actions of a third party, or force majeure.

8.5. Where the Consumer applies for repair, reduction of the price or replacement of the Goods, and where such Goods are bulky and/or weigh more than five kilograms, delivery of such Goods to the relevant location and their return to the Consumer shall be carried out by Ucom at its own expense.

8.6. If the Consumer submits a claim concerning defects in the Goods in violation of the procedure established by the Law, Ucom shall immediately provide the Consumer with a written explanation of the procedure for submitting claims upon detection of non-conformity of the Goods.

8.7. Ucom shall bear the burden of proving the causes of any non-conformity of the Goods, Device (Equipment), including Goods containing digital elements, that becomes apparent within one year from the date on which the Goods or Device (Equipment) were delivered to the Consumer.

8.8. Ucom shall remedy defects identified in the Goods without charging any additional fee within twenty days from the date on which the Consumer submits a claim for the remedy of such defects, and where this is impossible, within a reasonable period and without causing the Consumer any significant inconvenience, taking into account the nature of the Goods and the purpose for which the Consumer requested the remedy.

8.9. Following the submission by the Consumer of the claims specified in relation to durable Goods, during the repair period Ucom shall, within seven days, provide the Consumer, free of charge, with similar Goods and shall ensure delivery thereof at its own expense.

8.10. If the Consumer identifies defects in the Goods and submits a claim for replacement of such Goods, Ucom shall, without charging any additional fee, replace such Goods within seven days from the date of submission of the claim, and where Ucom considers an additional quality inspection of such Goods necessary, within twenty days from the date of submission of the claim.

8.11. Ucom shall replace Goods of improper quality with new Goods, i.e. Goods that have not been used. In the event of replacement of the Goods, the warranty period shall be calculated anew from the date on which the Goods are delivered to the Consumer.

8.12. With respect to Goods provided under a commercial warranty, Ucom shall be directly liable to the Consumer throughout the entire commercial warranty period for the repair or replacement of the Goods.

8.13. When replacing Goods of improper quality with Goods of a similar brand (model, type), Ucom shall not require compensation of the difference between the price of the Goods stipulated in the contract and the price existing at the time of issuance of the court judgment, nor shall Ucom require the Goods to be replaced or require a court judgment ordering such replacement.

8.14. Ucom shall replace or accept the return of non-food Goods of improper quality provided that the Goods have not been used, their appearance, consumer properties, seals and product labels have been preserved, as well as the payment document or other accounting document provided to the Consumer confirming payment, and there is evidence that the Goods were purchased directly from Ucom.

8.15. The Device (Equipment) shall be returned by the Consumer to Ucom's Sales and Service Center regardless of the method by which the Consumer acquired the Device (Equipment).

9. PROTECTION OF CONSUMER RIGHTS IN REMOTE CONTRACTS AND CONTRACTS CONCLUDED OUTSIDE THE BUSINESS PREMISES

9.1. In case of remote and off-premises contracts, Ucom shall, prior to the conclusion of the contract and in the most convenient manner possible, provide the Consumer with the procedure for using data associated with an electronic message completed in electronic form, the entirety of which shall

be deemed equivalent to a handwritten signature, enable identification of the person signing electronically, and express the will of such person.

9.2. In the case of remote contracts, Ucom shall provide the Consumer, on a durable medium and in the clearest and most legible form possible, with the information prescribed by the Law, or shall make such information available to the Consumer in a manner appropriate to the means of distance communication used.

9.3. Except in cases provided for by the Law, the Consumer shall have the right, without giving any reason, to withdraw from remote or off-premises contracts or contracts within 14 days, calculated in accordance with the procedure established by the Law. Exceptions shall include cases where the Device (Equipment) has been provided by Ucom for the purpose of making Services provided through Ucom's network available to the Consumer, whether or not the Consumer is subject to an obligation to remain a subscriber.

9.4. The Consumer acknowledges and agrees that the information specified in Section II.1 of the Law has been or will be provided to the Consumer by Ucom electronically in accordance with the procedure stipulated in Clause 6.2 of this document, and that the Consumer has got acquainted with the remaining provisions of the Law through the following link: <https://www.arlis.am/hy/acts/226867/latest>.

10. FINAL PROVISIONS

10.1. In the event of any questions relating to the sale and warranty servicing of Goods, Devices (Equipment), and Goods containing digital elements, Consumers shall have the right to call Ucom at 011 444 444, send an email (application, complaint or suggestion) to 444@ucom.am, or visit Ucom's Sales and Service Center(s).

Ucom's head office is located at: 33/8 H. Manandyan Street, 0046, Yerevan, Republic of Armenia.

10.2. This document shall constitute the general terms and conditions for the sale of Goods and Devices.

10.3. The payment terms for Goods and Devices shall be as follows:

- Cash: within the amount and subject to the conditions permitted by the legislation of the Republic of Armenia;
- Non-cash payment: by any method and subject to any terms permitted by the legislation of the Republic of Armenia and accepted business practices, including payment by QR code;
- Financing by a bank or other financial institution: including purchase by installments, acquisition of Goods using credit facilities, etc.

10.4. The delivery fee for Goods depends on the particular Goods and the delivery distance. For details regarding delivery, please follow the following link: <https://shop.ucom.am/en/>.

10.5. The purchaser acquiring the Goods or Equipment under a contract may withdraw from the contract in the cases provided for by the Law and the legislation of the Republic of Armenia.

10.6. The principal characteristics of the Goods and Equipment are specified in the documents accompanying the relevant Goods or Equipment, which the purchaser reviews in advance at the place of sale, and, where the Goods are sold online, on the product description page.

10.7. All disputes relating to Goods or Equipment shall be subject to resolution pursuant to an arbitration agreement, unless the Consumer invokes another dispute resolution procedure.

The resolution of all disputes arising in connection with the Contract, excluding the courts of general jurisdiction, the notary chamber and notaries, shall be transferred to the «Permanent Arbitration Institution under the Chamber of Commerce and Industry of the Republic of Armenia», unless another arbitration institution or another dispute resolution procedure is specified in the Contract or agreement concluded between the Consumer and Ucom, or in another document agreed upon between the parties.

The consideration of the case shall be carried out in accordance with the Law of the Republic of Armenia «On Commercial Arbitration», as well as with the Charter and Regulations of the Arbitration Institution (in force at the time of conclusion of the arbitration clause or agreement).

Ucom and the Subscriber define that any communication and/or notification during the arbitration shall be carried out, and the composition of the arbitrators shall be formed in accordance with the Regulations of the Arbitration Institution.

The language of the arbitration shall be Armenian, the place of the arbitration shall be the city of Yerevan.

Ucom and the Subscriber agree that disputes shall be considered only in writing, on the basis of documents submitted and other materials, unless otherwise established by the decision of the arbitration court. Disputes shall be resolved by the Arbitration institution in accordance with the substantive law of the Republic of Armenia.

10.8. The terms of this document shall constitute an integral part of the contract concluded with the Consumer. For the avoidance of doubt, it is established that the issuance solely of a cash receipt or a document confirming payment, together with the warranty card (where applicable), shall constitute, within the meaning of the Law, the conclusion of a sale and purchase or supply agreement for Goods or Equipment, or another type of agreement provided for by the Civil Code of the Republic of Armenia. The relevant agreement shall not be required to be executed as a separate document bearing the signatures of both parties.