

USER AGREEMENT

Dear Customer, we are pleased to welcome you to our website.

This document sets forth the User Agreement governing the use of services provided by the online store at <https://jur.am/en/>. Please read carefully before continuing our cooperation.

Terms and Definitions

Supplier-Seller — "EVERY DAY" LLC, which is entitled to sell goods in the online store under the current official agreement and is one of the Parties to this offer.

Buyer — Any physical or legal person who can accept and pay for ordered goods in the manner and under the conditions established by this Agreement and the applicable legislation of the Republic of Armenia.

Product — The material object of sale and purchase. Product information is posted on the Website by the Supplier-Seller for remote sale through the online store.

Online Store — The Supplier-Seller's trading platform hosted on the internet, containing a catalog of goods offered for sale (virtual showcase), an interactive mechanism for placing orders at listed prices, and other information.

Website — The online store web resource at <https://jur.am/en/>.

Agreement — This User Agreement regulating the relationship between the Buyer and the Supplier-Seller.

Order — A request by a representative of a legal entity to purchase any product specified in the Agreement and a demand for its delivery/sale to the Buyer. The Buyer submits the request by calling the Supplier-Seller's active phone number, leaving a voice message, sending a request to the Supplier-Seller's email, or registering the request via the website.

Delivery — Supply of the Product, including unloading and transport, carried out by the Supplier-Seller's employees using own vehicles. The Supplier-Seller may engage third parties (carriers) to deliver the order to the Buyer.

1. Subject of the Agreement

1.1. The goods supplied by the Supplier-Seller (hereinafter also: "product") are:

- a) "Byuregh" water in 19-litre reusable (multi-use) containers (bottles);
- b) "Byuregh" water in 12-litre reusable containers (bottles);
- c) "Makur Jur" water in 12-litre reusable containers (bottles);
- d) "Makur Jur" water in 19-litre reusable containers (bottles);
- e) Single-use cups;
- f) Daily consumer goods presented [here](#).

1.2. The products listed in sub-clauses "a" through "d" of the Agreement are sealed with single-use caps.

2. General Terms

2.1. The supply-sale of the Product is carried out from the moment the Buyer submits the corresponding order, within reasonable timeframes agreed verbally by the Parties, in accordance with the Agreement.

- 2.2.** An order is deemed properly placed when the Buyer submits a request by calling the Supplier-Seller's active phone number, leaving a voice message, sending an email to a pre-agreed address, or registering the request via the website or mobile application.
- 2.3.** The minimum quantity per order is 2 (two) bottles of water from the product types listed in sub-clauses "a" through "d" of clause 1.1 of the Agreement.
- 2.4.** The bottle (19L and 12L reusable container) is the property of the Supplier-Seller. During water delivery, it is provided to the Customer for free use and is not subject to sale.
- 2.5.** From the date of water delivery, the bottle is provided to the Customer free of charge for 30 days and must be returned no later than the 31st day following the delivery date.
- 2.6.** Cooperation with the Buyer implies periodic orders no later than every 31 days, or return of bottles no later than 31 days. Failure to meet this condition and delaying orders by more than 60 days results in the Buyer being classified as having "unstable orders" and the terms of cooperation may be revised, unless the delay is credibly justified. Cooperation may continue subject to purchasing the bottles (6,000 AMD each) and applying a resumption surcharge.
- 2.7.** If before the expiry of the deadline in clause 2.5 the Buyer places a new order, the Supplier-Seller accepts back the bottles delivered under the previous order(s) at the previous delivery address; otherwise, the Buyer is obliged to return the bottles at their own expense within the period set in clause 2.5, in proper condition accounting for natural wear, to the Supplier-Seller's actual place of business.
- 2.8.** Where the quantity of returned containers (19L and/or 12L) matches the quantity delivered to the Buyer on the return date, the tax document for delivered water shall also serve as a bilateral handover-acceptance certificate for the returned containers.
- 2.9.** Where the quantity of returned containers does not match the quantity delivered, as well as in any other case, the return of containers is confirmed by a corresponding handover-acceptance certificate drawn up by the Supplier-Seller.
- 2.10.** If the Buyer uses an electric dispenser (water cooler) to consume water purchased from the [Supplier-Seller](#), the Buyer may use the dispenser sanitation service provided by the Supplier-Seller. The annual plan includes up to 2 (two) sanitation cleanings: the first generally on the day of the sanitation order, and the second within 30 (thirty) calendar days following the 6th month after the previous cleaning. Failure to carry out the second cleaning within this period due to the Buyer's fault results in cancellation of that cleaning.
- 2.11.** It is recommended to arrange dispenser sanitation at least twice a year. The Supplier-Seller is not responsible for the regularity of sanitation service scheduling.
- 2.12.** Upon the Buyer's request, the Supplier-Seller may provide guidance by phone on how to carry out self-sanitation as a compensatory measure.
- 2.13.** By placing an order on the Website, the Buyer confirms conclusion of the transaction in accordance with the terms of this Agreement.
- 2.14.** By leaving personal data on the Website, the Buyer agrees to the terms of storage and processing of personal data as set out in the Supplier-Seller's Privacy Policy.
- 2.15.** The Supplier-Seller unilaterally accepts and amends the terms of the Agreement. The provisions of the Agreement apply from the moment the Buyer registers on or uses the Website.
- 2.16.** Consumer protection relations are governed by the legislation of the Republic of Armenia, in particular the Civil Code of the Republic of Armenia and the Law of the Republic of Armenia "On Consumer Rights Protection".

3. Rights and Obligations of the Parties

3.1. The Supplier-Seller is entitled to:

- 3.1.1. Require the Buyer to accept the product supplied in accordance with the procedure established by the Agreement and/or based on the submitted order.
- 3.1.2. Require the Buyer to pay the amounts due for the product supplied and accepted under the Agreement and/or the submitted order.
- 3.1.3. Unilaterally terminate the Agreement if the Buyer commits a material breach. A breach by the Buyer is deemed material in the cases set out in clause 8.2 of the Agreement.
- 3.1.4. Temporarily suspend the Website's operation for technical, technological, or other reasons, with or without prior notice to Buyers.
- 3.1.5. Automatically include in its mailing list all email addresses provided by the Buyer upon registration on the Website. The Buyer may unsubscribe by following the unsubscribe link.

3.2. The Supplier-Seller is obliged to:

- 3.2.1. Deliver to the Buyer the product of the quality and quantity stipulated by the Agreement and/or the submitted order.
- 3.2.2. Deliver the product to the address specified by the Buyer according to the schedule established by the Supplier-Seller for that area. If the address is outside Yerevan, the Supplier-Seller may offer an alternative address within the city.

3.3. The Buyer is entitled to:

- 3.3.1. Demand from the Supplier-Seller delivery of the product of the quality and quantity stipulated by the Agreement and/or the submitted order.
- 3.3.2. If less than the ordered quantity is delivered, demand that the shortfall be made up.
- 3.3.3. Unilaterally terminate the Agreement if the Supplier-Seller commits a material breach as defined in clause 8.3 of the Agreement.

3.4. The Buyer is obliged to:

- 3.4.1. Accept the product delivered by the Supplier-Seller based on the Buyer's order.
- 3.4.2. Return empty container(s) (bottle(s)) to the Supplier-Seller at the time of the next delivery, but no later than the 31st day following the delivery date.
- 3.4.3. Not damage the bottle, not use it for other purposes, and not fill it with other liquids (including tap water) or other substances.
- 3.4.4. Notify the Supplier-Seller at least 5 (five) days before filing an application for reorganisation or liquidation, and within 4 (four) calendar days of insolvency, reorganisation, or liquidation proceedings being initiated against the Buyer.
- 3.4.5. Pay the product supply (sale) price specified in Chapter 5 of the Agreement, within the timeframes and in the manner provided for by the Agreement and the tax document.
- 3.4.6. Notify the Supplier-Seller and return any product delivered in excess of the ordered quantity.

4. Product Information and Order Placement Procedure

4.1. The product is presented on the Website through photos, graphics, text, and advertising materials that are the property of the Supplier-Seller and do not constitute a public offer. Upon the Buyer's request, the Supplier-Seller is obliged to provide additional information necessary to make a purchasing decision, by phone, email, or messenger.

4.2. Photo samples are illustrative. The actual appearance of goods may differ from images on the Website. Each photo is accompanied by textual information: product price and description.

4.3. The online store reserves the right (but is not obliged) to pre-display, review, mark, select, modify, or remove any content on the Website.

4.4. When the Buyer purchases technically complex goods requiring specialised installation, the Supplier-Seller is not responsible for correct connection and use, except when the Buyer uses the online store's installation services.

4.5. Orders may be placed:

- By phone: (010) 587-587;
- Via online order on the Website;
- Via online order in the mobile application;
- By leaving a voice message at (010) 587-587;
- By email to the pre-agreed address.

4.6. When ordering through the Website, the Buyer must complete an application form providing personal data. The Supplier-Seller guarantees not to disclose any user data entered during the application process to third parties. Detailed terms of personal data storage and use are set out in the [Privacy Policy](#).

4.7. If it turns out upon order processing that the Supplier-Seller does not have the required quantity or model, the Supplier-Seller notifies the Buyer within 1 (one) business day. The Buyer may agree to purchase available alternatives or cancel the order.

4.8. The Supplier-Seller may notify the Buyer of the order placement and any required parameters by phone, SMS, email, or Viber message.

5. Delivery and Payment

5.1. The negotiated price or discount is determined by the price set on the Buyer's personal page on the Supplier-Seller's official website on the date of purchase. All prices include 20% VAT.

5.2. The stated price includes transportation costs for delivery and other expenses of the Supplier-Seller related to the performance of this Agreement. Surcharges related to delivery are presented on the [website](#).

5.3. Product prices in the online store may be unilaterally changed by the Supplier-Seller. Prices of products already ordered but not yet delivered may be changed by mutual agreement.

5.4. If the Buyer accepts more goods than ordered, the additionally accepted goods are charged at the same price as established in the Agreement.

5.5. Payment by the Buyer may be made by bank transfer within 15 (fifteen) banking days from the delivery date indicated in the tax document.

5.6. Payment details are presented on the [website](#).

5.7. If the Buyer fails to receive the product due to their own fault (e.g., absent from the delivery address at the agreed time), the Supplier-Seller may charge for delivery services. See [website](#) for details.

5.8. Upon accepting goods from the Supplier-Seller's representatives, the Buyer must check the completeness and appearance of the product, remove packaging, inspect the product and verify that it has no external mechanical damage and corresponds to the declared consumer properties, appearance, and completeness.

5.9. The product is deemed duly delivered when the Supplier-Seller's authorised representative (courier) delivers the ordered product to the address specified by the Buyer. The delivery date is the date indicated as "delivery date" in the tax document issued by the Supplier-Seller.

5.10. The tax document is deemed confirmed by the Buyer if no written objections are submitted to the Supplier-Seller within 7 (seven) business days of its presentation.

5.11. In the event of failure to make payments within the deadlines set by this Agreement, the Supplier-Seller is entitled to suspend product delivery until the Buyer properly fulfils their obligations.

6. Liability of the Parties

6.1. Use of the Website is permitted only by adults. The Buyer is responsible for any use of the Website by persons under 18, even without the Buyer's permission, including all actions taken on accounts in the online store.

6.2. In the event of damage to or failure to return a bottle, the Buyer is obliged to pay the Supplier-Seller the price of the bottle as set on the website.

6.2.1. A bottle is deemed damaged (unfit for use) when physical damage to its surface (including label) caused by the user prevents its further use — for example: puncturing, deforming, deep scratching, applying chemicals, adhesives, paints, etc.

6.2.2. A bottle is deemed unreturned if the requirements of clauses 2.8 and 3.4.1 of the Agreement are violated.

6.2.3. The Supplier-Seller is not responsible for the sanitary-hygienic condition of equipment used to consume the delivered water.

6.2.4. The Supplier-Seller is liable for product defects if the Buyer proves that the defects existed before delivery or arose from causes that existed before delivery. Additional conditions are set out on the official website at www.jur.am.

6.2.5. In cases not provided for by the Agreement, the Parties shall be liable for failure to perform or improper performance of their obligations in accordance with the legislation of the Republic of Armenia.

6.2.6. A Party that fails to perform or improperly performs its obligations under the Agreement shall be liable unless it proves that proper performance was impossible due to force majeure — i.e., extraordinary and unforeseeable circumstances, including: earthquakes, floods, war, declaration of martial law or state of emergency, civil unrest, strikes, cessation of communication systems, acts of state authorities, etc. If force majeure persists for more than 3 (three) months, either Party may terminate the Agreement with prior written notice to the other Party.

6.3. The Supplier-Seller is not responsible for:

6.3.1. The accuracy of data entered by the Buyer during registration and ordering, or for sales and delivery where the Buyer has provided false information.

6.3.2. The operation of ancillary services not belonging to the Supplier-Seller used to provide services to the Buyer — banks, postal services, internet providers, email services, payment systems, etc.

6.3.3. Any expenses or direct or indirect losses caused to the Buyer due to use or inability to use the online store's services, including errors, omissions, service interruptions, file

deletions, functionality changes, data transfer delays, etc., arising from the fault of the online store.

7. Return or Exchange of Ordered Goods

7.1. If the purchased product has not undergone qualitative or quantitative changes, it is subject to return within 14 days, except for goods that are not returnable or exchangeable under the legislation of the Republic of Armenia.

7.2. If the Buyer's desire to return the product is due to quality characteristics that were not properly presented at the time of purchase, the product may be exchanged for another with the assistance of the Supplier-Seller's courier.

7.3. The same applies when a product from the same product group but of a different specification was mistakenly ordered and the Buyer wishes to exchange it. In such cases, only the price difference is charged, if applicable.

8. Amendment and Termination of the Agreement

8.1. The Agreement may be supplemented and/or amended by mutual consent of the Parties.

8.2. The Supplier-Seller is entitled to amend tariffs for goods listed in sub-clauses a–d of clause 1.1 by notifying the Buyer at least 7 (seven) days in advance to the email address specified in this Agreement. The Buyer is deemed duly notified from the moment the relevant email enters the electronic system at the address provided.

8.3. The Supplier-Seller is entitled to request early termination of the Agreement in the event of the Buyer's violation of the mandatory requirements of clause 3.4, delay (non-payment) of payments stipulated in Chapter 4 for more than 60 (sixty) days, or failure to place an order for more than 31 (thirty-one) days.

8.4. The Buyer is entitled to request early termination of the Agreement in the event of the Supplier-Seller's violation of the requirements of clause 3.2. Either Party may unilaterally terminate the Agreement by sending written notice to the other Party at least 15 (fifteen) days in advance, having fulfilled all contractual obligations arising before termination.

9. Applicable Law and Dispute Resolution

9.1. The laws and other legal acts of the Republic of Armenia apply to this Agreement.

9.2. All disputes, disagreements, and claims arising from or in connection with the Agreement, including those relating to its performance, violation, termination, or invalidity, shall be resolved through negotiations and consultations between the Parties, and if no agreement is reached within 7 (seven) days, before the competent courts of the Republic of Armenia in accordance with Armenian legislation.

10. Copyright

10.1. All information on the Website pages, including images, product specifications, text descriptions, design, logo, and trademark, is the property of the Supplier-Seller. Copying, downloading, or any other commercial use of the online store's content is strictly prohibited without the prior written consent of the Supplier-Seller.

11. Special Conditions — Force Majeure

11.1. The Buyer and the Supplier-Seller are released from liability for partial or complete non-performance of obligations under this Agreement if such non-performance resulted from

extraordinary circumstances (force majeure) that occurred after conclusion of the Agreement and that neither Party could have foreseen or prevented by reasonable means.

12. Validity

12.1. This Agreement enters into force from the moment the Buyer registers on the Website or contacts the Supplier-Seller to purchase the Product.

12.2. The moment of application is deemed the moment when the Buyer actually begins to take actions aimed at purchasing the Product from the Supplier-Seller.