OFFER CONTRACT FOR THE APPLICATION OF ARTISTIC TATTOOS

Moscow 03 August 2017

 ООО “Magnum Tattoo” (a limited liability company under the laws of Russian Federation), represented by General Director Olga Yesina, hereinafter referred to as the “Contractor”, addresses this Offer Contract (hereinafter referred to as the “Offer Contract”) to an indefinite circle of persons. The Offer Contract is published on the Internet at:

<http://magnumtattoo.ru/oferta.docx> [.](https://13byblackstar.com/landing/atrium/) In case of acceptance of the conditions set forth below, the legal or natural person making the acceptance of this offer shall become the Customer, the Contractor and the Customer are jointly the “Parties”, and individually the “Party”.

1. GENERAL PROVISIONS
	1. The Offer Contract is an official proposal of the Contractor (the offer) to conclude a Contract for the application of artistic tattoos (hereinafter referred to as the “Contract”) and contains all the essential conditions necessary for the conclusion of this Contract, in accordance with Art. 435, 437 of the Civil Code of RF.
	2. The Offer Contract is accepted by the Customer’s payment of the prepayment amount (Deposit) for a tattoo session in the amount of 5 000 (Five thousand) rubles 00 kopecks (or other amount depending on the agreement of the Parties, to the cashier or to the account of the Contractor).
	3. By accepting the Offer Contract established in paragraph 1.2. of this Contract, the Customer warrants that he/she has read, agreed and accepted fully and unconditionally all the terms of the Contract as set forth in the text of the Offer Contract.
	4. The Customer understands that the acceptance of the Offer Contract is equivalent to the conclusion of the Contract on the terms set out in the Offer Contract.
	5. By accepting the Offer Contract, the Customer guarantees that he/she is competent and has legal rights to enter into contractual relations with the Contractor.
	6. On the day of prepayment (making a Deposit) specified in clause 1.2. of the present Contract, the Parties agree on the date and session time for applying artistic tattoos. Upon the non-appearance at the session at the appointed time and/or NOT notifying for more than 3(three) days about the postponement or abandonment of the session, the advance payment (Deposit) made by the Customer is not refundable and is the penalty under this Contract.
	7. The Contractor may make changes to the terms of the Offer Contract and its appendixes at will without further notice to the Customer.
	8. The Offer Contract may be withdrawn at any time. The Contractor has the right at any time to change the Offer Contract and the terms of this public offer unilaterally without prior agreement with the Customer, while ensuring the publication of the amended terms on the Internet resource at:

http://magnumtattoo.ru/oferta.docx at least one day before they are put into effect.

* 1. The Offer Contract does not require sealing and/or signing by the Customer and the Contractor, while maintaining full legal force.
1. SUBJECT OF CONTRACT
	1. In accordance with the terms of this Offer Contract, the Contractor undertakes to provide services for the application of artistic tattoo (hereinafter referred to as the “Services”) on the body of the Customer in accordance with the customer's chosen design, and the Customer agrees to pay for the Services.
	2. The number of sessions for the application of artistic tattoos depends on the complexity and size of the design chosen by the Customer.
	3. The tattooist chosen by the Customer has the right to give advice and comments on the tattoo design chosen by the Customer, as well as to develop a tattoo design as instructed by the Customer taking into account the Customer’s preferences (the cost of Services for the development of a tattoo design by the tattooist is defined in paragraph 6.2 and is not refundable to the Customer).
	4. The Customer undertakes not to make a claim to the tattooist regarding the design chosen by the Customer, if he/she did not accept the advice and comments of the tattooist.
	5. The Customer undertakes to comply with the recommendations given by the tattooist for the care of the tattoo during its healing. In case of non-compliance with these recommendations, the Customer undertakes not to make a claim to the tattooist and the Contractor regarding the healing of the tattoo.
2. THE TERMS AND PROCEDURE OF RENDERING SERVICES

3.1. The terms and procedure of the services are agreed by the Parties in accordance with this Offer Contract, the complexity of the design and the individual characteristics of the customer's skin.

3.2. The specific time, the number of sessions and the dates of their holding are agreed by the Parties separately for every particular case.

1. THE RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Customer is obliged to:

* + 1. Read and understand the Offer Contract (on the website <http://magnumtattoo.ru/oferta.docx> or at the reception Desk of the Tattoo Studio “Magnum” and to comply with all its terms and conditions.
		2. Pay for the Services in accordance with the procedures, amount and time stipulated by the Contract.
		3. Comply with the requirements of the internal regulations and other local regulations of the Contractor, including the working hours of the Studio.
		4. Observe the Schedule of artistic tattooing sessions agreed by the Parties.
		5. Observe the discipline and generally accepted standards of behavior, in particular, to show respect for the staff and other visitors to the salon, not to infringe on their honor and dignity.
		6. Submit timely all necessary information to the Contractor.
		7. Compensate for the damage caused to the property of the Contractor.

4.2. The Contractor is obliged to:

* + 1. Organize and ensure the proper provision of Services for the application of artistic tattoos.
		2. Observe the schedule of sessions on artistic tattooing agreed by the Parties.
		3. Give oral and written advice to the Customer on additional issues.

4.3. The Customer has the right to:

* + 1. Oblige the Contractor to provide information regarding the organization and proper provision of the Services.
		2. Require proper and timely provision of the Services by the Contractor.
		3. Withdraw from the Contract on the condition of completing payments and making a Deposit to the Contractor for the conducted tattooing sessions in accordance with the present Contract.

4.4. The Contractor has the right to:

* + 1. Determine at will the forms and methods of providing the Services based on the requirements of the legislation, taking into account the wishes and preferences of the Customer.
		2. Prevent the Customer from attending the tattooing session and cancel the session if the Customer violates the terms of the Contract (failure to appear for the session, attending a session in the state of alcoholic intoxication). In this case, the prepayment (Deposit) for the specified session is not refundable, and the session is subject to cancellation and/or transfer to another date by agreement of the Parties.
		3. Require payment for the services rendered or to be rendered.
		4. Reject from performing the Contract on condition of full compensation Customer’s losses.
1. TRANSFER AND SKIPPING OF TATTOOING SESSIONS
	1. The Customer has the right to postpone the session to another time. In this case, he/she is obliged to notify the Contractor at least 3 (three) days in advance by the means of the Customer. In this case, the session is considered to be postponed and will be held at a different time as agreed by the Parties.

5.2. If the Contractor is unable to hold a session for reasons beyond his control, he shall notify the Customer at least 1 (one) day before the session and postpone the session to another time.

5.3. If the Customer does not appear for the session and/or reschedule the session in the manner prescribed in paragraph 5.1. of Offer Contract, the Contractor is obliged to wait for the Customer within 15 (fifteen) minutes after the appointed time of the session. If the Customer does not appear at the specified time, the session is considered to be missed due to the Customer's fault.

1. THE COST AND PAYMENT PROCEDURE
	1. The total cost of the Services is calculated based on the size and complexity of the artistic tattoo chosen by the Customer.

6.2. The cost of one session of applying an artistic tattoo is the amount of 5 000 (five thousand) rubles 00 kopecks, VAT is not levied due to the application of the Simplified Tax System by the Contractor, depending on the tattooist chosen by the Customer.

1. LIABILITY OF PARTIES AND FORCE MAJEURE
	1. For non-performance or improper performance of obligations under this Contract, the Parties shall be liable in accordance with the current legislation of the Russian Federation.
	2. The Сontractor shall be released from liability for non-performance or improper performance of this Contract, if the Customer violates the terms of this Contract.
	3. Each Party shall be released from liability for non-performance or partial non-performance of its obligations under the Contract in the event of force majeure. Such exemption applies only to the obligations, the proper performance of which was impossible due to such force majeure circumstances, and only for the period of existence of force majeure circumstances.
	4. The Party for which force majeure circumstances have occurred shall notify the other Party in writing no later than seven working days from the date of occurrence of such circumstances, otherwise it shall be deprived of the right to refer to them in the future.
	5. The force majeure circumstances of the Parties include circumstances that arose beyond their will, which the Parties could neither foresee nor prevent by reasonable measures, including, in particular, flood, fire, earthquake, explosion, epidemic, natural disasters and other natural phenomena, war or military actions, riots, strikes, as well as other events of an emergency nature that prevent the Parties from fulfilling their obligations under this Contract.
	6. If such force majeure lasts for more than one month, the Parties shall negotiate to develop a common position on the possibility of continuation of this Contract.
2. THE PROCEDURE FOR AMENDMENT AND TERMINATION OF THE CONTRACT
	1. The Contract may be terminated by agreement of the Parties, as well as unilaterally at the written request of one of the Parties on the grounds stipulated by the Contract or the law.
	2. Unilateral termination of the Contract shall be made only upon written request of the Parties within 30 (thirty) days from the date of receipt by the Party of such request.
	3. The Customer has the right to terminate the Contract at will without giving reasons. The cost of Services paid by the Customer is non-refundable.
	4. The Contractor has the right to terminate the Contract in the following cases:
		1. The Customer violates terms of payment for the Services or upon the late payment for the Services under the Contract for a period of more than 10 (ten) days.
		2. Repeated (more than 2 times) violation by the Customer of paragraphs 4.1.4.-4.1.6. of the Offer Contract.
3. FINAL PROVISION
	1. This Contract shall enter into force upon acceptance and shall remain in force until the Parties have fully performed their obligations.
	2. The claim procedure for pre-trial settlement of disputes from the Contract is mandatory for the Parties. Claims shall be sent by the Parties by registered mail with acknowledgement of receipt. The term of consideration of the claim is 10 (days) from the date of receipt of the letter by the addressee.
	3. Any additions or changes to this Contract are made by additional agreements and signed by the Parties.
4. DETAILS OF THE CONTRACTOR:

OOO "Magnum Tattoo"

Legal address: 115682, Moscow, Shipilovskaya st., bld. 64 , site 1, section147, room 1, 1st floor

Actual address: 107031, [Moscow](https://vk.com/away.php?to=http%253A%252F%252F%25E3.%25CC%25EE%25F1%25EA%25E2%25E0&cc_key=), Maly Kiselny Lane, bld. 6, site1

TIN 7724416849

RRC 772401001

PSRN 1177746837950

"ALFA-BANK", MOSCOW

BIC 044525593

correspondent account: 30101810200000000593

settlement account: 40702810002620002928

General Director: Esina Olga Aleksandrovna