

## Terms and Conditions of JSC "SakCable" Loyalty Program and General Agreement

### Article 1. Definition of Terms

1.1. **Company:** JSC "SakCable" (I.D.: 230026888); Legal Address: No. 17 Staroselski Street, Zestaponi; Actual Address: No. 83 Sairme Street, Tbilisi; Telephone: 032 2 22 14 18; Email: [office@sakcable.ge](mailto:office@sakcable.ge)

1.2. **Loyalty Card:** A virtual or physical instrument issued by the Company that allows the Participant to accumulate and utilize bonus points.

1.3. **Participant/Customer:** An identified physical person who registers for the program in accordance with these terms.

1.4. **Bonus Point:** A conditional unit recorded within the program, used to obtain economic benefits.

1.5 **Annual Turnover:** Shall mean the aggregate value of product purchases made by the Customer from JSC "Sakcable" (hereinafter the "Company") amounting to a minimum of GEL 5,000 (five thousand). The calculation of the said aggregate value shall be conducted based on the transactions identified within the Company's database, which were performed during the period of 365 (three hundred sixty-five) calendar days immediately preceding the date on which the Customer expresses their interest in opening/receiving a loyalty card.

### Article 2. Entry into Force and Acceptance of the Agreement

2.1. **Agreement to the Terms:** By completing the registration process for the loyalty program (at a service center), the Customer automatically, without any additional reservations, declares full and unconditional consent to this General Agreement and the rules and conditions of the Loyalty Card.

2.2. **Confirmation of Registration:** By the act of registration, the Customer confirms that he/she has reviewed the text of the agreement, rules, and conditions in detail, understands each clause contained therein, and acknowledges their legal consequences.

### Article 3. Participation Criteria and Identification

3.1. Participation in the program is restricted to identified clients whose data is recorded in the Company's database.

3.2. The right to receive a card is established upon meeting the following financial thresholds:

- **Single Purchase:** A minimum of 1,000 (one thousand) GEL.
- **Annual Turnover (Cumulative):** A minimum of 5,000 (five thousand) GEL.

### Article 4. Bonus Points Accrual Scheme

4.1. Points are accrued based on the following product categories:

- **Cables manufactured by JSC "SakCable":** 3% of the amount paid.

- **Schneider Electric products:** 10% of the amount paid.
- **Other non-cable products:** 5% of the amount paid.

**4.2.** The points are not accrued on products with promotional (sale) or liquidation pricing.

## **Article 5. Rules for the Use and Administration of Points**

**5.1. Waiting Period:** Realization (redemption) of accumulated points is **possible 1 (one) month after** the date of purchase.

**5.2. Forms of Use:** Points may be exchanged for any product or "cashed out" in the form of monetary funds.

**5.3. Validity Period:** Bonus points are valid for 1 (one) year from the date of accrual, after which they are automatically zeroed out (annulled).

**5.4. Card Loss:** In the event of card loss, the fee for issuing a new card shall be 10 (ten) GEL.

## **Article 6. Exchange and Return Policy**

6.1. Exchange:

6.1.1. Only flawless (non-defective) goods are subject to exchange, within a period not exceeding 14 (fourteen) calendar days from the date of purchase.

6.1.2. An exchange shall be permitted only if all of the following conditions are cumulatively satisfied:

- The item must retain its original condition and appearance and be in the same state as at the time of purchase (including protective layers, packaging, etc.);
- The external appearance of the item must not be altered or damaged, and the item must not bear any visible defects (including scratches, etc.);
- At the time of return, the item must be accompanied by all accessories and components provided at the time of purchase, including the box and warranty card (if any), and any other related materials;
- The proof of purchase (payment receipt or equivalent document) must be presented.

6.2. In the case of cable product purchases, the exchange of goods is not possible if the order was manufactured according to individual parameters (custom orders).

6.3. Defect-free goods purchased through bank installment or deferred payment arrangements shall not be eligible for exchange.

6.4. Return of Goods:

6.4.1. In the event that a defect is discovered, the customer has the right to request a return of the goods no later than 1 (one) month from the date of purchase.

6.4.2. If the goods are found to be defective, the customer is entitled to request an exchange, unless this is impossible due to the nature of the goods. In such a case, with the customer's consent, the item may be exchanged for a product of equal value or a refund may be issued. The replacement of goods shall be carried out by additional agreement of the parties within a reasonable timeframe.

## **Article 7. Personal Data Protection**

7.1. By registering in the Program, the Customer grants consent to the Company to process his/her personal data for the purposes of Program administration, identification, and marketing communication, within the scope permitted by applicable legislation.

7.2. The Participant shall have the right to request correction or deletion of his/her personal data, which shall result in termination of participation in the Program.

## **Article 8. Dispute Resolution Mechanism**

8.1. Any dispute shall initially be resolved through negotiations. In the event that no agreement is reached, any dispute arising out of or in connection with this Agreement and any agreement concluded within its framework – including disputes related to non-performance, termination, rescission, or invalidity of the Agreement – shall be reviewed and resolved by Tbilisi Arbitration Institute” LLC (I/C 205273005). The arbitration shall be conducted without an oral hearing, based solely on written submissions and evidence presented to the arbitral tribunal. The arbitral proceedings shall be completed and the arbitral award rendered within sixty (60) calendar days from the date of the first arbitral hearing. In the event that dispute resolution by the above-mentioned arbitration institution becomes impossible (including, without limitation, liquidation of the arbitration institution or similar circumstances), the dispute shall be reviewed by the Civil Cases Panel of the Tbilisi City Court.

## **Article 9. Termination of the Program and Liability**

### **9.1. Termination at the Initiative of the Customer**

9.1.1. The Customer shall have the right to request termination of participation in the Loyalty Program at any time. For this purpose, the Customer must submit a written application in the form established by the Company. In such case, the Customer shall be entitled to fully utilize the balance available on the Card prior to cancellation of registration.

### **9.2. Termination at the Initiative of the Company (Sanctioning)**

9.2.1. The Company shall be entitled, unilaterally and without prior notice, to cancel the Customer’s “Loyalty Card” and all related benefits if:

- The Customer engages in bad-faith use of the Card and/or the Program;

- Indications of fraud, systemic manipulation, or other unlawful conduct are identified;
- The Customer violates any provision of these Terms and Conditions.

9.3. In the cases provided for under Clause 9.2 of this Article, all points and benefits accumulated on the Card shall be automatically cancelled and shall not be subject to compensation or reinstatement.

#### **Article 10. Final Provisions**

The Company reserves the right to unilaterally amend the Program terms and conditions. Customers shall be notified of such amendments through the Company's website.