



QUINTA ESSENTIA

Product Sale

Terms & Conditions



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Version: 1.0

PREAMBLE

Application. These Terms apply to and govern your participation in the Product Sale. These Terms define the terms, conditions, rights, and obligations related to this specific transaction only, and do not extend to or include any ancillary or unrelated transactions, assets, activities, or services. The scope of these Terms is strictly limited to the matters expressly described herein.

Acceptance. By applying for or participating in the Product Sale, registering an Account, or by clicking the button “I accept” or respective check box in connection with or relating to these Terms, you acknowledge that you have read, accept without modifications, and agree to be bound by these Terms and all terms incorporated herein by reference, which form a legally binding agreement between you and us. If you do not accept and agree to these Terms, you shall not apply for or participate in the Product Sale, and must immediately discontinue your participation in the Product Sale.

Definitions. The definitions for terms used throughout these Terms are outlined in Section 24; please consult this Section for any clarification on terminology.

Important. Please read these Terms carefully as they affect your obligations and legal rights. Note that Sections 20 and 21 contain provisions governing the choice of law, dispute resolution terms, and class action waiver. Please read and review Sections 9, 12, 13, and 14 carefully before accepting these Terms as they provide for the limitation of liability, your obligations to indemnify the Seller Parties and contain a disclaimer of warranties as well as other important disclaimers with regard to the Product Sale, Product, and Project.

1. ELIGIBILITY

Eligibility Requirements. To be eligible to participate in the Product Sale and purchase the Product, you must:

- (a) be able to accept these Terms and form a legally binding agreement with us on the terms herein set forth;
- (b) if individual, be at least 18 (eighteen) years of age, or of such higher age required to accept these Terms and enter into a legally binding agreement with us on the terms herein set forth according to the laws of the jurisdiction where you reside;
- (c) neither be a Prohibited Person nor participate in the Product Sale for the benefit of a Prohibited Person;

- (d) complete all applicable KYC Checks as may be established or required by us from time to time; and
- (e) comply with these Terms.

Failure to Comply with the Eligibility Requirements. If you determine that you do not meet and conform to any of the aforementioned eligibility requirements, you must not participate in the Product Sale or you must immediately suspend your participation in the Product Sale until the respective restricting circumstances cease to exist; otherwise, we reserve the right to immediately terminate these Terms.

2. PERSONAL DATA

Your personal data is processed in accordance with our [Privacy Notice](#).

3. ACCOUNT

Creation. In order to place the Purchase Order, you are required to have an Account. To register for an Account you need to go to the registration page on the Website and follow the instructions provided thereon. When you create an Account, and at any time thereafter, you shall provide correct, accurate, up-to-date, and complete information, and you shall promptly update the respective Account information as may be necessary to keep it correct, up-to-date, current, and accurate. You may not have more than one Account, and any additional Accounts created by a single Purchaser may be terminated or suspended by us, at our sole and absolute discretion, with or without notice, and without any liability whatsoever. You shall use your Account personally, and shall not transfer your Account or provide access to your Account to any third person without our prior written consent.

Security. Any actions or inactions associated with your Account are considered to have been personally conducted by you. You may not allow any third person to access your Account, may not disclose credentials thereto (email address, passwords, etc.) to any third person, and will be solely responsible for any use of your Account and credentials thereto, as well as their confidentiality. You remain responsible for all transactions carried out via your Account, and all such transactions will be considered to be made personally by you. We shall not be liable for any losses or damages, including consequential, incidental, or indirect damages, arising from unauthorised use of your Account or any credentials thereto, or if you failed to ensure confidentiality of your credentials, and you hereby release and forever discharge us from any and all actions, claims, suits, demands, losses, damages, other obligations or liabilities of any nature whatsoever, whether known or unknown, arising from or in connection with the above, to the maximum extent permitted by law.

Loss of Access. In the event that you no longer have access to your Account, for instance if you are not in possession of a device connected with your Account or you are not able to provide credentials thereto, we may, at our sole discretion, and only if we have such ability, grant access to your Account to a person providing us with such additional credentials, materials, or information that are, in our sole opinion and discretion, sufficient to demonstrate that the respective Account belongs to such person. We reserve the right to unilaterally determine the additional credentials required to restore access to your Account, which may include, for example, a sworn, notarized statement of identity, etc.

4. PRODUCT SALE

Sale and Purchase. Subject to these Terms, by submitting the Purchase Order within the Account, you may purchase a certain Product Package, if and as may be made available to you. The Product parameters, features and other information regarding the Product and Product Packages may be further outlined in the

Materials or otherwise communicated by us or on our behalf via the Communication Channels. Upon the successful completion of the Purchase Order, you will receive the respective Quinta NFT associated with the purchased Product Package. You hereby acknowledge and agree that Quinta NFT may not be delivered to you immediately upon the completion of the Purchase Order and you should follow the Communication Channels to see the updates regarding the minting (issuance) of Quinta NFTs. You shall use the same Wallet to mint (issue) and claim the Quinta NFTs, whether through the dedicated interface, by directly interacting with the respective Smart-Contracts, or otherwise as may be instructed by us. Quinta NFTs are non-transferable and you shall neither be entitled nor allowed to sell, transfer or otherwise dispose of the Quinta NFT. Once you duly complete the Purchase Order, the respective Smart-Contract records the address of your Wallet. If you lose access to the Wallet you used to complete the Purchase Order, you shall not be able to claim and receive the Quinta NFT, and we shall not be held liable or responsible in connection with the foregoing, including if the respective Wallet is compromised.

Payment Terms. To place the Purchase Order and purchase the respective Product Package(s), you must send the respective purchase amount in the form of designated Digital Assets or Fiat Currencies. Any such transactions shall be made strictly in accordance with the instructions made available to you in the dedicated Website interface or otherwise notified by us. If you contribute any Digital Assets other than those expressly identified as acceptable, such Digital Assets will be irrevocably forfeited and non-recoverable, and we assume no responsibility or liability in connection with any attempt to use any such unacceptable Digital Assets. Unless otherwise expressly outlined in these Terms, any purchase of the Product Package(s) in the Product Sale shall be final and non-refundable.

Manufacture and Supply. It is expressly acknowledged and agreed that the purchased Product shall not be immediately available for receipt, delivery and use. The purchase prices of the Product Packages are attributed to two factors: the deferred delivery of the Product, and the fact that its supply is contingent upon specific terms and circumstances as described herein. The initiation of the manufacturing process is contingent upon the completion of the Plant construction and its launch. The Product will be produced and allotted in substantially equal portions during the applicable Manufacture Period as established in the respective Product Package. The Purchaser hereby acknowledges and agrees that the Manufacture Period might be extended or delayed due to constructional, technical, operational, or other reasons beyond our control, and that there is no guarantee that the Product will be manufactured within the stated timelines. No Seller Party shall be held responsible or liable for any reasonable delays arising from the construction or manufacturing process. The Purchasers may monitor the progress of the Plant construction and Product manufacturing through their Accounts, however, this Account feature is provided solely for entertainment and informational purposes. We do not warrant or guarantee that the virtual representation of the Plant construction and manufacturing process will precisely match the real-world appearance and manufacturing progress, or meet your expectations.

Timeframes. The time periods outlined in the Materials, Communication Channels, or otherwise communicated by us or on our behalf, including the Manufacture Period, are approximate and may be subject to change by us at any time at our sole and absolute discretion.

Ownership. When you transfer Funds to the Seller, you relinquish ownership of the transferred Funds. You shall acquire the ownership in the purchased Product once the Product is collected at the designated premise by either (i) the Purchaser or its representative; or (ii) the respective shipping (transportation) service provider designated for the delivery of the Product to the Purchaser. Your rights to participate in the Product Sale and purchase the Product shall be personal and non-transferable, and shall always be subject to the terms and conditions set forth herein.

QNT Tokens. Upon completion of the Product Sale, we will issue QNT tokens serving merely as a unit of account for the purchased Product. The distribution of QNT tokens may not be automatic and you may be required to manually claim the QNT tokens from the respective Smart-Contracts, in which case the QNT token becomes yours when you successfully claim it. The QNT tokens will unlock and become available for claim through the relevant Smart-Contracts according to the schedule established in the respective Product Package, which may be further adjusted in line with the stated manufacturing timelines. No QNT tokens can be claimed or transferred unless they become vested according to the applicable schedule. You shall use the Wallet storing the Quinta NFT to claim the QNT tokens, either through the dedicated interface or by directly interacting with the respective Smart-Contracts. The Seller Parties shall not be held responsible for or liable in connection with your failure or inability to claim or withdraw the QNT tokens (or a portion thereof) from a properly configured Smart-Contract and/or interface.

Completion. We are entitled to suspend or terminate the Product Sale at any time at our sole and absolute discretion. All our obligations concerning the sale of the Product to you shall be considered fulfilled and fully performed upon the Closing and/or when you have disposed of all your QNT tokens, whichever is earlier.

5. DUE DILIGENCE PROCEDURES

General. You hereby acknowledge and agree that if requested by us, you shall undergo and pass the KYC Checks, and such KYC Checks have to be completed by you within the term reasonably determined by us. The KYC Checks may be established or changed by us from time to time at our sole and absolute discretion, including where required under the applicable laws and regulations, or our internal policies and procedures. It is acknowledged and agreed that your participation in the Product Sale may be restricted until your successful completion of the KYC Checks and performance of the applicable requirements. We shall not be held liable or responsible for or in connection with your inability to participate in the Product Sale due to your failure to complete the KYC Checks or comply with such requirements and procedures. Any determination of whether you have passed and completed the KYC Checks shall be at our sole and absolute discretion.

Third-Party Service Provider. We may engage and assign Third-Party Service providers to facilitate and/or perform the KYC Checks, in which case such Third-Party Service providers shall process the information and materials provided by you to perform and complete the KYC Checks, and you hereby acknowledge the same.

Data. When undergoing the KYC Checks, you must provide only true, complete, accurate, correct, up-to-date, and not misleading information and documents. You hereby agree to promptly provide all requested information, documents, and records, and authorise us to conduct verification and check of such data, including, *inter alia*, through Third-Party Services.

6. ACCEPTANCE AND DELIVERY TERMS

Delivery Terms. We are not obligated to immediately deliver you the Product upon its manufacturing. The Product is delivered only upon your request to us, provided that you make all actions as may be reasonably requested by the Seller, including the transfer of the corresponding number of the QNT tokens to us. Once the purchased Product is manufactured and made available for delivery upon your request, it will be delivered in the quantity corresponding to the number of QNT tokens transferred by you to us on the 'Ex Works' (EXW) terms in accordance with Incoterms 2020, which terms are incorporated herein by this reference. The delivery of the Product shall be considered complete when the Seller makes it available for pick-up at the premise designated by the Seller by either (i) the Purchaser or its representative; or (ii) the respective shipping (transportation) service provider for the delivery of the Product to the Purchaser. The

Seller reserves, at its sole and absolute discretion, the right to select and appoint a shipping (transportation) service provider responsible for transporting the purchased Product to the Purchaser. Without prejudice to the mandatory laws establishing the contrary, it is expressly understood that the Purchaser assumes full responsibility for all costs, expenses, and risks associated with the shipping and transportation of the Product from the designated premises to the final destination, including but not limited to, loading, unloading, carriage, insurance, and applicable duties and taxes, as well as risks of damage, destruction and loss. The Product shall be received and collected by the Purchaser from the respective shipping (transportation) service provider at the designated time and place. Any additional costs or delays incurred due to the Purchaser's failure to collect the Product in a timely manner shall be the sole responsibility of the Purchaser. According to the EXW conditions, the Seller's responsibilities shall be limited to:

- (a) securely packaging the Product in compliance with reasonable commercial packaging standards to prevent any damage during transportation;
- (b) appropriately labelling the Product; and
- (c) handing over the Product to the designated premise for pick-up by either (i) the Purchaser or its representative; or (ii) the respective shipping (transportation) service provider for the delivery of the Product to the Purchaser.

Acceptance. Upon the delivery of the purchased Product in accordance with these Terms, the Purchaser shall personally inspect (or assign its authorised representative to inspect) the Product and conduct their Acceptance at the designated premises. The Acceptance shall take place within the Acceptance Period. The Purchaser's failure to accept the purchased Product during the applicable Acceptance Period will constitute the Purchaser's rejection of such Product, in which case the Product will be returned to the Seller, and all titles, rights and ownership of such Product shall be deemed assigned to and vested in the Seller as of the Seller's receipt of such rejected Purchased Items. All and any costs and expenses associated with such return shall be compensated by the Purchaser according to the instructions provided by the Seller. The Purchaser or its representative shall accept the Product by quantity and/or volume by comparing the quantity and/or volume of purchased Product with the real quantity of Product delivered. The Purchaser or its representative shall accept the Product by quality according to the respective documents, certificates and specifications that certify the quality of the Product.

Claims at the Time of Acceptance. All Claims shall be made in writing at the following email: info@quinta.pro Each Claim shall contain (i) your name, residence address, email address, and telephone number; and (ii) the exhaustive list of the Defects. The Purchaser may address the Claims to the Seller with regard to the Product only if the Product contains Defects or is supplied in improper quantity and/or volume; in all other circumstances the Purchaser shall accept the Product supplied, unless otherwise expressly outlined in these Terms. All Claims are to be notified during the applicable Acceptance Period. For the avoidance of any doubt, the Purchaser shall not have the right to issue any Claims or otherwise claim that the Product supplied is not of good quality or in proper quantity and/or volume after the expiration of the Acceptance Period. If the Seller, acting in good faith, determines that the Claim is reasonable, the Seller will be entitled to one of the following remedies, with the particular remedy to be reasonably determined by the Seller:

- (a) replace the Product containing Defects; or
- (b) deliver additional quantity or volume of the Product to replenish the quantity or volume of the Product actually purchased by the Purchaser; or

- (c) if, in the Seller's opinion, no replacement or additional delivery is possible or feasible, refund or reduce the purchase price of the rejected Product containing Defects, or refund the purchase price of the Product, which was not supplied in accordance with these Terms.

If the Seller, acting in good faith, deems the Claim to be unreasonable, no action shall be taken. If the Seller determines, acting at its sole discretion, that the return of the delivered Product is necessary to inspect for any Defects, the Purchaser is required to promptly send back such Product to the Seller or its designated representative in accordance with the instructions provided by the Seller. After inspecting the returned Product, if the Seller finds no Defects, the Product will be redelivered to the Purchaser, and all associated expenses and costs will be borne by the Purchaser. In the event that the Seller discovers Defects in the returned Product, the Seller will take appropriate actions as outlined in this paragraph, and all delivery costs and expenses related to the return of the Product will be borne by the Seller.

7. REFUNDS

Application. This Section 7 applies only to those Purchasers who are considered Consumers. Consequently, if you are not a Consumer, you will not be entitled to, nor will be able to exercise the right of withdrawal and claim any refunds in accordance with this Section 7. Notwithstanding the foregoing, the Seller may, at its sole and absolute discretion and on a case-by-case basis, permit a Purchaser who is not a Consumer to exercise their right of withdrawal and claim the refunds in accordance with this Section 7 and/or instructions provided by the Seller.

Right of Withdrawal. Each Purchaser who is considered a Consumer reserves the right to withdraw from the particular Purchase Order, without giving any reason and without incurring any costs other than those provided for herein. This right of withdrawal shall be exercisable within fourteen (14) calendar days (the "**Withdrawal Period**") following: (i) the day on which the Purchaser completed of the respective Purchase Order; or (ii) the day on which the Purchaser or their authorised representative, other than the carrier, acquires physical possession of the first supply of the purchased Product.

Exercise of the Right of Withdrawal. To withdraw from the particular Purchase Order and claim refund, you shall send a written notice to us via email at info@quinta.pro within the Withdrawal Period. Your notice shall include your name, residence address, email address, telephone number and an obvious and unequivocal statement of your willingness to withdraw from the particular Purchase Order and claim refunds owed to you. Simply returning, refusing delivery or not picking the delivered Product up at the designated premise would not, as such, count as valid expressions of withdrawal from the particular Purchase Order. You hereby acknowledge and agree that the exercise of your right of withdrawal with regard to one Purchase Order shall not be deemed as your withdrawal from the other Purchase Orders placed by you, which will remain in full force and effect.

Return of the Product. If the Purchaser chooses to duly exercise their right of withdrawal with regard to the Product and unless the Seller has offered to collect the Product itself, the Purchaser shall send back the Product or hand it over to the Seller or its authorised representative without undue delay and in any event not later than within fourteen (14) days from the day on which the Product Recipient has communicated their decision to withdraw from the particular Purchase Order in accordance with this Section 7. The Purchaser shall only bear the direct cost of returning the Product. When returning the Product, the Purchaser shall take reasonable care, including, by choosing a shipping (transportation) service provider, to ensure that the Product reaches the Seller and is not damaged in transit.

Refund Terms. If the Purchaser chooses to exercise their right of withdrawal with regard to the particular Purchase Order, the Seller shall reimburse and refund to the Purchaser the full purchase price of the

Product Package associated therewith without undue delay. Unless otherwise expressly agreed by the Seller and Purchaser, all refunds owed to the Purchaser will be made in the same form and by the same means as the Purchaser used for placing the respective Purchase Order. The Seller is responsible for all fees and transaction commissions arising from or in connection with any refunds made hereunder. However, the Seller shall not be responsible for and are not obligated to reimburse any fees and transaction commissions paid by the Purchaser in connection with the initial placing of the Purchase Order. The Seller may withhold any refunds owed to the Purchaser, until either (whichever is the earliest) (i) the Seller has received the Product back, or (ii) the Purchaser has supplied sufficient and adequate evidence of having sent back the respective Product.

Purchaser's Responsibility. The Purchaser shall handle and inspect the Product with due care and to the extent reasonably necessary to establish the nature, characteristics and functioning of the Product. The Purchaser is solely responsible for any diminished value of the Product resulting from the handling and inspecting of the Product during the Withdrawal Period. If the Product is ultimately returned to the Seller, the Seller is entitled to request the Purchaser to reimburse all losses and damages incurred by the Seller as a result of any diminished value of the Product. In this case, such losses and damages may be withheld from the refund to be paid to the Purchaser or the Purchaser shall reimburse all such losses and damages within thirty (30) days after the respective request according to the instructions provided by the Seller.

8. WALLET

General. When participating in the Product Sale, you may connect your Wallet through one of the compatible third-party software wallets. The Wallets constitute the Third-Party Services and we are not responsible for, do not endorse, shall not be held liable or responsible in connection with, and do not make any warranties, whether express or implied, as to the Wallets used by you in connection with the Product Sale or otherwise. When using the Wallets, you should review applicable terms and policies that govern your use thereof.

Security. We never receive access to or control over your Wallets or Digital Assets held in such Wallets. Therefore, you are solely responsible for securing your Digital Assets, Wallets and credentials thereto (such as private and public keys, seed phrase, passwords, etc.) as well as their confidentiality. You should not disclose your private keys or related credentials to any third person and allow any third person to access your Wallets. You remain responsible for all transactions carried out via your Wallets or using credentials thereto, and all such transactions will be considered to be made personally by you.

Disclaimer. We will not be liable for any losses or damages, including consequential, incidental, or indirect damages, arising from unauthorised use of your Wallets or any credentials thereto, or if you failed to ensure confidentiality of such credentials, and you hereby release and forever discharge us from any and all actions, claims, suits, demands, losses, damages, other obligations or liabilities of any nature whatsoever, whether known or unknown, arising from or in connection with the above, to the maximum extent permitted by law.

9. WARRANTIES AND REPRESENTATIONS

Purchaser's Warranties and Representations. By entering into these Terms, you expressly represent and warrant to us that:

- (a) you have read and understand these Terms, including all documents and items incorporated herein by reference;

- (b) you have the necessary authority to accept these Terms, enter into a binding agreement with us, and perform the obligations set out herein;
- (c) the acceptance of these Terms shall not result in any breach of, be in conflict with, or constitute a breach or default under: (i) any provision of any judgement, decree or order imposed on you by any court, governmental or regulatory authority; and/or (ii) any material agreement, obligation, duty or commitment to which you are a party or by which you are bound;
- (d) you are acting on your own behalf and not as an agent or on behalf of any other person or entity;
- (e) you acknowledge that the Seller Parties may possess material non-public information regarding the Product and the Project not known to you that may impact the value of Product, and understand the disadvantage to which you may be subject due to the disparity of information between you and the Seller Parties;
- (f) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with Smart-Contracts, Digital Assets, Digital Assets storage facilities, including Wallets, distributed ledger technology and blockchain-based software in general;
- (g) any Wallet used by you in relation to the Product Sale and transactions contemplated hereunder is either owned by you, or that you are validly authorised to carry out transactions using such Wallet;
- (h) any Funds used by you in connection with the Product Sale and transactions contemplated hereunder (i) are either owned by you, or that you are validly authorised to carry out actions using such Funds, (ii) are from legitimate sources, and (iii) were lawfully acquired;
- (i) you shall be solely responsible for all and any operations carried out by you in connection with the Product Sale and any transactions with the Funds;
- (j) you understand and agree that the Product purchased in the Product Sale shall not become immediately available for the shipping, use or otherwise disposal thereof, and shall be delivered to you on deferred terms;
- (k) you are not a Prohibited Person nor participate in the Product Sale for the benefit of a Prohibited Person;
- (l) you will comply with any applicable tax obligations in your jurisdiction arising from your participation in the Product Sale;
- (m) you acknowledge and agree that we do not act as your agent or fiduciary;
- (n) you understand that your participation in the Product Sale may not be beneficial or suitable to you, and that you may sustain losses from transactions carried out in relation to the Product Sale;
- (o) you shall not make any decisions based solely on the information contained in the Materials, or otherwise made available to you, and you shall conduct your own substantial research and analysis before making any decision;

- (p) you acknowledge that your participation in the Product Sale may not be profitable and we do not guarantee any profit or that the value of the Product will increase over the time, or that the Product will hold any particular value or has any value at all;
- (q) you acknowledge that your participation in the Product Sale may not meet your expectations or fit for a particular purpose, and it is always up to you to decide whether to participate in the Product Sale; and
- (r) all of the above representations and warranties are true, complete, accurate, and non-misleading from the time when you accept these Terms, and for the whole period of your participation in the Product Sale.

Seller's Limited Warranties. We warrant to you that the Product will (i) match its description, parameters and specifications contained in the applicable documents and certificates; and (ii) fit for a particular purpose. In each case, you are solely responsible for determining whether to participate in the Product Sale and any acquisition of the Product will always be at your own risk.

Seller's Disclaimer. The Seller's limited warranties expressly outlined above are in lieu of all other warranties, whether express or implied, regarding the Product and Product Sale in a whole, and the Seller Parties hereby expressly disclaim all other warranties of any kind, express or implied, arising from the course of dealing, course of performance or otherwise. You hereby acknowledge and agree that you have relied on no warranties other than the limited warranties expressly provided herein. In particular, we do not warrant, whether expressly or impliedly, and hereby expressly disclaim any warranty and/or representation that:

- (a) the Website, Smart-Contracts, QNT tokens, their underlying blockchain network and/or related technical infrastructure or software will work as expected or represented;
- (b) the Website, Smart-Contracts, QNT tokens, their underlying blockchain network and/or related technical infrastructure or software will be secure or available at any particular time or place;
- (c) the Website, Smart-Contracts, their use, or any transactions carried out in relation to the Product Sale will meet your expectations, be beneficial or suitable to you;
- (d) the acquisition and/or use of the Product will meet your expectations, be beneficial or suitable to you;
- (e) the price and/or value of the Product will increase over the time, or that the Product will hold any particular value, or has any value at all;
- (f) there is or will exist any secondary market for the sale of the purchased Product or that you will be able to resell the Product;
- (g) the Website, Smart-Contracts, their underlying blockchain network and/or related technical elements, such as infrastructure or software, will be secure at all times or be immune to any viruses, bugs, malfunctions, or other harmful components, hacker, malware or other attacks, or third-party hostile interferences; or
- (h) any defects or errors in the Website, Smart-Contracts, and/or related technical elements will be promptly corrected or corrected at all.

10. PROHIBITED ACTIVITIES

You shall not conduct or participate in any of the following activities when participating in the Product Sale or in connection therewith:

- (a) disrupting, interfering with, or inhibiting other Product Sale participants from using the Website, technical infrastructure or software that is used for conducting the Product Sale, and carrying out activities that could disable, impair, or harm the functioning of the Product Sale and associated technical infrastructure or software;
- (b) participating in the Product Sale, purchase of and/or using the Product for any illegal purposes;
- (c) placing the Purchase Orders and/or purchasing the Product through inappropriate or illegal means, including, but not limited to, by using stolen Wallets, or those that you are not authorised to use;
- (d) circumventing or attempting to circumvent any access or functionality restrictions or limitations that the Product Sale, related technical infrastructure and/or software have or may have, including with the use of malware, spyware, harmful code or software, or by undertaking hacker attacks or similar activities;
- (e) participating in the Product Sale or using related technical infrastructure and/or software for any purpose that is harmful or detrimental to the Seller Parties, Product Sale, Project, or any other Purchasers;
- (f) violating any law or rights of any third person;
- (g) conducting fraudulent activities, providing any false, inaccurate, or misleading information in order to unlawfully obtain the Product, Funds, or property of any person, including other Purchasers or any third persons; and
- (h) carrying out any other unlawful activities, or activities that violate any applicable regulations, rules, orders, etc.

11. CONSUMER RIGHTS

Rights. In addition to other rights you have under the law or these Terms, if you are a Consumer, you have the following rights:

- (a) to obtain correct and thorough information about the Product Sale and Product;
- (b) to defend violated rights and redress of pecuniary or non-pecuniary damages and losses in accordance with these Terms; and/or
- (c) to appeal to the competent courts or authorities having jurisdiction regarding the defence of the violated rights and settlement of Disputes.

Notification and Awareness. Notwithstanding anything to the contrary contained herein, if and to the extent you are considered a Consumer, we will make commercially reasonable efforts to notify you in a timely manner about the circumstances, which produce legal effects concerning you or similarly significantly affect you, including if:

- (a) we substantially update, amend, or modify these Terms, the Product Sale and Product parameters and features, underlying software, infrastructure, security protocols, or technical configurations;
- (b) we decide, or are required to, suspend, terminate, or discontinue your participation in the Product Sale, regardless of reason; or
- (c) we take any other actions, which, in our opinion, may significantly affect you and/or your rights under the applicable consumer laws.

12. IMPORTANT DISCLAIMERS

No NFT or Token Sale. In our transactions, the Quinta NFT or QNT are not the items being sold or purchased. Instead, the transactions contemplated hereunder involve only the sale and your purchase of the Product, not the tokens. The Product Sale and the acquisition of the Product do not constitute a collective investment scheme. These Terms govern exclusively your participation in the Product Sale, placing the Purchase Orders and purchase of the Product. For the sake of clarity, each Quinta NFT serves solely as a confirmation of your purchase of the respective Product Package and each QNT token serves as a unit of account for the purchased Product.

Quinta NFT and QNT. Quinta NFTs and QNT tokens do not entitle you to receive any return, passive income, interest, or similar payments or benefits. Neither these Terms nor Quinta NFT or QNT tokens are or are intended to be, or represent, a loan contract, currency, security, commodity, investment, investment contract, future, contract for difference, financial or regulated instruments of any kind. Quinta NFT and QNT tokens are minted (issued) on an “as is” and “as available” basis. We make no warranty of any kind, express or implied, including, the implied warranties of title, non-infringement, integration, merchantability, and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, with respect to the Quinta NFT and QNT tokens, all of which are expressly disclaimed. Quinta NFTs and QNT tokens do not represent or confer any ownership right, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to Seller, Affiliates, Manufacturer or Project. The design, functionality, intended application and any other characteristics pertaining to the QNT tokens may be amended or changed at any time without notice and any liability whatsoever. You hereby acknowledge and agree that (i) we make no promise or guarantee of inherent value with regard to the QNT tokens, (ii) there is no guarantee that the QNT tokens will have any specific value, hold any particular value or have any value at all, and (iii) we do not make any promises of future performance with respect to the QNT tokens, their parameters, supply amount, etc.

No Advice. No part of the Materials is intended as, or shall be considered to be, or construed as, business, legal, financial, investment, trading, or any other sort of advice, or advice of a broker regarding any matters to which all or any part of such Materials relates. Before participating in the Product Sale and carrying out any transactions in connection therewith, you should consult your own legal, financial, tax, or other professional advisors. The Seller Parties shall not be responsible for any decisions made upon the reliance on the Materials, therefore any use of or reliance thereon will always be at your own discretion and risk, and you shall be solely responsible for any possible damages or losses arising therefrom.

No Custody. We do not provide nor intend to provide any custodial or similar services, custodial solutions or software, do not act as your agent or representative, and do not control, manage, or custody any of your Digital Assets or Wallets.

No Broker or Fund Manager Relationship. We are not your broker, fund manager, or any intermediary to any broker or fund manager. Neither the Product Sale nor anything in these Terms shall be considered as a broker, fund, asset management, or financial services, or any intermediation services thereto.

No Solicitation. These Terms and Materials do not and are not intended to constitute an offer of securities, financial instruments, Digital Assets, or a solicitation for investment in or purchase of securities, financial instruments, or Digital Assets in any jurisdiction, nor is it intended to constitute a prospectus or offer document of any type. You hereby acknowledge and agree that participation in the Product Sale relates to the purchase of Products only, and any such purchase shall always be at your own risk and discretion.

No Fiduciary Relationship. Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by the applicable law, we shall owe no fiduciary duties to you, provided, however, that we shall have the duty to act in accordance with these Terms and the implied contractual covenant of good faith and fair dealing to the extent required by the applicable law.

No Partnership or Agency. Nothing in these Terms is intended to, or shall be deemed to, establish any partnership, association, joint venture, or other co-operative entity between you and us. Nothing in these Terms and no action taken by you or us pursuant to these Terms shall constitute, or be deemed to constitute, you as our agent for any purpose, and *vice versa*. Neither you nor we have the authority or power to bind or contract in the name of each other.

Smart-Contracts. While participating in the Product Sale, you may interact with the Smart-Contracts, which constitute independent software. The Smart-Contracts are deployed on the public blockchain network(s) that operate in a decentralised and autonomous manner. A more detailed description of the Smart-Contracts may be provided in the Materials. Access to, use of, and any other interaction with the Smart-Contracts shall be subject to such rules, limitations and restrictions as implemented in the respective Smart-Contracts. You must carefully and thoroughly review and assess the Smart-Contracts and related software, if and where available, before you use them. We neither control nor operate the underlying blockchain network(s) and any software through which such networks are formed. Accordingly, in no event shall we be responsible for or held liable in connection with the Smart-Contracts' underlying blockchain networks and related software, their operation, functioning, implementation, or use, and you hereby assume and accept any and all related risks, including the risk of possible losses and damages that you may incur in connection with the use of any underlying blockchain network(s) and related software through which such networks are formed.

Third-Party Content and Services. When participating in the Product Sale, you may view or interact with the Third-Party Content and Third-Party Services. We are not responsible for and shall not be held liable in connection with, and do not make any warranties, whether express or implied, as to the Third-Party Content or Third-Party Services, do not endorse, recommend or solicit to use, and are not responsible for any such Third-Party Content or Third-Party Services, as well as any information, materials, content, services or tools on or available through such Third-Party Content or Third-Party Services. You hereby affirm and acknowledge that your use of Third-Party Content or Third-Party Services, and your interactions with third parties are at your own risk. To the maximum extent permitted by the applicable law, in no event shall we be responsible for or held liable in connection with any loss or damage of any sort incurred by you as the result of, or in connection with accessing or using any Third-Party Content or Third-Party Services.

13. LIMITATION OF LIABILITY

Limitation of Liability. To the maximum extent permitted under the applicable law, in no event shall:

- (a) the Seller Parties be liable or responsible for any indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, including, but not limited to, the loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption arising out of or in connection with (i) these Terms or their violation, (ii) the Product, including the acquisition, storage, transfer, use of, or inability to transfer or use the Product, (iii) your participation in the Product Sale or any transactions contemplated hereunder, and/or (iv) the failure of the Project to perform as represented or expected, whether based upon breach of warranty or contract, negligence, strict liability, tort, or any other legal theory;
- (b) our and Affiliates' officers, directors, employees, contractors, consultants, and shareholders be held personally liable in connection with (i) these Terms or their violation, (ii) the Product, including the acquisition, storage, transfer, use of, or inability to transfer or use the Product, (iii) your participation in the Product Sale or any transactions contemplated hereunder, and/or (iv) the failure of the Project to perform as represented or expected, provided that this item "b" shall not limit our liability as an entity;
- (c) the Seller Parties be responsible for or held liable in connection with any possible damages or losses, including, but not limited to, consequential, incidental, special or indirect, arising from any decisions made relying on the Materials; and
- (d) the aggregate liability of Seller Parties to you for all damages and losses whatsoever arising out of or in connection with these Terms, their undue performance or violation, the Product Sale, and any transactions contemplated hereunder exceed US \$200 (two hundred U.S. dollars) or the sums paid by you to us in the Product Sale, whichever is higher.

Exclusion of Liability. In no event shall the Seller Parties be responsible for or held liable in connection with any products, services, software or technical infrastructure which they do not control, manage, or operate, occurrence of any events or other circumstances that are beyond their control, as well as consequences thereof. To the maximum extent permitted under the applicable law, in no event shall:

- (a) the Seller Parties be liable for any damages or losses arising in connection with a hacker attack, phishing attack, malware attack, viruses, or trojan horses, whether affecting or transmitted via the Website, Smart-Contracts, or otherwise, or any other unauthorised third-party intervention in the operation thereof;
- (b) the Seller Parties be responsible or liable for or in connection with Third-Party Services or Third-Party Content, in each case including for any direct, indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption; and
- (c) the Seller Parties be liable or responsible for or in connection with any loss or damage caused by or arising from the Force Majeure Circumstances.

Waiver. You shall not, and to the maximum extent permitted under the applicable law hereby waive any right to, seek to recover the damages listed above in this Section 13 from the Seller Parties and/or persons specified above.

Exceptions. Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the above exclusions and limitations shall apply to the maximum extent permitted under the applicable law. Notwithstanding anything to the contrary contained therein, these Terms do not limit our liability for (i) intentional misconduct, gross negligence, fraud, death or any personal injury caused by or in connection

with the Product, their use or inability to use; (ii) any direct damages and losses incurred by Consumers arising out of or in connection with our undue performance, non-performance or violation of these Terms and/or any applicable laws and regulations.

14. INDEMNIFICATION

To the fullest extent permitted under the applicable law, you shall indemnify, defend, and hold harmless the Seller Parties from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable professional and legal fees) that arise from or relate to (i) your violation of these Terms, including making untrue or false representations and/or warranties, (ii) your participation in the Product Sale and any transactions contemplated hereunder, (iii) your purchase or use of the Product, and (iv) exercising, enforcing, or preserving our rights, powers or remedies (or considering doing so) with respect to you in connection with these Terms. We reserve the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in this Section 14. The indemnity set out in this Section 14 is in addition to, and not in lieu of, any other remedies that may be available to us under the applicable law.

15. ASSOCIATED COSTS AND TAXES

Third-Party Costs. When you make transactions in relation to the Product Sale, you may incur certain Third-Party Costs. You shall solely bear any and all Third-Party Costs and you shall be solely responsible for or held liable in connection therewith.

Taxes. You are solely responsible for determining what, if any, Taxes apply to your activities and any transactions carried out in relation to the Product Sale. It is also your responsibility to withhold, collect, report, and remit all applicable Taxes arising in connection with your participation in the Product Sale to the appropriate tax authorities, and we are not responsible for withholding, collecting, reporting, or remitting any such Taxes. You hereby acknowledge, understand, and agree that (i) your transactions in relation to the Product Sale may have tax consequences for you, (ii) you are solely responsible for compliance with your tax obligations, and (iii) we will not bear any liability or responsibility with respect to any tax consequences to you associated with or arising from any transactions carried out hereunder.

16. VOID TRANSACTIONS

Any Funds misappropriated or obtained as a result of or in connection with the violation of these Terms or intended logic of the applicable solutions, such as Smart-Contracts or underlying technical infrastructure of the Product Sale, including any interference in the operation of the Smart-Contracts or any attack on the Smart-Contracts or Purchasers, shall be prohibited, and any transactions related to the foregoing shall be considered null and void *ab initio*.

17. UPDATES AND AVAILABILITY

Updates and Modifications. The Product Sale terms, parameters and its underlying technical infrastructure, including the applicable Smart-Contracts, technical infrastructure, security protocols and technical configurations, processes, etc., may be updated, changed, or modified from time to time without prior notice to you, and we shall not be in any case held liable with respect to any such update; provided that those Smart-Contracts which are programmed as immutable cannot be changed or modified.

Availability. The Product Sale or its underlying technical infrastructure may become inaccessible or inoperable from time to time due to various reasons, such as maintenance procedures, updates, disruptions, third-party interferences, hacker or malware attacks, Force Majeure Circumstances, failures in

the operation or malfunction of the underlying technical infrastructure or software, unavailability of the Third-Party Services, and so forth. As a result, your ability to participate in the Product Sale may be prevented or limited without prior notice. Access to the Product Sale may be limited, suspended, or restricted with immediate effect and without notification and liability, regardless of reason, including if we, acting at our sole discretion, determine that (i) you have violated or may likely violate these Terms, applicable laws or regulations; or (ii) you or your actions create or may create legal exposure or adverse legal or regulatory implications for us, Affiliates, or the Project; or (iii) you are or likely to be a Prohibited Person or act on behalf of a Prohibited Person. You shall comply with such limitations and you shall not circumvent or bypass them in any way. We may incorporate certain software, solutions and/or tools allowing to identify Prohibited Persons or users violating these Terms or the law, and reject their participation in the Product Sale. There is no guarantee or warranty that the Product Sale, Website, or certain functionalities thereof will remain available or accessible.

18. PROPRIETARY RIGHTS

Ownership. You do not receive any rights, title, or interest in or to the Intellectual Property and the respective rights holders reserve the right to prohibit any use of the respective Intellectual Property at any time. You may not obscure, remove or alter any marks or notices displayed within the Website or on the Product. Any rights not expressly granted to you under these Terms and/or applicable FOSS Licences are reserved by us, respective Affiliates, and/or other rights holders.

FOSS Licences. Certain components used within the Website may be distributed under the FOSS Licences, the terms of which shall be made available to you, and you agree to abide by and comply with the terms thereof, if and where applicable.

Feedback. By providing Feedbacks, you grant us a non-exclusive, irrevocable, royalty-free, perpetual, fully paid up, worldwide licence (right) to use, copy, edit, reproduce, translate, publicly display and perform, distribute, commercialise, create derivative works from your Feedback and the right to assign these rights to third parties in whole or in part. We may use, reproduce, disclose, make publicly available and otherwise exploit any of your Feedbacks at our sole discretion, without restrictions or any obligations to you.

19. TERM AND TERMINATION

Term. These Terms will be in full force until terminated in accordance with the terms prescribed herein.

Termination. These Terms, as between you and us, shall be deemed automatically terminated upon the occurrence of the following events, whichever is earlier:

- (a) termination of these Terms by us;
- (b) termination of these Terms by you, by exercising your right of withdrawal in accordance with Section 7 (if applicable); or
- (c) the Closing.

Termination by Us. We reserve the right to immediately terminate these Terms and reject your participation in the Product Sale, in which case all our obligations on the sale and transfer of the Product (or a portion thereof) to you shall cease and be of no further effect, if:

- (a) you have, or we determine or suspect that you have, while participating in the Product Sale, violated the Terms;

- (b) any information or document provided in connection with KYC Checks is incomplete, inaccurate, incorrect, or misleading in any respects;
- (c) you have failed to pass the KYC Checks, or will likely fail to timely complete thereof or perform the requirements introduced or established by us; or
- (d) we have decided to terminate the Product Sale, regardless of reason.

Refunds. If we terminate these Terms pursuant to items “a” or “b” of the foregoing paragraph, you will not be entitled to receive the purchased Product and any refunds, which may be retained by us as fair compensation for your violation of these Terms. If we terminate these Terms pursuant to items “c” or “d” of the foregoing paragraph, the Seller will reimburse the full purchase price of Product Packages and/or Product purchased by you without undue delay.

Survival. Sections 9, 12-14, 16, 18-24 shall survive any expiration or termination of these Terms and/or the Product Sale, regardless of reason.

20. APPLICABLE LAW

General. These Terms, as well as any and all relationship between you and us relating to the Product Sale or any transaction contemplated in these Terms shall be governed by and construed and enforced in accordance with the laws of the British Virgin Islands, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

Exception. This notwithstanding, the choice of law prescribed in this Section 20 will not prejudice the mandatory provisions of the law that may apply to you as a Consumer.

21. DISPUTE RESOLUTION

Dispute Resolution. For any Dispute that you have against us or relating in any way to these Terms, the Product Sale or the Product, you should first contact us and attempt to resolve the Dispute informally by sending a Notice to us via email at info@quinta.pro. The Notice must include your name, residence address, email address and telephone number, describe the nature and basis of the Dispute and set forth the specific relief sought. If we and you cannot reach an agreement to resolve the Dispute within thirty (30) days after such Notice is received, then, without prejudice to the mandatory provisions of the applicable laws, either you or we may submit the Dispute to the courts of the British Virgin Islands having jurisdiction.

Waiver of Jury Trial. You and we hereby waive your and our respective rights to a jury trial.

Confidentiality. Unless otherwise required by the applicable law, and to the maximum extent permitted and possible, you, we, and other persons engaged by you or us shall maintain the confidentiality of any litigation and negotiation proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the litigation or negotiation, or related to the Disputes.

No Class Actions. Any Dispute arising out of or related to these Terms is personal to you and us and will be resolved solely through individual litigation and will not be brought as a class action or any other type of representative proceeding in any circumstances. There will be no class or other type of representative action, whether within or outside of litigation where an individual attempts to resolve a Dispute as a representative of a group of individuals.

Statutes of Limitation. To the maximum extent permitted under the law, you and we hereby agree that any claim arising out of or related to these Terms, the Product Sale or the Product shall be filed within one

(1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you, nor we will have the right to assert such claim.

22. COMMUNICATION

Communication Channels. You agree and consent to receive electronically all Communications that we provide in connection with these Terms, the Product Sale, Product and Project. You agree that we may provide Communications to you through any of the Communication Channels, provided that only those postings shall be deemed to constitute Communication that are expressly marked as relating to these Terms. All Communications specified in this paragraph shall be deemed in writing, valid and of full legal force, and delivered to you on the day following the day when they are published or transmitted, as the case may be.

Contact Details. You may electronically communicate with us by sending Communications to the following email address info@quinta.pro. We may require you to provide additional data or documents that will allow us to identify you.

23. MISCELLANEOUS

Third-Party Beneficiaries. Except for the Seller Parties, there shall be no third-party beneficiaries to these Terms. However, Seller Parties' consent is not required to modify, assign, or otherwise affect these Terms.

No Waiver. No failure or delay by us to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Entire Agreement. These Terms, together with any documents incorporated herein by reference, constitute the entire agreement between you and us, and supersede all prior and contemporaneous understandings, writings, letters, statements or promises between you and us regarding the subject matters hereof. You hereby agree and acknowledge that when entering into these Terms, you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance, or warranty (whether made negligently or innocently) other than as expressly set forth in these Terms. Unless otherwise expressly provided herein, there shall be no third-party beneficiaries hereto.

Language. Currently, only the English version of the Website interface and any Communications is considered official. The English version shall prevail in case of differences in translation of any Materials, Communications, or other content.

Assignability. Except for your right to transfer the QNT tokens as outlined herein, you shall not assign or transfer any rights or obligations under these Terms without our prior written consent. We may transfer or assign these Terms, including any rights and obligations hereunder at any time and no such transfer or assignment shall require your additional consent or approval.

Validity and Enforceability. If any provision or part-provision of these Terms is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) these Terms will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of these Terms will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of these Terms a legal, valid

and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible. In any event, the invalidity or unenforceability of any provision or part-provision of these Terms shall not affect the validity or enforceability of any other provisions of these Terms, all of which shall remain in full force and effect.

Modification. You acknowledge and agree that we may modify, supplement or update these Terms from time to time at our sole and absolute discretion, and without your consent. If we make changes to these Terms, we will update the “Last Updated” date at the top of these Terms. Unless otherwise specified by us, updated Terms shall become effective immediately, and your participation in the Product Sale confirms the acceptance of such updated Terms. If you do not agree to the amended Terms, you must not participate in the Product Sale. It is expressly acknowledged that it is your sole obligation to review these Terms in order to stay informed about the content, terms, and conditions outlined herein, and the choices available to you.

24. DEFINITIONS AND INTERPRETATION

Definitions. In these Terms, unless the context requires otherwise, the terms shall have the following meaning:

“Acceptance” means the acceptance of the Products by the Purchaser or its representative at the time when the Products are supplied, confirming that such Products meet the applicable requirements.

“Acceptance Period” means fourteen (14) days following the delivery of the Product to you or your authorised representative in accordance with the terms hereof.

“Account” means an account registered with the Website.

“Affiliate” means a person controlling, controlled by, or under the same control as the Seller.

“Claim” means any claim addressed to the Seller by the Purchaser stating that the Product contains Defects or is supplied in improper quantity and/or volume.

“Closing” means your Acceptance of the purchased Product.

“Communications” means any letters, notices, messages, demands, requests, or other communications which may be required, permitted, or contemplated hereunder.

“Communication Channels” means the Website and channels, social media accounts, chats, groups, or bots, as may be indicated on the Website.

“Consumer” means a natural person using services, making deals or transactions for personal or household purposes as defined under the applicable legislation, i.e. for certain purposes that are wholly or mainly outside their trade, business, craft, or profession.

“Defects” means any defect or material disparity between the Product and quality requirements applicable to the Product, as set forth in the applicable documents and specifications, if any, but excluding any defect or deficiency caused by or arising as a result of (i) any act or omission of any person other than the Seller or a person acting on Seller’s behalf; and/or (ii) treatment, use, commissioning, and unsuitable operation, including transport and unloading.

“Digital Assets” means cryptocurrencies and other digital tokens implemented on a public blockchain network, such as, for example, USD Tether (USDT), USD Coin (USDC), and so forth.

“Dispute” means any dispute, controversy, claim, suit, action, cause of action, demand, or proceeding.

“Feedback” means any comments, suggestions, recommendations, or other feedback, provided by you in connection with or relating to your participation in the Product Sale and/or the acquisition of Product.

“Fiat Currency” means the government-issued currency that is designated as legal tender through government decree, regulation, or the law, such as, for example, Euro or U.S. dollar.

“Force Majeure Circumstances” include, without limitation, (i) fire, flood, hostility, pandemic, the act of God, explosion, strike, (ii) war, undeclared war, civil war, revolution, riot, act of terrorism, military actions and operations, (iii) sanctions, government actions, cease and desist orders issued by governmental or other authorities, embargoes, actions initiated by governmental or other authorities, (iv) weaknesses, vulnerabilities and bugs in the software, blockchain networks, Wallets, and other technologies used in connection with these Terms and transactions contemplated hereunder, 51% attacks or similar attacks on Digital Assets’ underlying blockchain networks; (v) actions, failures to act or inactions of Third-Party Service providers or other third parties, including fraud, loss or theft of funds by such third parties, (vi) system interference and/or destruction by any malicious programs, (vii) power failure, equipment or software malfunction or error, (viii) other circumstances beyond our control interfering the performance of these Terms.

“FOSS Licences” means a free and open-source software licence that allows for editing, modifying, or reusing software’s source code.

“Funds” means the Fiat Currencies and/or Digital Assets.

“Incoterms 2020” means the International Rules of Interpretation of Commercial Terms INCOTERMS in edition of International Chamber of Commerce, 2020 year.

“Intellectual Property” means any names of services and products, logos, trademarks and other marks, copyrighted content, designs, drawings, animations, videos, etc., which are attributable to the Product, available on the Website, contained in the Materials, or otherwise provided by us or on our behalf.

“KYC Checks” mean identification, due diligence, know-your-client checks, as well as other anti-money laundering and combating the financing of terrorism procedures as may be established by us from time to time.

“Manufacturer” means a company that manufactures and produces the Product.

“Manufacture Period” means five (5) years from the date when the completion of the Plant construction and launch, provided that this term may be changed in accordance with the terms contained herein.

“Materials” means any information, statements, announcements, data, content, and materials provided on or through the Communication Channels, or otherwise communicated in connection with the Product Sale and/or Project.

“NFT” means a non-fungible digital cryptographic token.

“Notice” means a written notice of your claim to any of the Seller Parties.

“Plant” means the plant constructed for the Product manufacturing, including all related facilities, equipment, and infrastructure.

“Product” means the non-microbiological biostimulant ProtoHumiX®, as further described at <https://protohumix.com/en/about-product/humic-acid>.

“Product Package” means a distinct batch of the Product purchased hereunder. Each Product Package has its specific purchase price, volume of Product purchased, and may include certain other parameters and terms pertaining to the Product and its supply.

“Product Sale” means the sale of the Product Packages via the Website.

“Prohibited Jurisdiction” means any of the following jurisdictions: United Arab Emirates, United States of America (including its territories: American Samoa, Guam, Puerto Rico, the Northern Mariana Islands, and the U.S. Virgin Islands), Democratic People’s Republic of North Korea, Islamic Republic of Iran, Republic of Cuba, Syrian Arab Republic, Myanmar, Sevastopol and the Crimea Region of Ukraine, Donetsk People’s Republic and Luhansk People’s Republic regions of Ukraine, and any jurisdiction or territory, which is subject to a country-wide or territory-wide sanction imposed by any country, government, or international authority.

“Prohibited Person” means any citizen or resident of, or person subject to jurisdiction of, any Prohibited Jurisdiction, or person subject to any sanctions administered or enforced by any country, government or international authority, including the EU, OFAC, United Nations Security Council, but not limited to the above.

“Project” means the Quinta Essentia project, as described in the Materials. The description of the Project contained herein, in the Materials, or otherwise communicated by us or on our behalf, is not binding on us and provided for informational purposes only.

“Purchaser”, “you”, “your” means a person who made the Purchase Order.

“Purchase Order” means an order placed by the Purchaser to buy the respective Product Package on the terms and conditions set forth herein.

“QNT” means the Quinta cryptographic tokens having the ‘QNT’ ticker implemented on a certain blockchain network determined by us at our sole discretion.

“Quinta NFT” means an NFT confirming the purchase of the respective Product Package.

“Seller”, “we”, “us”, “our” means Quinta Pro LTD, a BVI business company, having registered address at Intershore Chambers, Road Town, Tortola, VG1110, British Virgin Islands.

“Seller Parties” means the Seller, Affiliates, Manufacturer, and their respective shareholders, directors, officers, employees, agents, advisors, supplier, licensors, contractors, successors, and assignees.

“Smart-Contracts” means autonomous binding self-executing smart-contracts deployed on blockchain networks designed to facilitate or process certain blockchain transactions related to the Product Sale.

“Taxes” means any income, earnings, capital gains, sales, use, value-added, or similar tax, arising from your transactions carried out in connection with the Product Sale.

“Terms” means these Sale Terms & Conditions, together with all agreements and documents incorporated herein by reference, as may be amended from time to time.

“Third-Party Content” means any content, information, materials and items provided by any person, other than the Seller, or produced from third-party sources, including (i) the description of, links to or elements of the Third-Party Services, (ii) promotional materials and advertisements, (iii) any materials and data other than the content available in the Materials, except for the information contained in the Materials that is sourced or obtained from third parties, etc.

“Third-Party Costs” means any costs, fees, or expenses arising in connection with the Product Sale, including, for example, the fees imposed by the applicable blockchain networks, gas costs, fees related to the Third-Party Services, etc.

“Third-Party Services” means any software, services, items, and solutions that are not provided by Seller Parties, such as, for example, Wallets, Digital Assets, verification service providers, payment gateways, payment service providers, blockchain networks, delivery services, etc.

“Wallet” means a pair of public and private cryptographic keys which can be used to track ownership of, receive, manage, and spend Digital Assets on a blockchain network.

“Website” means the website available at quinta.pro

Interpretation. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; words in the singular shall include the plural and in the plural shall include the singular; any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; Section headings do not affect the interpretation of these Terms. You hereby agree that a rule of construction does not apply to our disadvantage because we were responsible for the preparation of these Terms.

