

PUBLIC CONTRACT (contract-offer)

to order, purchase and sale and delivery of goods

This contract is the official and public offer of the Seller to conclude a contract of sale of the Goods presented on the website <https://rotex.ua>. This contract is public, in accordance with Article 633 of the Civil Code of Ukraine, its conditions are the same for all buyers regardless of their status (individual, legal entity, individual entrepreneur) without favoring one buyer over others. By concluding this Agreement, the buyer fully accepts the terms and conditions of placing an order, paying for the goods, delivering the goods, returning the goods, responsibility for an unscrupulous order and all other terms of the contract. The contract is considered concluded from the moment the "Confirm Order" button is clicked on the checkout page in the "Basket" section and the Buyer receives an electronic confirmation of the order from the Seller.

1. Definition of terms

1.1. Public offer (hereinafter - the "Offer") - the public offer of the Seller, addressed to an unspecified circle of persons, to conclude a contract for the sale of goods remotely with the Seller (hereinafter - the "Agreement") on the terms contained in this Offer.

1.2. The product or service is the object of the agreement of the parties, which was selected by the buyer on the website of the online store and placed in the basket, or already purchased by the buyer from the seller remotely.

1.3. Online store - the Seller's website at <https://rotex.ua> is created for the conclusion of retail and wholesale sales contracts based on the Buyer's familiarization with the description of the Goods proposed by the Seller using the Internet.

1.4. The buyer is a legally competent natural person who has reached the age of 18, receives information from the Seller, places an order for the purchase of goods presented on the Internet store website for purposes not related to the implementation of entrepreneurial activities, or a legal entity or an individual entrepreneur.

1.5. The Seller is a private individual Gapunik Viktoria Anatolievna (RNOKPP 2325317462), a legal entity created and operating in accordance with the official legislation of Ukraine, located in: 02000, metro Kiev, blvd. Darnitsky, b. 7, apt. thirty.

2. Subject of the Agreement

2.1. The Seller undertakes to hand over the Goods to the Buyer, and the Buyer undertakes to pay for and accept the Goods in accordance with this Agreement.

2.2. The date of the agreement-offer (acceptance of the offer) and the moment of complete and irrevocable acceptance by the Buyer of the Agreement is the date of completion by the Buyer of the agreement form posted on the website of the online store, which is obtained by the Buyer from the Seller's confirmation of the agreement in electronic view. If necessary, at the discretion of the Buyer, the Agreement may be drawn up in written form.

3. Formalization of the Agreement

3.1. The buyer independently fills out an order in the online store <https://rotex.ua> through the "Cat" form, or by completing an order by e-mail using the phone number entered in the contacts section of the online store <https://rotex.ua>.

3.2. The Seller has the right to act upon the transfer of the Purchaser's terms of reference in the event that the information provided by the Buyer at the time of registration of the terms of reference is not correct or to call upon the suspicion of their validity.

3.3. When completing an order on the website of the online store <https://rotex.ua>, the Buyer undertakes to provide the required information necessary for the Seller to complete the order.:

3.3.1. name of the Buyer;

3.3.2. addresses for which the Goods will be delivered (delivery to the Buyer's address);

3.3.3. contact phone number.

3.3.4. Identification code for a legal entity or individual.

3.4. The name, quantity, article number, price of the Product purchased by the Buyer is indicated in the Buyer's box on the website of the online store <https://rotex.ua>.

3.5. If any of the Parties to the contract requires additional information, it has the right to request it from the other Party. If necessary information is not provided by the Buyer, the Seller is not responsible for providing good service to the Purchaser when purchasing goods in the online store.

3.6. When making an order through the Seller operator (clause 3.1. Offer), the Buyer is required to provide the information specified in clauses 3.3 – 3.4. these Offers.

3.6. The Buyer's praise for this Offer is subject to additional confirmation by the Buyer entering the confirmation data into the registration form on the website of the online store <https://rotex.ua> or when completing the Order through an operator. After completing the Order through the Operator, data about the Buyer is entered into the Seller's database.

3.7. The Buyer bears responsibility for the accuracy of the information provided when completing the Order.

3.8. By concluding the Agreement, in order to accept the given proposition (the consent to the Goods), by completing the Agreement, the Buyer confirms the arrival:

a) The buyer is fully informed and agrees with this proposition (offer);

б) It gives permission for the collection, processing and transfer of personal data, permission for the processing of personal data within the entire term of this Agreement, as well as within the unbound term after the completion of this agreement. In addition to the terms of the agreement, the Buyer confirms that he has received notices (without additional information) about the rights established by the Law of Ukraine "On Protection of Personal Data", about the purpose of data collection, as well as about those that his personal data is transferred to the Seller victoriousness of minds through the method of feasibility of this Treaty, the possibility of carrying out mutual frosts, as well as for the removal of documents, assets and other documents. The Buyer also agrees that the Seller has the right to grant access and transfer his personal data to third parties without any additional notification to the Buyer on the basis of the Buyer's agreement. The observance of the rights of the Buyer, as a subject of personal data, is consistent with the Law of Ukraine "On the Protection of Personal Data" to my knowledge and reasonableness.

4. Price and Delivery of the Product

4.1 Prices for Goods and services are calculated by the Seller independently and indicated on the website of the online store <https://rotex.ua>. All prices for products and services are shown on the website in hryvnias.

4.2 Prices for Products and services may be changed unilaterally by the Seller depending on market conditions. In this case, the price of one unit of the Goods, the price of which has been paid by the Buyer in full, cannot be changed by the Seller unilaterally.

4.3. The delivery of the Product as indicated on the website of the online store <https://rotex.ua> does not include the delivery of the Product to the Buyer. Delivery fee for the Product The Buyer pays according to the current tariffs of delivery services (carriers) directly to the delivery service (carrier).

4.4. The Seller can indicate the approximate cost of delivery of the Goods to the Buyer's address when the Buyer makes a corresponding request to the Seller by sending a letter to the e-mail or when placing an order through the operator of the online store.

4.5. The Buyer's obligations to pay for the Goods are considered fulfilled from the moment of receipt of funds to the Seller's account.

4.6. Settlements between the Seller and the Buyer for the Goods are carried out by the methods specified on the website of the online store in the section «Payment and Delivery».

4.7 When receiving the goods, the Buyer must check the conformity of the Goods with the qualitative and quantitative characteristics (product name, quantity, completeness, expiration date) in the presence of the representative of the delivery service (carrier).

4.8. The buyer or his representative, during the acceptance of the goods, confirms with his signature on the goods receipt / or in the order / or in the transport invoice for the delivery of the goods that he has no complaints about the quantity of the goods, appearance and completeness of the goods.

4.9. The right of ownership and the risk of accidental loss or damage to the Goods shall be transferred to the Buyer or his Representative from the moment of receipt of the Goods by the Buyer in the city of delivery of the Goods upon independent delivery of the Goods from the Seller, or during the handover by the Seller of the goods to the delivery service (carrier) chosen by the Buyer.

5. Rights and obligations of the Parties to the contract

5.1. The seller is obliged:

5.1.1. Deliver the goods to the Buyer in accordance with the terms of this Agreement and the Buyer's order.

5.1.2. Not to disclose any private information about the Buyer and not to provide access to this information to third parties, except for cases provided by law and during the execution of the Buyer's Order.

5.2. The seller has the right:

5.2.1 Change the terms of this Agreement, as well as the prices of Goods and services, unilaterally, by posting them on the website of the online store. All changes take effect from the moment of their publication.

5.3 The buyer undertakes:

5.3.1 Before concluding the Agreement, familiarize yourself with the content of the Agreement, the terms of the Agreement and the prices offered by the Seller on the website of the online store.
5.3.2 In order for the Seller to fulfill his obligations to the Buyer, the latter must provide all the necessary data that uniquely identify him as the Buyer and are sufficient for the delivery of the ordered Goods to the Buyer.

6. Return of Goods

6.1. The Buyer has the right to return to the Seller a non-food product of appropriate quality, if the product does not satisfy him in terms of shape, dimensions, style, color, size or for other reasons cannot be used for its intended purpose. The buyer has the right to return the product of proper quality within 14 (fourteen) days, excluding the day of purchase. The product of proper quality is returned if it has not been used and if its appearance, consumer properties, packaging, seals, labels, as well as the settlement document issued to the Buyer for the payment of the Product have been preserved. The list of goods that are not subject to return on the grounds provided for in this paragraph is approved by the Cabinet of Ministers of Ukraine.

6.2. The return to the Buyer of the cost of goods of appropriate quality is carried out within 30 (thirty) calendar days from the moment of receipt of such Goods by the Seller, subject to compliance with the requirements stipulated in clause 6.1. Agreement, current legislation of Ukraine.

6.3. The cost of the product is subject to refund by bank transfer to the Buyer's account.

6.4. The return of the Goods of proper quality to the Seller's address is carried out at the expense of the Buyer and the Seller does not reimburse the Buyer.

6.5. In the event that defects in the Product are detected during the established warranty period, the Buyer personally, in the manner and within the time limits established by the legislation of Ukraine, has the right to present to the Seller the requirements provided for by the Law of Ukraine "On the Protection of Consumer Rights". In the case of requests for free elimination of defects, the deadline for their elimination is calculated from the date of receipt of the Goods by the Seller at his disposal and physical access to such Goods.

6.6. Consideration of the requirements stipulated by the Law of Ukraine "On the Protection of Consumer Rights" is carried out by the Seller on the condition that the Buyer provides the documents stipulated by the current legislation of Ukraine. The Seller is not responsible for the defects of the Goods that arose after their transfer to the Buyer as a result of the Buyer's violation of the rules for the use or storage of the Goods, the actions of third parties or force majeure.

6.7. The buyer does not have the right to refuse a good quality product that has individually defined properties, if the specified product can be used exclusively by the buyer who purchased it (including, at the buyer's request, non-standard sizes, characteristics, appearance, equipment and other). The confirmation that the product has individually defined properties is the difference in product sizes and other characteristics specified in the online store <https://rotex.ua>.

6.8. The return of goods, in the cases provided for by law and this Agreement, is carried out at the address specified on the website in the "Contacts" section

7. Responsibility

7.1. The Seller is not responsible for damage caused to the Buyer or third parties as a result of improper installation, use, storage of the Goods purchased from the Seller.

7.2. The Seller is not responsible for improper, untimely fulfillment of Orders and its obligations in the event that the Buyer provides inaccurate or erroneous information.

7.3. The Seller and the Buyer are responsible for fulfilling their obligations in accordance with the current legislation of Ukraine and the provisions of this Agreement.

7.4. The Seller or the Buyer is released from responsibility for full or partial non-fulfillment of their obligations, if the non-fulfillment is the result of force majeure circumstances such as: war or hostilities, earthquake, flood, fire and other natural disasters that occurred regardless of the will of the Seller and/or The buyer after concluding this contract. A Party that cannot fulfill its obligations shall immediately notify the other Party thereof.

8. Privacy and protection of personal data.

8.1. By providing his personal data on the website of the online store when registering or placing an Order, the Buyer gives the Seller his voluntary consent to the processing, use (including transfer) of his personal data, as well as taking other actions provided for by the Law of Ukraine "On the Protection of Personal Data ", without limiting the validity period of such consent.

8.2. The Seller undertakes not to disclose the information received from the Buyer. It is not considered a violation for the Seller to provide information to counterparties and third parties acting on the basis of a contract with the Seller, including for the fulfillment of obligations to the Buyer, as well as in cases where the disclosure of such information is established by the requirements of the current legislation of Ukraine.

8.3. The buyer is responsible for keeping his personal data up to date. The Seller is not responsible for poor performance or failure to fulfill its obligations due to the irrelevance of information about the Buyer or its inconsistency.

9. Other terms of the contract

9.1. This contract is concluded on the territory of Ukraine and is valid in accordance with the current legislation of Ukraine.

9.2. All disputes arising between the Buyer and the Seller shall be resolved through negotiations. In case of failure to reach a settlement of the disputed issue through negotiations, the Buyer and/or the Seller have the right to apply for a resolution of the dispute to the judicial authorities in accordance with the current legislation of Ukraine.

9.3. The seller has the right to make changes to this Agreement unilaterally, provided for in clause 5.2.1. Agreement. In addition, changes to the Agreement can also be made by mutual consent of the Parties in accordance with the procedure provided for by the current legislation of Ukraine.

ADDRESS AND DETAILS OF THE SELLER:

Hapunik Viktoriia Anatolievna
02000, Kyiv, blvd. Darnytskyi, b. 7, sq. 300
RNOKPP 2325317462
UA473052990000026001036232219
bank «ПриватБанк»
Single tax payer group 2 at the rate of 20%
Not a VAT payer.