

# Public offer agreement

## Public offer agreement

### General provisions

1.1. Current offer is an official offer of Speech Recovery Centers of Vlada Tarasenko , further on text - " Seller ", conclude purchase and sale goods agreement in a remote way , then there is through online store , further on text - " Contract ", and places a public offer (proposal) at official website of the Seller <http://www.brain.gift> (hereinafter - "Website").

1.2. The moment of full and unconditional acceptance by the Buyer of the Seller's offer (acceptance) to conclude an electronic contract for the sale of goods is the fact that the Buyer pays for the order on the terms of this Agreement, on time and at the prices indicated on the Seller's website.

## Concepts and definitions

2.1. In this offer, unless the context otherwise requires, the following terms have the following meanings:

- \* "goods" - models, accessories, components and accompanying items;
- \* "Internet store" - in accordance with the Law of Ukraine "on electronic commerce", a means for presenting or selling a product, work or service by making an electronic transaction.
- \* "Seller" - a company that sells goods presented on the Internet site.
- \* "Buyer" - an individual who has entered into an Agreement with the Seller on the terms and conditions set forth below.
- \* "Order" - the choice of individual items from the list of goods specified by the Buyer when placing an order and making payment.

## Subject of the Agreement

3.1. The Seller undertakes to transfer the Goods to the Buyer's ownership, and the Buyer undertakes to pay for and accept the Goods on the terms of this Agreement.

This Agreement governs the purchase and sale of goods in the online store, including:

- voluntary choice by the Buyer of goods in the online store;
- independent registration by the Buyer of the order in the online store;

- payment by the Buyer of the order placed in the online store;
- processing and delivery of the order to the Buyer in the property on the terms of this Agreement.

## **How to place an order**

- 4.1. The buyer has the right to place an order for any product presented on the Website of the online store and available.
- 4.2. Each item can be presented in the order in any quantity.
- 4.3. If it is not possible to provide the goods, the Company Manager is obliged to notify the Buyer (by phone or via e-mail).
- 4.4. In the absence of a product, the Buyer has the right to replace it with a product of similar functionality, to refuse this product, to cancel the order.

## **Order payment procedure**

### **Cash on delivery**

- 5.1. Payment is made upon receipt of the goods in the department of the transport company for cash in UAH.
- 5.2. If funds are not received, the online store reserves the right to cancel the order.

### **Order delivery terms**

- 6.1. Delivery of goods purchased in the online store is carried out to the warehouses of transport companies, where orders are issued.
- 6.2. Along with the order, the Buyer is provided with documents in accordance with the legislation of Ukraine.

### **Rights and obligations of the parties:**

7.1. The seller has the right:

- unilaterally suspend the provision of services under this agreement in case of violation by the Buyer of the terms of this agreement.

7.2. Buyer obliged:

- timely pay and receive the order on the terms of this contract.

7.3. Buyer has a right:

- place an order in the online store;
- design electronic agreement ;
- require the Seller to fulfill the terms of this Agreement.

## **A responsibility parties**

8.1. The parties are responsible for non-fulfillment or improper fulfillment of the terms of this agreement in the manner prescribed by this agreement and the current legislation of Ukraine.

8.2. The seller is not responsible for:

- the appearance of the Goods changed by the manufacturer;
- for a slight discrepancy in the color gamut of the product, which may differ from the original product solely due to the different color rendering of personal computer monitors of individual models;
- for the content and truthfulness of the information provided by the Buyer when placing an order;
- for delays and interruptions in the provision of the Services (order processing and delivery of goods) that occur for reasons beyond its control;
- for illegal actions carried out by the Buyer using this access to the Internet;
- for the transfer by the Buyer of their network identifiers - IP , MAC address , login and password to third parties;

8.3. The buyer, using the access to the Internet provided to him, is independently responsible for the harm caused by his actions (personally, even if another person was under his login) to persons or their property, legal entities, the state or moral principles of morality.

8.4. In the event of force majeure circumstances, the parties are released from the terms of this agreement. For the purposes of this agreement, force majeure means events of an extraordinary, unforeseen nature that exclude or objectively interfere with the execution of this agreement, the occurrence of which the Parties could not foresee and prevent by reasonable means.

8.5. The parties shall make every effort to resolve any differences solely through negotiations.

## Other conditions

9.1. The online store reserves the right to unilaterally amend this agreement, subject to its prior publication on the website <http://www.brain.gift>

9.2. The online store was created to organize a remote method of selling goods via the Internet.

9.3. The buyer is responsible for the accuracy of the information specified when placing an order. At the same time, when making an acceptance (placement of an order and subsequent payment for the goods), the Buyer provides the Seller with his unconditional consent to the collection, processing, storage, use of his personal data, in the understanding of the Law of Ukraine "On the Protection of Personal Data".

9.4. Payment by the Buyer of the order placed in the online store means the full consent of the Buyer with the terms of the contract of sale (public offer)

9.5. The actual date of the electronic agreement between the parties is the date of acceptance of the conditions, in accordance with art. 11 of the Law of Ukraine "On Electronic Commerce"

9.6. Using the resource of the online store to preview the goods, as well as to place an order for the Buyer is free.

9.7. The information provided by the Buyer is confidential. The online store uses information about the Buyer solely for the purpose of processing the order, sending notifications to the Buyer, delivering goods, making mutual settlements, etc.

## The procedure for returning goods of good quality

10.1. Return goods to the online store produced according to current legislation Ukraine.

10.2. Return goods to the online store produced per check Buyer .

10.3. At return by the Buyer goods of proper quality, online store returns to him paid per product monetary amount minus expenses online store had for shipping these goods to the Buyer.

## Term actions agreements

11. 1. An electronic contract is considered concluded from the moment the person who sent the proposal to conclude such an agreement receives a response on the acceptance of this proposal in the manner prescribed by part six of article 11 of the Law of Ukraine "On Electronic Commerce".

11.2. Before the expiration date, this Agreement may be terminated by mutual agreement of the parties until the actual delivery of the goods, by refund

11.3. The Parties have the right to terminate this Agreement unilaterally, if one of the Parties fails to comply with the terms of this Agreement and in cases provided for by the current legislation of Ukraine.

Please note that the online store on the official website <http://www.brain.gift>, It has right, in accordance with the law Ukraine, provide right use the Internet FLP platform and legal persons for implementation goods.