

PUBLIC OFFER AGREEMENT

for ordering, purchasing, and delivering goods

This Agreement is an official and public offer of the Seller to enter into a sales contract for the Goods presented on the website <https://www.artbeton.market>. This Agreement is public, meaning that, in accordance with Article 633 of the Civil Code of Ukraine, its terms are the same for all buyers regardless of their status (individual, legal entity, or sole proprietor), without preference to any buyer. By entering into this Agreement, the Buyer fully accepts the terms and procedures for placing an order, paying for the goods, delivering, returning goods, liability for improper orders, and all other conditions. The Agreement is deemed concluded from the moment the Buyer clicks the 'Confirm Order' button on the order page in the 'Cart' section and receives confirmation of the order in electronic form from the Seller.

1. Definitions

- 1.1. Public offer (hereinafter referred to as the 'Offer') – a public proposal by the Seller, addressed to an indefinite number of persons, to conclude a remote sales contract (hereinafter referred to as the 'Contract') under the conditions set forth in this Offer.
- 1.2. Goods or Services – the subject of the parties' agreement, selected by the Buyer on the online store's website and placed in the cart, or already purchased from the Seller remotely.
- 1.3. Online Store – the Seller's website at www.artbeton.market, created for retail and wholesale contracts based on the Buyer's acquaintance with the Seller's product description via the Internet.
- 1.4. Buyer – a legally capable individual who has reached 18 years of age, who receives information from the Seller, places an order for goods presented on the online store's website for purposes not related to entrepreneurial activity, or a legal entity or sole proprietor.
- 1.5. Seller – Limited Liability Company 'Art Beton Market' (EDRPOU code 44863368), a legal entity established and operating under the laws of Ukraine, located at: 18036, Cherkasy, Smilyanska St., 147.

2. Subject of the Agreement

- 2.1. The Seller undertakes to transfer ownership of the Goods to the Buyer, and the Buyer undertakes to pay for and accept the Goods under the terms of this Agreement.
- 2.2. The date of conclusion of this offer Agreement (acceptance of the Offer) and the moment of full and unconditional acceptance by the Buyer of the terms of the Agreement shall be considered the date the Buyer fills out the order form on the Online Store website, subject to the Buyer receiving an electronic confirmation of the order from the Seller. If necessary, at the Buyer's request, the Agreement may be executed in writing.

3. Order Placement

3.1. The Buyer independently places an order in the Online Store through the 'Cart' form, or by email or phone number specified in the Contacts section of the Online Store.

3.2. The Seller has the right to refuse to fulfill the order if the information provided by the Buyer is incomplete or raises doubts about its validity.

3.3. When placing an order, the Buyer must provide the following required information for the Seller to fulfill the order:

3.3.1. Buyer's full name;

3.3.2. Delivery address (if delivery to Buyer's address);

3.3.3. Contact phone number;

3.3.4. Tax ID for legal entities or sole proprietors.

3.4. The name, quantity, SKU, and price of the selected Goods are indicated in the Buyer's cart on the Online Store website.

3.5. If either Party requires additional information, it may request it from the other. Failure to provide necessary information by the Buyer releases the Seller from responsibility for quality service provision.

3.6. When placing an order through the Seller's operator, the Buyer must provide the information stated in sections 3.3 – 3.4.

3.7. The Buyer is responsible for the accuracy of the information provided when placing the order.

3.8. By accepting this Offer through order placement, the Buyer confirms that:

a) they are fully familiar with and agree to all the terms of this Offer;

b) they consent to the collection, processing, and transfer of personal data for the purposes of fulfilling the terms of this Agreement, including settlements and document delivery. This consent is valid throughout the term of the Agreement and indefinitely afterward.

4. Price and Delivery of Goods

4.1. Prices for Goods and services are determined by the Seller and indicated on the Online Store website in Ukrainian Hryvnia (UAH), including VAT.

4.2. Prices may be changed unilaterally by the Seller depending on market conditions. However, the price of Goods already paid in full by the Buyer cannot be changed.

4.3. The price does not include delivery costs. The Buyer pays the delivery cost according to the rates of the selected delivery service.

- 4.4. Delivery to the Buyer's address is not included in the product price on the website.
- 4.5. The Seller may provide an estimated delivery cost upon request by email or when placing the order through an operator.
- 4.6. The Buyer's payment obligation is considered fulfilled once the funds are received by the Seller.
- 4.7. Settlements are carried out by the methods listed in the 'Payment and Delivery' section on the website.
- 4.8. Upon receipt, the Buyer must verify the product in the presence of the courier for conformity in quantity and quality.
- 4.9. The Buyer's signature on the invoice or delivery document confirms no claims regarding quantity, appearance, or completeness.
- 4.10. Ownership and risk of accidental loss or damage pass to the Buyer upon delivery.

5. Rights and Obligations of the Parties

5.1. Seller's obligations:

- 5.1.1. Deliver the Goods in accordance with this Agreement and the Buyer's order.
- 5.1.2. Maintain the confidentiality of the Buyer's information except as required by law or to fulfill the order.

5.2. Seller's rights:

- 5.2.1. Change this Agreement and prices unilaterally by publishing updates on the Online Store website.

5.3. Buyer's obligations:

- 5.3.1. Familiarize themselves with the Agreement terms and prices before concluding the Agreement.
- 5.3.2. Provide accurate personal and delivery information to enable order fulfillment.

6. Return of Goods

- 6.1. The Buyer may return non-food Goods of proper quality within 14 days, provided they have not been used, retain their marketable condition, packaging, tags, and receipt.
- 6.2. Refunds are processed within 30 calendar days from the date the returned Goods are received by the Seller, subject to compliance with clause 6.1.
- 6.3. Refunds are made via bank transfer to the Buyer's account.
- 6.4. Return shipping costs are paid by the Buyer and are not reimbursed.

6.5. If defects are discovered within the warranty period, the Buyer may demand remedies under the Law of Ukraine 'On Consumer Rights Protection'.

6.6. The Seller considers claims if proper documentation is provided by the Buyer. The Seller is not liable for defects caused by misuse, third parties, or force majeure.

6.7. The Buyer cannot return Goods with individually defined characteristics (e.g., custom dimensions, appearance, configuration).

6.8. Returns are made to the address specified in the 'Contacts' section of the website.

7. Liability

7.1. The Seller is not liable for damage resulting from improper installation, use, or storage of the Goods.

7.2. The Seller is not liable for delays or failures due to incorrect Buyer information.

7.3. Both Parties are liable according to Ukrainian law and this Agreement.

7.4. Neither Party is liable for failure to perform due to force majeure (war, natural disasters, etc.) that occurred after the Agreement was concluded.

8. Confidentiality and Personal Data Protection

8.1. By providing personal data during registration or order placement, the Buyer consents to their processing and use without limitation in accordance with Ukrainian law.

8.2. The Seller undertakes not to disclose personal information, except to fulfill obligations or as required by law.

8.3. The Buyer is responsible for keeping their personal data up-to-date. The Seller is not liable for issues arising from outdated or incorrect data.

9. Other Provisions

9.1. This Agreement is governed by the laws of Ukraine.

9.2. Disputes are resolved through negotiation, and if unresolved, may be referred to the courts of Ukraine.

9.3. The Seller may amend this Agreement unilaterally or mutually with the Buyer as per current legislation.

SELLER'S CONTACT DETAILS

LLC 'ART BETON MARKET'

18036, Cherkasy, Smilyanska St., 147

IBAN: UA333510050000026005879135434

Bank: PJSC Ukrsibbank, Kyiv

MFO: 351005

EDRPOU Code: 44863368

VAT Cert. No.: 32060729

Phone: (068) 372-70-07