

PUBLIC OFFER AGREEMENT

Under this agreement, the Seller, on the one hand, and any person who has accepted the terms of this Public Offer Agreement - the Buyer, on the other hand, hereinafter jointly referred to as the Parties, have entered into this Public Offer Agreement (hereinafter referred to as the Agreement), which is addressed to an unlimited number of persons, is the official public offer of the Seller to conclude a contract of sale with the Buyers of the goods, the photo of which is posted in the relevant section of the website <https://timehouse.com.ua>.

Sellers who intend to sell the Goods through the Website <https://timehouse.com.ua> and Buyers when purchasing the Goods, the images of which are posted on the relevant pages of <https://timehouse.com.ua> accept the terms of this Agreement on the following.

GENERAL CONDITIONS

1.1. The contractual relationship between the Seller and the Buyer shall be formalized in the form of a Public Offer Agreement. Click on the Website page <https://timehouse.com.ua>

1. in the appropriate section of the "ORDER" button means that the Buyer, regardless of status (individual, legal entity, individual entrepreneur), in accordance with applicable international and Ukrainian law, has accepted the terms of the Agreement and the public offer specified below.

1.2. A public offer agreement is public, i.e., in accordance with Article 633, 641 of the Civil Code of Ukraine, its terms and conditions are the same for all Buyers regardless of their status (individual, legal entity, individual entrepreneur). In case of full agreement with this Agreement, the Buyer accepts the terms and procedure for placing an order, payment and delivery of the goods by the Seller, liability for an unfair Order and for failure to comply with the terms of this Agreement.

1.3. This Agreement shall enter into force upon clicking on the "ORDER" button, by which the Buyer agrees to purchase the Goods available from the Seller and shall be valid until the Buyer receives the Goods from the Seller and makes full payment to the Seller.

1.4. To regulate the contractual legal relations under the Agreement between the Parties and choose, if necessary, to apply Ukrainian legislation. If an international agreement, ratified by the Verkhovna Rada of Ukraine, establishes rules other than those established by Ukrainian legislation, the rules of the international agreement shall apply.

• TERMS AND DEFINITIONS

"Public Offer Agreement" means a public agreement, a sample of which is available on the Website <https://timehouse.com.ua> and application of which is mandatory for all

Sellers, which contains the Seller's offer to purchase the Goods, the image of which is posted on the Website <https://timehouse.com.ua>, directed to an indefinite number of persons, including Buyers.

"Acceptance" - acceptance by the Buyer of the seller's offer to purchase the Goods, the image of which is posted on the Website <https://timehouse.com.ua> шляхом, adding it to the virtual basket and sending the Order.

"Goods" means an item of trade (product, model, accessory, components and related items, any other items of trade), the purchase of which is offered by the seller on the Website <https://timehouse.com.ua>.

"Buyer" means any legally capable individual, legal entity, individual entrepreneur, in accordance with the current international and Ukrainian legislation, visiting the Website <https://timehouse.com.ua> and intending to purchase a particular Product.

"Seller" - any legally capable individual or legal entity, individual entrepreneur, in accordance with the applicable international and Ukrainian legislation, who owns or distributes the Goods and intends to sell them through the Website <https://timehouse.com.ua>.

"Order" - a duly executed and placed on the Web site. on the website <https://timehouse.com.ua> заявка of the Buyer for the purchase of the Goods, addressed to the Seller.

"Legislation" means the norms established by Ukrainian or international legislation for the regulation of contractual legal relations under the Agreement.

"Significant defect of the Goods" means a defect that makes it impossible or unacceptable to use the Goods in accordance with their intended purpose, arose through the fault of the manufacturer (Seller), and after its elimination manifests itself again for reasons beyond the consumer's control.

• SUBJECT MATTER OF THE CONTRACT

3.1. The Seller undertakes to sell the Goods under the terms and conditions and in the manner specified in this Agreement on the basis of the Order placed by the Buyer on the relevant page of the Website <https://timehouse.com.ua>. The Buyer undertakes to buy the Goods and pay for them under the terms and conditions and in the manner specified in this Agreement.

3.2. The Seller warrants that the Goods are not pledged, are not the subject of a dispute, are not under arrest, and are not subject to any rights of third parties.

3.3. The Seller and the Buyer confirm that this Agreement is not a fictitious or sham transaction or a transaction made under the influence of pressure or fraud.

3.4. The Seller confirms that it has all the necessary permits for conducting business activities regulating the scope of legal relations arising and operating in the course of the performance of this Agreement, and also guarantees that it has the right to manufacture and/or sell the goods without any restrictions, in accordance with the requirements of the current legislation of Ukraine, and undertakes to bear responsibility in case of violation of the Buyer's rights in the course of the performance of this Agreement and sale of the Goods.

• RIGHTS AND OBLIGATIONS OF THE SELLER

4.1. The seller is obliged to:

- fulfill the terms of this Agreement
- fulfill the Buyer's order in case of receipt of payment from the Buyer;
- to transfer the Goods to the Buyer in accordance with the selected sample on the relevant page of the website <https://timehouse.com.ua>, the placed order and the terms of this Agreement;
- check the qualitative and quantitative characteristics of the Goods during their packaging in the warehouse;
- notify the buyer of a possible additional fee when paying for European orders with cards such as Mastercard, Visa, Visa Electron, Mastercard Electronic, Maestro by informing the buyer of this agreement.

4.2. The seller has the right to:

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

4.3 A business entity from among the persons who offer the Goods for purchase on the Website <https://timehouse.com.ua> under the uniform agreed rules set forth in this public offer agreement*.

• RIGHTS AND OBLIGATIONS OF THE BUYER

5.1. The buyer is obliged:

- timely pay for and receive the order on the terms of this Agreement;
- to familiarize yourself with information about Goods, posted on Website <https://timehouse.com.ua>;
- upon receipt of the Goods from the person who delivered them, verify the integrity and completeness of the Goods by inspecting the contents of the package. In case of damage or incomplete completeness of the Goods, they shall be recorded in the act, which shall be signed together with the Buyer by the person who delivered the Goods to the Buyer.

5.2. The buyer has the right to:

- place an order on the corresponding page of the <https://timehouse.com.ua> website;
- require the Seller to fulfill the terms of this Agreement;
- to inform about possible additional fees when paying for European orders with cards such as Mastercard, Visa, Visa Electron, Mastercard Electronic, Maestro.

• **ORDERING PROCEDURE**

6.1. The Buyer independently places an order on the corresponding page of the Website <https://timehouse.com.ua> by adding the Goods to the virtual basket by clicking the "Add to Cart!" button or by placing an order by e-mail, or at , phone number, specified by in the section contacts of the Website <https://timehouse.com.ua>.

6.2. The term of the Order formation is up to 2 business days from the moment of its execution. If the order is sent on a weekend or a holiday, the processing time starts from the first business day after the weekend.

• **CONTRACT PRICE AND PAYMENT PROCEDURE**

7.1. The price of each individual Goods is determined by the Seller and is indicated on the corresponding page of the Website <https://timehouse.com.ua>. The price of the Agreement shall be determined by adding the prices of all selected Goods placed in the virtual basket and the delivery price, which is determined depending on the delivery method in accordance with the terms of Section 8 of this Agreement.

7.2. The cost of the Order may vary depending on the price, quantity or range of goods.

7.3. The buyer can pay for the order in the following ways:

1) by bank transfer of money to the Seller's current account specified in the invoice, including via Internet banking (the Buyer pays for the order within three days from the date of receipt of the invoice in the amount of 100% prepayment).

2) cash on delivery upon receipt of the Order at the representative office of the delivery service on the territory of Ukraine or on the territory of another country in accordance with the place of ordering the goods.

3) A credit card of this type:

- Visa
- Visa Electron
- Mastercard
- Mastercard Electronic
- Maestro

4) in any other way as agreed with the Seller.

Note. When the Buyer pays for the order with a payment card, an additional commission may be charged by the issuer of this card, in particular, when the Buyer pays for the order with a payment card, an additional commission may be charged when the Buyer pays for European orders by issuers of Visa, Mastercard, Visa Electron, Mastercard Electronic, Maestro cards. When clicking on the page of the <https://timehouse.com.ua> website in the corresponding section of the "ORDER" button, it means that the Seller has informed the Buyer about the possibility of charging an additional fee when the Buyer pays for European orders by Visa, Mastercard, Visa Electron, Mastercard Electronic, Maestro card issuers.

• TERMS OF DELIVERY OF GOODS

8.1 The Buyer receives the Goods by delivery or receives them personally. The procedure for payment of and receipt of is indicated on the corresponding page of the <https://timehouse.com.ua> Website.

8.2. When delivering the Goods to other cities of Ukraine or in the territory of another country, which is performed by other Delivery Services (hereinafter referred to as the Carrier Companies), the Buyer fully and unconditionally agrees to the Rules of cargo transportation by these Carrier Companies.

8.3. The fact of receipt of the Goods and the absence of claims to the quality of the Goods delivered by the Carrier Companies shall be confirmed by the Buyer's signature in the consignment note, the declaration of the Carrier Company, or in the expenditure invoice upon receipt of the Goods. For its part, the Seller guarantees the shipment of the Goods to the Carrier Company in the quantity specified and paid for by the Buyer, in a complete set according to the specification of the Goods and in proper (working) condition and quality.

8.4. In case of the Buyer's absence at the delivery address specified by the Buyer in the application or the Buyer's refusal to receive the Goods for unreasonable reasons by the courier of the carrier company, the Goods shall be returned to the shopping center. shipment. Payment for the services of the Carrier Company shall be deducted from the amount paid by the Buyer for the Goods. The balance of the amount shall be returned to the Buyer on the basis of his letter sent to the e-mail: **budynokchasu@gmail.com** indicating the current account to which the funds should be returned.

All questions arising in the process of payment and receipt of the Goods can be clarified by the Buyer using the contact information in the **Contacts** section.

• **TERMS OF RETURN OF GOODS**

9.1. In accordance with Art. 9 of the Law of Ukraine "On Consumer Protection", the Buyer has the right to exchange the Goods of good quality within fourteen days, not counting the day of purchase, unless a longer period is announced by the Seller. The Buyer has the right to exchange the Goods, taking into account the provisions of the legislation on the grounds and list of Goods that are not subject to exchange (return).

9.2. If the Buyer intends to return the Goods, such return shall be made in accordance with the Returns section of the Website, taking into account the terms and conditions of the carrier or courier in force on the territory of Ukraine or on the territory of another country in accordance with the place of delivery of the goods.

9.3. In the event of at least one of the listed defects, the Buyer is obliged to record them in a free-form act. The act must be signed by the Buyer and the person who delivered the Goods or the Seller. If possible, defects should be recorded by means of photography or video. Within 1 (one) day, the Buyer is obliged to notify the manager (the Seller's representative responsible for placing the order for the Goods) of the identified defects and agree on the replacement of the Goods, while filling out a complaint form for the return of the Goods on the website <https://timehouse.com.ua>

9.4. The Parties have agreed that in case of non-compliance with the mandatory requirements of this procedure, the Buyer shall be deemed to have received the Goods in proper condition - without any mechanical damage and in full.

1. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION

10.1. The Parties shall be liable for non-fulfillment or improper fulfillment of the terms of this Agreement in the manner prescribed by this Agreement and applicable international and Ukrainian law.

10.2. In the event of disputes related to the Parties' performance of this Agreement, except for disputes regarding debt collection from the Buyer, the Parties undertake to resolve them through negotiations in compliance with the claim procedure. The term for consideration of the claim shall be 7 (seven) calendar days from the date of its receipt. for disputes in connection with debt collection from the Buyer, compliance with the claim procedure is not required.

10.3. All disputes, controversies or claims arising out of or in connection with this Agreement, including those relating to its performance, breach, termination or

invalidity, which are subject to resolution in the relevant court in accordance with international and Ukrainian substantive and procedural law.

1. FORCE MAJEURE CIRCUMSTANCES

11.1. The Parties shall not be liable for failure to fulfill any of their obligations, except for payment obligations, if they prove that such failure was caused by force majeure, i.e. events or circumstances that are really beyond the control of such party that occurred after the conclusion of this Agreement, which are unforeseeable and inevitable

Force majeure circumstances include, but are not limited to, natural disasters, strikes, fires, floods, explosions, ice, wars (whether declared or undeclared), riots, loss of goods, delays of carriers caused by accidents or adverse weather conditions, hazards and accidents at sea, embargoes, disasters, restrictions imposed by governmental authorities (including allocations, priorities, official requirements, quotas and price controls), if these circumstances directly affect the performance of this Agreement.

11.2. The Party for which it has become impossible to fulfill its obligations under this Agreement due to the occurrence of force majeure shall immediately inform the other Party in writing of the occurrence of the above circumstances, and within thirty (30) calendar days provide the other Party with confirmation of force majeure. Such confirmation will be a certificate, certificate or other relevant document issued by an authorized state body located at the place of occurrence of force majeure.

11.3. The time required for the Parties to fulfill their obligations under this Agreement shall be extended for any period during which performance was postponed due to the above circumstances.

11.4. If, due to force majeure circumstances, the failure to fulfill obligations under this Agreement lasts for more than three months, either Party shall have the right to terminate this Agreement unilaterally by notifying the other Party in writing.

Notwithstanding the occurrence of force majeure, the Parties shall make final settlements before termination of this Agreement due to force majeure.

1. OTHER TERMS OF THE AGREEMENT

12.1. The information provided by the Buyer is confidential. Information about the Buyer is used solely for the purpose of fulfilling his Order (sending a message to the seller about the order of the Goods, sending advertising messages, etc.)

12.2. By your own acceptance of of the Agreement or registration on Website <https://timehouse.com.ua> (filling out the registration form) The Buyer voluntarily agrees to the collection and processing of his personal data in order to: the data that becomes known will be used for commercial purposes, including for processing orders for the purchase of goods, receiving information about the order, sending advertising and special offers, information about promotions, drawings or any other information about activities Web

For the purposes provided for in this clause, the Buyer is entitled to send letters, messages and materials to the Buyer's postal address, e-mail, as well as to send SMS messages, make calls to the telephone number specified in the questionnaire.

12.3. The Buyer grants the right to process his/her personal data, including: to place personal data in databases (without additional notification), to carry out lifelong data storage, accumulation, updating, and modification (if necessary). The Seller undertakes to ensure the protection of data from unauthorized access by third parties, not to distribute or transfer data to any third party (except for the transfer of data to related parties, commercial partners, persons authorized by the Seller to directly process data for the specified purposes, as well as at the mandatory request of the competent state authority).

12.4. In case of unwillingness to receive the newsletter, the Buyer has the right to contact the Seller by writing a statement of refusal to receive advertising materials, sending it to the postal or e-mail address.

12.5. The Seller is not responsible for the content and accuracy of the information provided by the Buyer when placing an order. The Buyer is responsible for the accuracy of the information provided during the ordering process.