

Public offer agreement for the sale of goods (online)

Individual entrepreneur

Ishbulatova Guzel Nurullova

This agreement between the Individual Entrepreneur Ishbulatova Guzel Nurullova (hereinafter referred to as the Contractor) and the Service User (hereinafter referred to as the Customer) determines the conditions for purchasing goods through the catalog site located on the Internet at www.argentumfashion.com, as well as goods made to order and having individually defined properties.

In accordance with article 437 of the Civil Code of the Russian Federation (Civil Code of the Russian Federation), this document is a public offer, and if the conditions set out below are accepted, the individual who accepts this offer pays for the Seller's Goods in accordance with the terms of this Agreement. In accordance with clause 3 of Article 438 of the Civil Code of the Russian Federation, payment for the Goods by the Buyer is an acceptance of the offer, which is considered equivalent to the conclusion of the Agreement on the conditions set forth in the offer. This Agreement for the provision of services for individual tailoring is a public offer by the Individual Entrepreneur Ishbulatova Guzel Nurullova (TIN 183111613308), acting on the basis of OGRNP 319169000014800, hereinafter referred to as the Contractor, which expresses the intention to conclude a public offer agreement for the provision of services (hereinafter - the Agreement and legal entities, individual entrepreneurs, hereinafter referred to as the Customer, hereinafter collectively referred to as the Parties, in the manner and on the conditions provided for in this Agreement. The public offer agreement for the provision of custom tailoring services contains all the essential conditions.

1. Terms and definitions used in the contract

- 1.1. Offer - this public offer agreement for the provision of services for individual tailoring, published on the Internet at: www.argentumfashion.com.
- 1.2 Offer acceptance - full and unconditional acceptance of the offer by performing the actions specified in clause 1.10 of the offer. Acceptance of an offer creates a contract.
- 1.3 Agreement - an agreement between the Contractor and the Customer for the provision of services for individual tailoring, which is concluded through the acceptance of the offer.
- 1.4 Customer - a person who has applied for the provision of services for individual tailoring to the Contractor in accordance with the terms of this Agreement.
- 1.5 Contractor - provides services for individual tailoring of clothes to the Customer under the Agreement.
- 1.6 Individual tailoring is the process of tailoring clothes at the individual request of the Customer based on the samples presented in the catalog on the website www.argentumfashion.com. When ordering, the Customer is obliged to inform his measurements, color, style and article of the selected model, as well as individual wishes for the product.
- 1.7 Application for individual tailoring - an application for individual tailoring, completed on the official website of the Contractor, or by phone through the Manager.
- 1.8 Site is an information resource of the Contractor located on the Internet at the address: www.argentumfashion.com.
- 1.9 Acceptance of the terms of the Agreement - the actions of the Customer to accept the terms of this Agreement are expressed in a request for the size and entering of personal data (size and

phone number). When going to the official website of the Contractor, the Customer is obliged to familiarize himself with the terms of the submitted offer agreement. After reviewing, agreeing to the conditions specified in the offer, the Customer makes a request for the size on the website. Also, the acceptance of the offer agreement is considered to be the sending of an application for individual tailoring through the Contractor's Manager.

1.10 Manager - an employee of the organization who receives applications from customers by receiving calls and messages from instant messengers or e-mail. With these actions by the Customer, the acceptance of the terms of the contract is considered valid, and the contract is considered concluded by the Parties.

1.11 Payment date - receipt of funds to the settlement account of the Contractor.

1.12 Product - clothing made at the individual request of the Customer.

2. Subject of the contract

2.1 The subject of this public offer contract is the provision of individual tailoring services by the Contractor in accordance with the Customer's application, filled out and sent on the official website of the Contractor www.argentumfashion.com.

2.2 The Contractor undertakes, within the period specified in the contract and on the basis of an application, to provide services for individual tailoring of clothes to the Customer.

2.3 The customer is obliged to pay in compliance with the form and procedure for settlements and take all necessary actions in accordance with this public offer agreement.

3. The order of interaction between the parties.

3.1 The customer who intends to conclude a public offer agreement with the Contractor must accept the offer, in other words, perform the actions specified in clause 1.10 of the agreement.

3.2 The customer on the website www.argentumfashion.com provides the following information about himself: full name, name, contact phone number (mobile), delivery address, e-mail address. As well as the model and size of the product that interested him, the measurements indicated in the order form. The customer indicates his dimensions in accordance with the Table of dimensions indicated on the Contractor's website. In the future, the operator can contact the Customer to clarify body measurements, delivery address and invoicing. If necessary, the Customer can provide additional information, and the Customer can use additional services in consultation with the Contractor.

3.3 The Contractor manufactures products based on the data provided by the Customer. The Contractor carries out individual tailoring of clothes from his own material and accessories, which are available or the order of which the Contractor carries out on his own.

3.4 The customer, when forming an application, pays the cost of the ordered services of the Contractor by bank transfer.

3.5 After 100% payment of the invoice by the link by the Customer, the Contractor carries out individual tailoring based on the data provided by the Customer. By agreement with the Contractor, the Customer can make an advance payment in the amount of 30-50%, after which the Contractor carries out individual tailoring. The remaining part is payable within 3 days from the moment of notification of the readiness of sewing clothes. Failure to pay for the remaining part is the basis for keeping the finished sewn product by the Contractor.

3.6 The term for the provision of services for each application of the Customer is agreed by the Parties individually and, depending on the complexity, may be increased.

3.7 The images of the Goods presented on the Site, as well as photos of fabrics, materials and accessories are for reference purposes and cannot fully convey reliable information about the properties and characteristics of the Goods, including colors, size, style, shape. The settings of the screen, computer or other technical means through which the Customer views the samples may change the color of the photographs shown on the Site. The color and shade of the real

Product may slightly differ from the color and shade of the sample transmitted by the technical device of the Customer. When placing an Order, the Customer agrees that a slight discrepancy in colors, as well as not an absolute similarity to the sample, is not the result of a marriage or sending the goods by mistake.

3.8 The warranty period for the product is 1 (one) season, and the warranty period is 1 (one) month.

4. Rights and obligations of the Contractor. 4.1. The Contractor has the right:

4.1.1 At its sole discretion, change the cost and terms of service. In this case, the Parties are guided by the fact that the new cost does not apply to services already paid by the Customer.

4.1.2 Demand from the Customer timely and full payment for the services provided by the Contractor in accordance with this Agreement;

4.1.3 Engage third parties in the execution of the Agreement, while remaining responsible to the Customer.

4.1.4. The Contractor has the right to record telephone conversations with the Customer. Telephone conversations can also be recorded for quality control purposes.

4.2 Obligations of the Contractor:

4.2.1 Strictly comply with the terms of this Agreement.

5. Rights and obligations of the Customer.

5.1 Obligations of the Customer:

5.1.1 Until the moment of taking actions aimed at concluding the Agreement, familiarize yourself with the content and terms of this public offer agreement, prices and conditions located on the Contractor's website.

5.1.2 Strictly comply with the terms of this Agreement.

5.1.3 Provide the Contractor with the information requested by him, namely: his measurements, the color of the selected product, style, model, individual wishes, as well as other data necessary for the Contractor in writing before the start of the order manufacturing process. In case of untimely provision of obligatory information or their submission not in writing, the risk of negative consequences lies with the Customer.

5.1.4 Coordinate with the Contractor the material, accessories of the product, as well as other data required for individual tailoring of clothes for specific parameters of the Customer.

5.1.5 Pay for the services of the Contractor in the manner and within the terms provided for in the Agreement.

5.1.6 Provide the Contractor with reliable information necessary to fulfill the obligations under the Agreement.

5.1.7 The customer is familiar with, agrees and confirms when concluding a contract about his desire to conclude it, and also understands that when concluding a contract, he acquires obligations arising from the contract on the basis of Art. 421 of the Civil Code of the Russian Federation.

5.1.8 The customer is familiar with, agrees and confirms that on the basis of Art. 309, 310 of the Civil Code of the Russian Federation, obligations must be fulfilled properly in accordance with the terms of the obligation and the requirements of the law. Unilateral refusal to fulfill an obligation and unilateral change of its conditions are not allowed.

5.1.9 The customer is familiar with, agrees and confirms that on the basis of Art. 26.1 of the Law of the Russian Federation of 07.02.1992 No. 2300-1 On the Protection of Consumer Rights The Customer has no right to refuse goods of proper quality, having individually defined properties, if the specified goods can be used exclusively by the Customer who purchases it. A good quality product is considered a Product made in accordance with the data provided by the Customer.

5.1.10 The Customer is familiar with and agrees that the Goods of inadequate quality through the fault of the Contractor can be corrected within the time agreed by the parties by forces and at the expense of the Contractor. Goods of inadequate quality, made on the basis of incorrectly provided parameters of the Customer, can be corrected within the period agreed by the parties, however, delivery by the transport company is paid at the expense of the Customer.

5.1.11 The customer is familiar with and agrees that, in accordance with GOST 12566-88, there may be tolerances in finished products.

6. Price and settlement of the Parties.

6.1 The cost of the Contractor's services under this agreement is determined specifically for each application for each Customer, based on the volume of services, the cost of material and other components.

6.2 The cost of services generated on the site may be changed by the Contractor unilaterally without notifying the Customer. These changes are posted on the site and take effect immediately after posting. At the same time, the new cost does not apply to services already paid for.

6.3 The Contractor, in agreement with the Customer, can change the formed price, both upward and downward due to varying complexity, volumes, terms and other conditions.

6.4. Payment for goods and services is carried out in Russian rubles. When transferring from abroad to an account, conversion into rubles is made at the exchange rate of the bank serving your card.

7. Duration of the contract.

7.1 The Agreement is considered concluded and comes into force from the moment the Customer performs the actions specified in clause 1.10 of the Agreement and is valid until the Parties fulfill their obligations in full.

7.2 The obligations of the Contractor are considered fulfilled in full at the time of transfer of the finished product to the Customer.

7.3 The obligations of the Customer are deemed to have been fulfilled in full upon payment in full of the funds specified in the order.

8. Return of the product.

8.1 In case of delivery of an order of inadequate quality, the Customer has the right to refuse the product at the time of delivery and immediately inform the Contractor about it by phone 8 9199 169 441 or the email address: iguzel_13@mail.ru. In this case, we take all the costs of correction on ourselves, in the case of our fault.

8.2 Inadequate quality is the presence of holes, stains, hooks, lags on the product. In this case, the product must be returned or exchanged for a similar product of proper quality.

8.3 The returned product must be accompanied by: - an application for the return of the product in free form with the obligatory indication in the application of the Customer's contact details, which coincide with the data specified when ordering, the name of the returned product and the reasons for the return; - a printed receipt confirming the payment. These documents must be submitted to the Contractor in electronic form to the email address: iguzel_13@mail.ru.

8.4 If a defect is found, the Customer is obliged to notify the Contractor within 3 (three) calendar days from the date of delivery of the product.

8.5 The period for consideration of an application for a refund for a product occurs within 10 (ten) business days (excluding weekends and holidays) and begins from the moment the Contractor receives the returned product. Moreover, if the application is received from the Customer after 18-00 of the current working day or on a weekend or holiday - the moment of receipt of the application is the next business day.

8.6 When refunding funds, bank commissions are not compensated by the Contractor.

8.7. Refunds are not possible if:

- the product was sewn according to your measurements (marks).
- the product corresponds to your order;
- if you have incorrectly determined the size, model or imagined otherwise,
- if you just didn't like it,
- if it did not suit you because of the unsuitable style, fabric, color.
- if the shade of the fabric of the order you received differs from the photo (these are the nuances of color rendering, different devices and in different ways convey the brightness of the color and the shade of the color itself)

9. Responsibility of the Parties.

9.1 The Contractor guarantees to provide complete and reliable information to the Customer under this agreement.

9.2 The customer guarantees the completeness and accuracy of the information provided to the Contractor under this agreement.

9.3 The Contractor is not responsible for the information provided by the Customer in public.

9.4 The Contractor is not responsible for the improper use of products purchased by the Customer on the basis of this Agreement.

9.5 The Parties undertake to keep confidential commercial, financial and other confidential information received from the other Party during the execution of this agreement.

9.6 The Customer confirms and agrees that, before ordering the service, he was familiarized and informed in full about the quantitative and qualitative characteristics of the service, is solely responsible for his choice and confirms his consent to the provision of services and the absence of claims to the Contractor in the future.

9.7 During the waiting period for the finished product for transfer to the Customer, circumstances may arise that are beyond the control of the Contractor, as a result of which the time for transferring the finished product to the Customer increases. Such circumstances include cases related to: - change in terms of transportation of the finished product due to the fault of the transport company; - changes in the timing of individual tailoring of the product due to the volume and / or complexity;

- making changes to the individual application of the manufactured product;
- lack of necessary materials, fittings in the warehouse.

In cases of occurrence of such circumstances, they are perceived by the Parties as force majeure circumstances in accordance with Art. 401 of the Civil Code of the Russian Federation, and this is not deliberate or careless actions of the Contractor. In this case, the deadline for transferring the finished product to the Customer is postponed without payment from the Contractor, any material and other sanctions. The Contractor, in order to fulfill the contract as soon as possible, undertakes to take all the necessary measures for the proper execution of the contract, which will shorten the time for the transfer of the finished product to the Customer.

In the absence of the ordered Goods and (or) materials in the Contractor's warehouse, including for reasons beyond the control of the Contractor, the Contractor has the right to unilaterally and out of court refuse to execute this Agreement (cancel the Order) in relation to the Product that is not in stock with mandatory notification of the Customer.

9.8 The Contractor is not responsible for the failure of the provided service to the expectations of the Customer and / or for his subjective assessment, such non-compliance with expectations and / or negative subjective assessment are not grounds for considering the tailoring services provided poorly or not in the agreed volume.

10. Force majeure.

10.1 Any of the Parties to this agreement is exempt from liability for its violation, if such violation was the result of force majeure circumstances that arose after the conclusion of the agreement as a result of extraordinary events that the Parties could neither foresee nor prevent by reasonable measures. Force majeure circumstances include events that the Parties cannot influence, for example: earthquake, flood, fire, hurricane, as well as an uprising, civil unrest, a strike, acts of state bodies, military actions of any nature that impede the implementation of this contract, as well as voltage drops in the power grid and other circumstances that have led to the failure of technical means of any of the parties to the contract.

11. Other Conditions.

11.1 All annexes to this Agreement are its integral part. If there is no mention of attachments in the Agreement, such attachments are considered an integral part of it. Additional information on product delivery and payment, including details, is contained on the Customer's website and is also an integral part of this agreement.

11.2 In the event of a change in addresses, payment details, addresses and numbers of communication channels, of the Parties during the term of this Agreement, the Party whose details have changed is obliged to notify the other Party in writing within 3 (three) business days from the date of such changes. The Contractor has the right to post information about the changes on the official website without notifying the Customer in writing.

11.3 Each of the Parties is obliged to immediately inform the other about any events and / or circumstances known to it that could negatively affect the timely and proper performance by this party of its obligations under this Agreement.

11.4 The Contractor's website www.argentumfashion.com and all its contents are the intellectual property of the Contractor.

11.5. All disputes and disagreements under this agreement are resolved in court at the location of the Contractor with the obligatory observance of the claim procedure within 7 (seven) calendar days, and if it is impossible to reach an agreement by the court in accordance with the current legislation of the Russian Federation.