**PUBLIC CONTRACT (OFERTA)**
**to order, purchase-sale and delivery of goods**

This contract is an official and public offer of the Seller to conclude a contract for the purchase-sale of the Goods presented on the website Victoria’s Art Design. This contract is public, that is, 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 giving preference to one buyer over another.

 By concluding this Contract, 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 "Cart" section and the Buyer receives an electronic confirmation of the order from the Seller.

**1.** **Definition of terms**

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 "Contract") on the terms contained in this Offer.

1.1. The Product or Service is the object of the agreement between 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.

1.2. Online store - the Seller's website at www.https://victoriasartdesign.com 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.

1.3. 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 .

1.4. The seller is Kovalchuk Viktoriia Vitalyivna (Entrepreneur) ( USREOU code 3514208782 ), which operates in accordance with the current legislation of Ukraine, the place of which is: \_Ukraine\_, Dubno, st. Lvivska, building 120

**2.** **Subject of the contract**

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 Contract.

2.2. The date of conclusion of the Contract-offer (acceptance of the offer) and the moment of complete and unquestionable acceptance by the Buyer of the terms of the Contract shall be considered the date of filling out the order form by the Buyer located on the website of the online store, provided that the Buyer receives an electronic confirmation of the order from the Seller. If necessary, at the request of the Buyer, the Agreement can be executed in writing form.

**3.** **Order processing**

3.1. The buyer places an order independently in the online store through the "Cart" form, or by placing an order by e-mail or at the phone number indicated in the contact section of the online store.

3.2. The Seller has the right to refuse to transfer the order to the Buyer if the information provided by the Buyer during the order placement is incomplete or raises suspicions about their validity.

3.3. When placing an order on the website of the online store, the Buyer undertakes to provide the following mandatory information necessary for the Seller to fulfill the order:

3.3.1. First name, last name of the Buyer;

3.3.2. The address to which the Goods should be delivered (if delivery to the Buyer's address);

3.3.3. Contact phone;

3.3.4. Identification code for a legal entity or an individual entrepreneur (required only for registered legal entity or entrepreneurs)

3.4. The name, quantity, article number, and price of the Product selected by the Buyer are indicated in the Buyer's cart on the Internet store website.

3.5. If any of the parties to the contract needs additional information, he has the right to request it from the other party. If the Buyer does not provide the necessary information, the Seller is not responsible for providing quality service to the Buyer when purchasing goods in the online store.

3.6. When placing an order through the Seller's operator (clause 3.1. of this Offer), the Buyer undertakes to provide the information specified in clauses 3.3 - 3.4. of this Offer.

3.6. The Buyer's acceptance of the terms of this Offer is carried out by entering the relevant data into the registration form on the website of the online store or when placing the Order through the operator. After placing the Order through the Operator, the Buyer's data is entered into the Seller's database.

3.7. The buyer is responsible for the accuracy of the information provided when placing the Order.

3.8. By concluding the Contract, i.e. accepting the terms of this offer (the proposed terms of purchase of the Goods), by placing the Order, the Buyer confirms the following:

 а) The buyer is fully and completely acquainted with and agrees with the terms of this contract (offer);

b) he gives permission for the collection, processing and transfer of personal data, the permission for the processing of personal data is valid for the entire term of the Contract, as well as for an unlimited period after its expiration. In addition, by concluding the contract, the Buyer confirms that he has been notified (without additional notification) of the rights established by the Law of Ukraine "On the Protection of Personal Data", about the purposes of data collection, as well as the fact that his personal data is transferred to the Seller for the purpose of fulfilling the terms of this Contract, the possibility of mutual settlements, as well as for receiving invoices, acts and other documents. The Buyer also agrees that the Seller has the right to provide access and transfer his personal data to third parties without any additional notifications from the Buyer for the purpose of fulfilling the Buyer's order. The extent of the Buyer's rights as a subject of personal data in accordance with the Law of Ukraine "On the Protection of Personal Data" is known and understood by him.

**4. Price and Delivery of the Goods**

4.1 Prices for Goods and services are determined by the Seller independently and indicated on the website of the online store. All prices for Goods and services are indicated on the website in dollars.

4.2 Prices for Goods and services may be changed by the Seller unilaterally depending on market conditions. At the same time, the price of a separate unit of the Product, the cost of which has been paid in full by the Buyer, cannot be changed by the Seller unilaterally.

4.3. The price of the Product, which is indicated on the website of the online store, includes the cost of delivery of the Product to the Buyer.

4.4. The Buyer's obligations to pay for the Goods are considered fulfilled from the moment the funds are received by the Seller on his account.

4.5. Settlements between the Seller and the Buyer for the Goods are made by the methods specified on the website of the online store in the "Privacy Policy" section.

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

4.7. 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.

**5.** **Rights and dutiesof the Parties**

5.1. The Seller is obliged to:

5.1.1. Deliver the goods to the Buyer in accordance with the terms of this Contract 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 fullfilming of the Buyer's Order.

5.2. The Seller has the right to:

5.2.1 Change the terms of this Contract, 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 the conclusion of the Contact, familiarize yourself with the content of the Contract, the terms of the Contract 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 goods of proper quality within 30 (thirty) days, excluding the day of purchase. The return of goods of appropriate quality is carried out 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 payment of the Goods 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 of use or storage of the Goods, 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.

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

**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 Contract.

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 delivering goods, etc., 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 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.** **Miscellaneous**

9.1. This Сontract is concluded on the territory of Ukraine and is valid in accordance with the current legislation of Ukraine and is valid outside the borders of Ukraine (worldwide).

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 Contract unilaterally, provided for in clause 5.2.1. Contract. In addition, changes to the Contact may also be made by mutual agreement of the Parties in accordance with the procedure provided for by the current legislation of Ukraine.

**ADDRESS AND DETAILS OF THE SELLER:**

KOVALCHUK VIKTORIIA (Entrepreneur);

USREOU code 3514208782;

actual address: Ukraine, 35603, Dubno,

street Lvivska, building 120;

tel. (380) 63-99-27-370

stepanovska96@gmail.com