

PUBLIC OFFER

(for customers)

1. TERMS AND DEFINITIONS

In this offer, unless the context otherwise requires, the following terms shall have the following meanings and shall form an integral part of this offer:

- The owner of the **“Tezbershop” Internet site** is **Tezber Company Limited Liability Partnership** (legal address: 98 Zhandossov Street, Auezov District, Almaty, 050042, Republic of Kazakhstan, which is the owner and aggregator of the Internet Site.
- **Buyer** - an individual entrepreneur, a legal entity, who is registered on the site :tezbershop.kz Accepted (**accepted**) the public offer on its terms and placed an order to purchase Goods.
- **Internet Marketplace**, is an e-commerce, e-commerce platform, i.e. an official information system for searching, ordering and paying for Goods by the Buyer, providing information about the products or services placed by the Sellers. Internet site, as well as Internet addresses and derivative from them are equivalent and shall be interpreted authentically, according to the text of the offer.
- **Seller** - a sole proprietorship, a legal entity that has registered on the website: tezbershop.kz and placed their goods for sale;
- **Goods - an object (item)**, a list of items, an assortment, presented on the official Internet site with an indication, its characteristics and price.

Discounts, Bonuses and other promotions are established, regulated solely by the Seller.

- **A promotional discount** is a reduction in the cost of goods, which is provided for a certain Product in a certain period of time. The size of the discount is indicated on the page of the Goods. The price of the Goods is indicated with the promotional discount taken into account.
- **A promotional code discount** is a discount that is given on a certain group of Goods when you enter a special code when placing an Order with the Buyer.
- **A promotional code** is a special code that provides a discount on a certain group of Goods and has an expiration date. To receive a discount under a promo code, a promo code must be entered into a special field in the Buyer’s “Shopping Cart” when placing an Order. Some promo codes may be applied automatically. Only one promo code can be applied to one item.
- **A regular Buyer’s discount** is a discount given to the Buyer under certain conditions.
- **Bonuses** are virtual funds credited for the purchase of certain goods and have an expiration date.

2. GENERAL PROVISIONS

2.1. Public offer - an offer of **“Tezbershop” Internet site**, **“Tezber Company” Limited Liability Partnership (hereinafter - “tezbershop” Internet site)** to conclude an Offer (contract) by remote method to place orders at the Seller, purchase, payment and delivery of goods under the existing conditions contained in the Seller’s offers. This sale-purchase agreement is a public offer, which contains all essential conditions for concluding a sale-purchase agreement of Goods with the Buyer (in accordance with article 447 and the Civil Code of the Republic of Kazakhstan).

2.2. In accordance with art. 447 of the Civil Code of the Republic of Kazakhstan in case of acceptance of the contract terms stated below and payment for the goods, services, a legal person accepting this offer becomes a Buyer (in accordance with art. 395 of the Civil Code of the RK acceptance of the offer is tantamount to concluding a contract in terms stated in the offer), and the Site and Buyer together are the parties of the offer contract.

2.3. The “Internet Playground” does not conduct and does not accompany the transactions made by the Buyer and the Seller to acquire the goods placed on the Playground, belonging to the Seller on the right of ownership. All transactions are conducted under personal agreements between the Seller and the Buyer. Rights and obligations on transactions connected with sale of Seller’s goods and concluded on Seller’s behalf arise directly from the Seller (Civil Code of the Republic of Kazakhstan Articles 406-444. Contract of sale.

2.4. **Online Marketplace” recommends that the Buyer and the Seller, in accordance with Art. 1104. (Form of the transaction) of the Civil Code of the Republic of Kazakhstan to conclude the sale transaction in a simple written form.**

2.5. **In case of conclusion of an international contract, commercial enterprises (the Buyer and the Seller) are located, respectively, in the states that are parties to the UN Vienna Convention. When resolving disputes the law on the basis of articles 1104 of the Civil Code of the RK and the UN Convention (Vienna, April 11, 1980) on Contracts for the International Sale of Goods to which Kazakhstan is a party shall apply,**

3. ONLINE REGISTRATION

3.1. Only registered Buyers can place an Order on the website. The Buyer has the right to register on the site of the Internet platform only 1 (one) time, i.e. can have only one Personal account.

3.2. When registering on the website of the Internet Platform, the Buyer undertakes to provide the following complete, **truthful** information about himself:

- **Surname, First Name, (Patronymic) of the Buyer;**
- **Email address;**
- **Contact phone with the ability to accept messages in messengers WhatsApp, Telegram;**

3.3. The Buyer, when registering on the Internet platform, receives individual identification by indicating his login and password. After providing the required information by entering the above-mentioned data, the Administrator of the site sends an access code to the specified email or phone, and then it must be entered in the specified field. The Buyer’s individual identification allows to avoid unauthorized actions of third parties on behalf of the Buyer and provides access to additional services. Transfer of the Buyer’s login and password to third parties is prohibited.

3.4. The Buyer is solely responsible for all possible negative consequences, in case of loss or transfer of the login and password to third parties.

3.5. By indicating his phone number and e-mail address when registering, the Buyer agrees to receive SMS and E-Mail messages of informational nature from the Seller or the Owner of the Internet site.

3.6. The Buyer agrees that the information specified at registration, which may contain personal data of the Buyer, will be used **by “tezbershop” Internet site**, for the purpose of further execution and processing of orders on all Internet sites and units. When placing an order, the site shall process personal data in accordance with the law of RK “On Personal Data and Their Protection. The Internet Site undertakes to take all measures stipulated by the current legislation for proper protection of the received personal data and not to transfer them to third parties, except for cases when the transfer of data is necessary for the performance by the Seller of its obligations to the Buyer for the purposes of this Agreement.

3.7. If the site needs additional information, it has the right to request it from the Buyer. In case of failure to provide the necessary information by the Buyer, the Internet - site is not responsible for the provision of quality service to the Buyer when purchasing goods on the site.

3.8. If the Buyer provides incorrect information, or if the ISP or the Seller has serious reasons to believe that the information provided by him is incorrect, incomplete or inaccurate, the ISP has the right to suspend or cancel the registration of the Buyer and/or refuse the registered Buyer to use its services.

4. THE SUBJECT OF THE CONTRACT AND THE PRICE OF THE GOODS

4.1. **“Internet - platform “tezbershop”** does not receive a commercial benefit or payment for independently concluded transactions between the Buyer and the Seller.

4.2. Seller sells the Goods on **“Internet site “Tezbershop” - “http:// tezbershop.kz**, at a price set in accordance with market conditions, and the Buyer makes payment and accepts the Goods in accordance

with the terms and conditions of the Sales Agreement.

4.3. Payment for goods is made by agreement with the Seller: - Transfer to the settlement account , Payment by bank card to the settlement account, or other way that suits the parties.

4.4. Title to the ordered Goods passes to Buyer upon actual delivery of the Goods to Buyer and payment by Buyer of the full value of the Goods. The risk of accidental loss or damage to the Goods passes to Buyer from the moment of actual transfer of the Goods to Buyer.

4.5. Prices for the Goods are determined by the Seller unilaterally and incontestably and are indicated on the personal page of the Seller registered and located at the Internet address : www.Tezbershop.kz

4.6. The price of the merchandise is stated in the seller's currency must include the value-added tax.

4.7. The final Goods Price may be determined by consecutive discounts on the Goods Price in the following order:

- Promotional discount;
- Promo code discount;
- Regular Buyer's Discount;

5. AT THE TIME OF CONCLUSION OF THE CONTRACT

5.1. Acceptance of this offer (agreement) is the moment of electronic order placement on the site service of the online store for the purchase of Goods in accordance with the terms of this offer, with the mandatory payment for Goods. The fact of registration of the order by the Buyer is an unconditional confirmation of the Buyer's acceptance of the terms of this Agreement, including Buyer's consent to receive SMS messages about the status of his order and surveys to improve the quality of customer service. The Buyer, who purchased the Seller's goods on the Internet site (who placed an order for the goods), is considered as a person who has entered into a relationship with [Tezbershop Internet site](#) under the terms of this Agreement.

5.2. The contract concluded on the basis of the Buyer's acceptance of this offer is a contract of adhesion to which the Buyer joins without any exceptions and/or reservations.

6. RIGHTS, DUTIES AND RESPONSIBILITIES OF THE PARTIES

The online venue is obligated to:

6.1. Process the Buyer's personal data in accordance with the procedure established by applicable law of the Republic of Kazakhstan.

6.2. In accordance with the law of the Republic of Kazakhstan "On Information", the website undertakes: to prevent attempts of unauthorized access to information and / or transferring it to persons not directly related to the execution of the Orders, timely detect and suppress such facts. All relations between the parties not stipulated by this Offer are also regulated by the Privacy Policy "Internet site "TezBer".

6.3. In the case of revocation of the Buyer's consent to the processing of his personal data online site is obliged to stop their processing or to provide termination of such processing (if the processing of personal data by another person acting on behalf of the site), as well as to destroy personal data or ensure their destruction within thirty days from the date of receipt of this revocation, unless otherwise provided by the contract, a party, beneficiary or guarantor, which is the buyer.

The Internet Site has the right to:

6.4. Modify this Agreement unilaterally by posting the changes on the pages of the online store located at the Internet address. All changes shall take effect immediately after publication and shall be deemed to have been communicated to the Buyer from the date of such publication.

6.5. Make records of telephone conversations with the Buyer. Telephone conversations shall be recorded in order to monitor the Operator's activities and control the quality of the Orders.

6.6. Without the Buyer's consent, transfer its rights and obligations under the Contract to third parties. Engage third parties to provide services to the Buyer.

6.7. The Seller has the right to send to the Buyer advertising and information messages by e-mail and sms with information about discounts, promotions, new arrivals, etc. The frequency of mailings is determined by the Seller unilaterally.

6.8. By posting a review on the site, you consent to the use of the review data on third-party resources.

The Buyer undertakes:

6.9. Prior to the conclusion of the Agreement, familiarize yourself with the content and terms of the Offer of the Agreement.

6.10. Pay for the ordered Goods and their delivery under the terms of the concluded contract with the Seller.

6.11. Comply with the provisions of the Civil Code on sale and purchase.

6.12. Do not use goods ordered from the website for business purposes.

6.13. Buyer is personally responsible for its accounts and for all activities that occur under your account, whether those activities are authorized by you or undertaken by you, your designees, or a third party, and in this case neither the online marketplace nor its owner is responsible for unauthorized access to your account.

The Buyer has the right:

6.14. The Buyer has the right to unsubscribe from receiving e-mail and sms-distributions, by clicking on the link in the letter "You can unsubscribe from your personal cabinet" or by going to the "My newsletters" page in my personal cabinet.

6.15. Check the progress of the order at any time.

6.16. Do not interfere in the economic activities of the Internet site.

6.17. The Buyer has the right to send all claims about improper fulfillment of the order and non-response from the Seller to the e-mail address, through the Personal Area, attaching the evidence of receipt of improper quality of goods, indicating the date, time and place of receipt of goods and detection of defects. Received information is processed by operators as soon as possible and will be sent to the Seller.

6.18. The Buyer has the right to confirm or cancel the Order. In the absence of communication with the Buyer, the Order shall be considered cancelled within 14 calendar days from the date of execution.

7. PRODUCT DELIVERY

7.1. All actions for purchase and delivery of goods between legal entities, IE are regulated by articles 406-444, articles 458-477 of the Civil Code of the RK. The Buyer must specify the method of delivery of goods: - by mail or by carriage, specifying another method of delivery used. The term of delivery can be agreed by the Parties additionally when confirming the order.

7.2. Title to the Goods and risks of accidental damage and/or loss of the Goods shall pass to the Buyer from the moment of actual transfer of the Goods and signing of the shipping documents upon delivery of the Goods to the Buyer.

7.3. No complaints about the quantity, completeness and appearance of the Goods shall be accepted after receipt of the Order.

7.4. The cost and conditions of delivery to your region are specified and clarified when placing an order.

7.5. By virtue of the relations acting between legal entities are regulated by the norms of the Civil Legislation. Law of RK No. 274-IV of May 4, 2010 on "Protection of Consumer Rights" does not apply to these transactions. Therefore, the Buyer does not have the right to refuse the ordered, paid and sent Goods of proper quality.

7.6. The Buyer has no right to refuse a paid Order (or its part) of proper quality, which has individually defined properties.

7.7. If the Seller delivers the Order of improper quality, the Buyer is obliged to contact the Seller as soon as possible to provide evidence and to carry out quality control of the Goods.

8. REVIEW OF THE OFFER

Withdrawal of the offer (Agreement) can be carried out by the Site at any time, but it is not the basis for the rejection of the Seller's obligations under the already concluded supply contracts. The ISP shall be obliged to place a notice on withdrawal of the offer on its website, indicating the exact time (3rd time zone (Moscow)) of withdrawal of the offer.

9. FORCE MAJOR

9.1. Either Party shall be relieved of responsibility for the full or partial failure to perform its obligations under this Agreement if such failure was caused by force majeure circumstances that arose after the signing of this Agreement.

9.2. "Force Majeure Circumstances" shall mean extraordinary events or circumstances which such Party could not have foreseen or prevented by the means available to it. Such extraordinary events or circumstances include, but are not limited to: strikes, floods, fires, earthquakes and other natural disasters, wars, military actions, actions of Russian or foreign governmental authorities, and any other circumstances beyond the reasonable control of either Party.

9.3. Changes in the applicable laws or regulations, imposed Sanctions directly or indirectly affecting any of the Parties, shall be considered as Force Majeure Circumstances, and in the event of such changes that prevent any of the Parties from performing any of its obligations under this Agreement, the Parties shall immediately decide on a work procedure to correct the problem in order to allow the Parties to continue performing this Agreement.

10. OTHER TERMS

10.1. The intellectual property rights of the Internet Site belong to the owner of the site.

10.2. Buyer may not copy and use text content, images, videos, design elements, software code, trademarks, trade names, and other.

10.3. Any use of the elements, symbologies, texts, graphics, programs, and other objects forming a part of the Site is illegal and may result in legal action and subject violators to civil, administrative, or criminal liability under the laws of RK.

10.4. All disputes related to the non-fulfillment or improper fulfillment of their obligations under this contract, the parties will try to solve by negotiation.

10.5. If no agreement is reached in the course of negotiations, disputes will be resolved in court in accordance with the laws of the Republic of Kazakhstan in force.

In connection with the above, please carefully read the text of this offer and if you do not agree with its terms and conditions, or with any other point of its terms, the Internet Site offers you to withdraw from the contract of offer.

Details of the parties to the Public Offer

Internet Site:

Tezber Company LLP Address: 050042, Republic of Kazakhstan,

Almaty city, Auezov district, 98, Zhandossov str.

tel. +7 778 200 28 89,

Bank: JSC Halyk Bank of Kazakhstan

IIC: KZ40601A861007451011 Beneficiary

code 17

BIC: HSBKKZKX

Currency: KZT

BIN: 220840049630

Director _____

Zhumukov Zhumaniyaz Zhanatovich

Seller:

(Legal form of organization)
Address: _____,

tel. (_____) _____,

TIN/KPP _____

Account # _____ in _____

PJSC/LA " _____ " _____,

BIC _____

Correspondent account # _____

OGRN _____

Director of LLP/IE " _____ " _____

Name _____

signature _____