**Public Offer Agreement**

**1. General provisions**

1.1. Please, carefully read the text of the public offer, and if you do not agree with any clause of the offer, you are proposed to refuse to purchase Goods or use Services rendered by the Seller.

1.2. In accordance with Article 395 of the Civil Code of the Republic of Kazakhstan (hereinafter referred to as the CC RoK), this document is a public offer, and if the conditions set out below are accepted, the individual accepting this offer pays for Goods of the Seller according to the terms and conditions of this Agreement. In compliance with clause 3 of Article 396 of the CC RoK, payment for Goods by the Buyer is an acceptance of the offer, which is considered equivalent to concluding the Agreement on the terms set out in the offer.

1.3. Unless the context requires otherwise, in this offer, the following terms have the following meanings:

* Offer - a Seller’s public offer addressed to any individual/legal entity to conclude a sale and purchase agreement with him/her (hereinafter referred to as the Agreement) on the current terms contained herein, including all its Annexes.
* Seller - Republican Public Association “QazaqGeography”, which sells Goods presented on the website <https://www.qazaqgeography.kz>.
* Buyer - an individual or a legal entity who has concluded the Agreement with the Seller on the terms and conditions contained herein.
* Acceptance - the Buyer’s full and unconditional acceptance of the terms and conditions of the Agreement.
* Goods — a list of assortment items presented on the website <https://www.qazaqgeography.kz>
* Order — individual items from the assortment list of Goods specified by the Buyer when placing an application on the website <https://www.qazaqgeography.kz>
* Website – a set of electronic documents (files) of the Seller, available on the Internet at <https://www.qazaqgeography.kz>

**2. Subject of the Agreement**

2.1. The Seller sells Goods in accordance with the current price list published on the Seller’s website, and the Buyer pays and accepts Goods according to the terms and conditions of this Agreement.
2.2. This Agreement and all Annexes thereto are official documents of the Seller and an integral part of the Offer.

**3. Placing an Order**

3.1. The Order of Goods is carried out by the Buyer through the Website or through the contact details specified on the Website.

3.2. When registering (placing) an Order on the Seller’s Website, the Buyer undertakes to provide registration information about himself/herself.

3.3. The Buyer’s acceptance of the terms and conditions of this Agreement is carried out by entering the relevant data into the registration form on the website by the Buyer.
The Buyer has the right to edit the registration information about himself/herself before the order is approved. The Seller undertakes not to disclose the Buyer’s registration data specified on the Website, as well as other information concerning the Buyer’s personal data, to persons unrelated to the Order execution. Having approved the Order of the selected Goods, the Buyer provides the necessary information for the Goods delivery.

3.4. The Buyer is responsible for the content and accuracy of the information provided when placing the Order.

3.5. All information materials presented on the Website are for reference purposes and cannot fully provide reliable information about certain properties and characteristics of Goods, such as: price, color, shape, size and packaging. If the Buyer has any questions regarding the properties and characteristics of Goods, before placing an Order, he/she needs to seek advice or send a request to the email address.

**4. Order Execution Term**

4.1. The period in which the Seller undertakes to fulfill the Order is from one business day. The Order execution term depends on the availability of the ordered Goods in the Seller’s warehouse and the time required to process the Order. In exceptional cases, the Order execution term can be agreed with the Buyer individually, depending on the characteristics and quantity of ordered Goods. If a part of the Order is missing from the Seller’s warehouse, including for reasons beyond the latter’s control, the Seller has the right to cancel the specified Goods from the Buyer’s Order. The Seller undertakes to notify the Buyer of the change in the completeness of his/her Order by sending a message to the email address specified during registration on the Website, or by an additional written explanation on the product receipt upon direct receipt of the Order by the Buyer.

4.2. The Order is considered executed at the time of its transfer to the Buyer. By signing the bill of lading, the Buyer confirms the execution of the Order.

4.3. If the Buyer provides false information about his/her contact details or the composition of the Order, the Seller is not responsible for improper execution of the Order.

**5. Order Payment**

5.1. Payment of the executed Order at the Buyer’s choice can be carried out:
1) by transferring funds to the Seller’s settlement account;

2) by transferring funds online by the Buyer through the electronic payment system via payment/credit cards (VISA, MasterCard).

5.2. The price for each item of the Goods is displayed on the Website. In the event of a change in the price of the ordered items of Goods, the Seller undertakes to inform the Buyer of such change as soon as possible. The Buyer has the right to confirm or cancel the Order. If there is no communication with the Buyer, the Order is considered canceled within 7 (seven) calendar days from the date of placement.

5.3. Prices for any items of Goods specified on the Website may be changed by the Seller unilaterally without notifying the Buyer.

5.4. Payment by the Buyer of the self-placed Order on the Website means acceptance of the Terms of this Agreement. The day of the Order payment is the date of conclusion of the Offer Agreement between the Seller and the Buyer.

**6. Order Return**

6.1. Within fourteen days from the date of transfer of the goods, the Buyer has the right to exchange the purchased goods, provided that it was not in use, the marketable condition, consumer properties, labels, seals, fiscal receipt or any document confirming the fact of purchase from this seller is maintained - for a similar product of a different size, shape, dimensions, style, colors, configuration, etc., having made, in case of a difference in price, the necessary recalculation with the Seller. In the absence of the goods necessary for the exchange from the Seller, the Buyer has the right to return the purchased goods to the Seller and receive the amount of money paid for it, in which case the Buyer reimburses the Seller for the overhead costs for the Goods delivery.

6.2. If the Seller delivers the Goods of inadequate quality, the Buyer undertakes to provide the Goods to the Seller in the manner and on the terms provided for on the Seller’s Website, as soon as possible from the date of purchase to check the Goods quality.

6.2. The ownership of the Order, as well as the risk of damage to it, passes to the Buyer from the moment the Goods are transferred to the Buyer.

**7. Miscellaneous**

7.1. The Buyer hereby agrees to the binding terms of this Public Offer Agreement.

7.2. In accordance with the terms of this Public Offer Agreement, the Seller has the right to refuse to place an Order to persons who disagree with the terms of this Agreement.

7.3. The Seller reserves the right to make changes to this Agreement, in connection with which the Buyer undertakes to regularly monitor changes in the Agreement published on the website <https://www.qazaqgeography.kz>.