

PUBLIC AGREEMENT (OFFER)**

Public Agreement (Offer) for Ordering, Sale and Delivery of Goods

This Agreement is an official and public offer by sole proprietor Yuliia Oleksandrivna Volokhovych to enter into a sales agreement for goods presented on the website incardoc.com. This Agreement is public, meaning in accordance with Article 633 of the Civil Code of Ukraine, its terms are the same for all buyers regardless of their status (individual, legal entity, or sole proprietor) and without giving preference to any one buyer. By entering into this Agreement, the Buyer fully accepts the terms and conditions for ordering, payment, delivery, return, and liability for dishonest orders, as well as all other provisions of the Agreement. The Agreement is deemed concluded upon the Buyer clicking the "Confirm Order" button on the checkout page in the "Cart" section and receiving electronic confirmation of the order from the Seller.

1. Definitions

1.1. Public Offer ("Offer") – a public offer by the Seller addressed to an indefinite number of persons to conclude a distance sales agreement ("Agreement") under the terms provided in this Offer.

1.2. Goods or Services – the object of the agreement chosen by the Buyer on the website and added to the cart, or already purchased by the Buyer from the Seller by distance means.

1.3. Online Store – the Seller's website at [www.incardoc.com](<http://www.incardoc.com>), created to conclude retail and wholesale sales agreements based on the Buyer's review of the Seller's product descriptions via the Internet.

1.4. Buyer – a legally capable individual who is at least 18 years old, receives information from the Seller, places an order for goods listed on the website for purposes not related to business activity, or a legal entity or sole proprietor.

1.5. Seller – sole proprietor Yuliia Oleksandrivna Volokhovych (Tax ID 3513211320), residing at: Ukraine, Kyiv, Podilskyi district, Pravdy Ave., building 17, block A, apt. 8.

2. Subject of the Agreement

2.1. The Seller agrees to transfer ownership of the Goods to the Buyer, and the Buyer agrees to pay for and accept the Goods under the terms of this Agreement.

2.2. The date of acceptance of the Offer and the moment of full and unconditional acceptance by the Buyer of the terms of the Agreement shall be the date on which the Buyer completes the order form on the website, provided the Buyer receives electronic confirmation of the order from the Seller. If necessary, the Agreement may also be executed in writing at the Buyer's request.

3. Order Processing

- 3.1. The Buyer places an order independently through the “Cart” form on the website.
- 3.2. The Seller may refuse to fulfill the order if the information provided by the Buyer is incomplete or raises doubts regarding its validity.
- 3.3. When placing an order, the Buyer must provide:
- Full name
 - Delivery address (if applicable)
 - Contact phone number and email
- 3.4. The product name, quantity, and price are indicated in the Buyer’s cart on the website.
- 3.5. If either Party needs additional information, it may request it from the other Party.
- Failure by the Buyer to provide required information exempts the Seller from liability for service quality.
- 3.6. By completing the order, the Buyer agrees to the data provided in clauses 3.3–3.4.
- 3.7. The Buyer accepts the terms of the Offer by entering the required information into the registration form on the website.
- 3.8. The Buyer is responsible for the accuracy of the information provided.
- 3.9. By placing an order, the Buyer confirms that:
- They are fully familiar with and accept the terms of this Offer;
 - They consent to the collection, processing, and transmission of personal data, valid for the term of the Agreement and indefinitely thereafter;
 - They are informed of their rights under the Law of Ukraine “On Personal Data Protection” and agree that their data may be shared with third parties for the purpose of fulfilling the Agreement.

4. Price and Delivery

- 4.1. Product and service prices are set by the Seller and listed in USD, including VAT.
- 4.2. Prices may be changed unilaterally by the Seller, except for items already paid for in full.
- 4.3. Delivery charges are not included and are paid by the Buyer according to the delivery service's rates.
- 4.4. The Buyer's payment obligation is fulfilled once the Seller receives the funds.
- 4.5. Payment methods are described on the website in the “Payment and Delivery” section.
- 4.6. Upon delivery, the Buyer must verify the quantity and quality of the Goods.
- 4.7. Acceptance is confirmed by the Buyer or their representative signing the receipt/order/delivery note.
- 4.8. Ownership and risk transfer to the Buyer upon receipt or handover to the delivery service.

5. Rights and Obligations

5.1. The Seller must:

- Deliver the Goods per this Agreement and the Buyer’s order;
- Not disclose Buyer’s private information, except as required by law or to fulfill the order.

5.2. The Seller may:

- Change the terms or prices unilaterally by posting updates on the site.

5.3. The Buyer must:

- Familiarize themselves with the Agreement and prices before ordering;

- Provide complete and accurate information for order processing.

6. Returns

- 6.1. The Buyer may return non-food Goods of proper quality within 14 days if they are unused and retain their commercial appearance and original packaging. Exceptions are defined by the Cabinet of Ministers of Ukraine.
- 6.2. Refunds for proper quality goods are processed within 30 days if all return conditions are met.
- 6.3. Refunds are made via bank transfer.
- 6.4. Return shipping is at the Buyer's expense and is non-refundable.
- 6.5. For defective goods within the warranty period, the Buyer may submit claims as per the Law of Ukraine "On Consumer Protection."
- 6.6. Claims are reviewed upon provision of required documentation. The Seller is not liable for defects arising after delivery.
- 6.7. The Buyer may not return custom-made goods.
- 6.8. Returns are made to the address listed in the "Contacts" section on the website.

7. Liability

- 7.1. The Seller is not liable for damage caused by improper installation, use, or storage.
- 7.2. The Seller is not liable for delays or failure due to incorrect Buyer information.
- 7.3. Both Parties are liable under Ukrainian law and this Agreement.
- 7.4. Force majeure (war, natural disasters, etc.) exempts the Parties from liability. The affected Party must notify the other immediately.

8. Confidentiality and Data Protection

- 8.1. By submitting personal data, the Buyer consents to its processing and transfer under Ukrainian law.
- 8.2. The Seller must not disclose Buyer information except to partners fulfilling the order or as required by law.
- 8.3. The Buyer is responsible for maintaining current and accurate data.

9. Other Terms

- 9.1. This Agreement is governed by the laws of Ukraine.
- 9.2. Disputes are resolved through negotiation or by court under Ukrainian jurisdiction.
- 9.3. The Seller may amend this Agreement unilaterally or mutually with the Buyer.

SELLER'S ADDRESS AND DETAILS

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