

PUBLIC AGREEMENT (OFFER)

for the ordering, sale, and delivery of goods

This agreement constitutes an official and public offer by the Seller to enter into a contract for the sale of the Goods presented on the website <https://solofordiamonds.com.ua>. This contract is public, meaning that in accordance with Article 633 of the Civil Code of Ukraine, its terms are the same for all buyers regardless of their status (natural person, legal entity, individual entrepreneur) without giving preference to one buyer over another. By entering into this Agreement, the Buyer fully accepts the terms and conditions regarding order placement, payment for goods, delivery of goods, return of goods, liability for fraudulent orders, and all other terms of the Agreement. The Agreement is deemed concluded upon clicking the “Checkout” button on the order placement page in the “Cart” section and the Buyer’s receipt of an electronic order confirmation from the Seller.

1. Definition of Terms

1.1. Public Offer (hereinafter referred to as the “Offer”) – a public proposal by the Seller, addressed to an indefinite group of persons, to enter into a contract of sale of goods with the Seller via distance selling (hereinafter referred to as the “Contract”) on the terms contained in this Offer.

1.2. Goods or Services – the subject matter of the agreement between the parties, which was selected by the Buyer on the Online Store’s website and placed in the shopping cart, or has already been purchased by the Buyer from the Seller remotely.

1.3. Online Store – the Seller’s website at <https://solofordiamonds.com.ua>, created for the conclusion of retail and wholesale purchase and sale agreements based on the Buyer’s review of the Product description provided by the Seller via the Internet.

1.4. Buyer – a legally competent natural person who has reached the age of 18, receives information from the Seller, and places an order to purchase goods presented on the Online Store’s website.

1.5. Seller – Limited Liability Company “SOLO FOR DIAMONDS” (identification code 39521194).

2. Subject Matter 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 in accordance with the terms of this Agreement.

2.2. The date of conclusion of the Agreement-offer (acceptance of the offer) and the moment of full and unconditional acceptance by the Buyer of the terms of the Contract shall be deemed to be the date on which the Buyer completes the order form located on the Online Store’s website. An order placed via email or by calling the phone number listed in the Online Store’s contact section is also considered acceptance of the offer.

3. Placing an Order

3.1. The Buyer places an order in the Online Store independently via the “Shopping Cart” form, or by placing an order via email or by calling the phone number listed in the Online Store’s contact section.

3.2. The Seller has the right to refuse to fulfill the order for the Buyer if the information provided by the Buyer during the ordering process is incomplete or raises doubts regarding its validity.

3.3. When placing an order on the Online store's website, the Buyer agrees to provide the following mandatory information required by the Seller to fulfill the order:

3.3.1. the Buyer's last name and first name;

3.3.2. the address, date, and time to which the Goods are to be delivered (if delivery is to the Buyer's address);

3.3.3. contact phone number.

3.3.4. email address.

3.4. The name, quantity, item number, and price of the Goods selected by the Buyer are indicated on the Online Store's website.

3.5. If either Party to the Agreement requires additional information, it has the right to request it from the other Party. If the Buyer fails to provide the necessary information, the Seller shall not be liable for providing quality service to the Buyer when purchasing goods from the Online store.

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

3.7. The Buyer's acceptance of the terms of this Offer is effected by the Buyer entering the relevant data into the registration form on the Online Store's website or when placing an Order through an operator.

3.8. The Buyer is responsible for the accuracy of the information provided when placing an Order.

3.9. By entering into the Agreement, i.e., by accepting the terms of this offer (the proposed terms of purchase of the Goods) through the placement of an Order, the Buyer confirms the following:

a) The Buyer is fully and completely familiar with and agrees to the terms of this offer;

b) the Buyer consents to the collection, processing, and transfer of personal data; such consent remains valid for the entire term of the Agreement, as well as for an unlimited period following its expiration. In addition, by entering into this Agreement, the Buyer confirms that they have been informed (without additional notice) of the rights established by the Law of Ukraine "On Protection of Personal Data", of the purposes of data collection, and that their personal data is transferred to the Seller for the purpose of fulfilling the terms of this Agreement, conducting mutual settlements, and receiving invoices, certificates, and other documents. The Buyer also agrees that the Seller has the right to provide access to and transfer the Buyer's personal data to third parties without any additional notice to the Buyer for the purpose of fulfilling the Buyer's order. The scope of the Buyer's rights as a data subject under the Law of Ukraine "On Protection of Personal Data" is known and understood by the Buyer.

4. Price and Delivery of Goods

4.1 Prices for Goods and services are determined by the Seller independently and are listed on the Online Store's website. All prices for Goods and services listed on the website are in hryvnia and include VAT.

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

4.3. The cost of the Product listed on the Online Store's website does not include the cost of delivering the Product to the Buyer. The cost of delivering the Product is paid by the Seller.

4.4. The Buyer's obligation to pay for the Goods is considered fulfilled upon receipt of the funds by the Seller into its account.

4.5. Payments between the Seller and the Buyer for the Goods are made using the methods specified on the Online Store's website in the "SHIPPING AND PAYMENT" section.

4.6. Upon receipt of the Goods, the Buyer must, in the presence of a representative of the delivery service (carrier), verify that the Goods comply with the specified quality and quantity characteristics (product name, quantity, completeness).

4.7. Upon receipt of the Goods, the Buyer or their representative shall confirm by their signature on the sales receipt, the order, or the delivery note that they have no complaints regarding the quantity, appearance, or completeness of the Goods.

4.8. Title to the Goods and the risk of accidental loss or damage to the Goods shall pass to the Buyer or its Representative upon receipt of the Goods by the Buyer at the delivery location in the event of direct delivery of the Goods by the Seller, or upon transfer of the Goods by the Seller to the delivery service (carrier) selected by the Buyer.

5. Rights and Obligations of 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 Agreement and the Buyer's order.

5.1.2. Not to disclose any confidential information about the Buyer and not to provide access to such information to third parties, except as required by law and during the fulfillment of the Buyer's Order.

5.2. The Seller has the right to:

5.2.1 Unilaterally amend the terms of this Agreement, as well as the prices for Goods and services, by posting them on the Online Store's website. All changes take effect upon publication.

5.3 The Buyer is obliged to:

5.3.1 Review the content of the Agreement, the terms of the Agreement, and the prices offered by the Seller on the Online Store's website prior to entering into the Agreement.

5.3.2 In order for the Seller to fulfill its obligations to the Buyer, the Buyer must provide all necessary information that uniquely identifies them as the Buyer and is sufficient for the delivery of the ordered Goods to the Buyer.

6. Return of Goods

6.1. Jewelry of satisfactory quality is not subject to exchange or return in accordance with Article 9 of the Law of Ukraine "On Consumer Rights Protection" dated May 12, 1991, No. 1023 -XII and Resolution of the Cabinet of Ministers of Ukraine No. 172 dated March 19, 1994, "On the Implementation of Certain Provisions of the Law of Ukraine "On Consumer Rights Protection" (Appendix No. 3 "List of Goods of Proper Quality Not Subject to Exchange or Return").

7. Warranty

7.1. The Seller guarantees free repair of jewelry within 3 years from the date of purchase, provided there is a manufacturing defect.

7.2. Hidden defects are subject to warranty repair—defects that occurred during the manufacturing process due to the manufacturer's fault:

7.2.1. loss of an insert due to the manufacturer's fault, and not as a result of improper wear of the item;

7.2.2. a faulty clasp in earrings, bracelets, chains, and necklaces. If an insert is lost, the buyer pays for a new one.

7.3. To request warranty repairs, please call +38 073 000 14 20

7.4. The buyer must have with them a sales receipt or cash register receipt showing the date of sale, the jewelry tag, and a document proving the buyer's identity.

7.5. Only a certified specialist at the manufacturing plant may determine whether a claim is covered by the warranty.

8. Rules for the Use of Jewelry

8.1. These rules apply to all jewelry and gemstone settings.

8.2. Jewelry must be used under conditions that exclude:

8.2.1. Careless or improper use (various mechanical damage to the item or setting).

8.2.2. Contact with acids and alkalis (including cleaning and laundry detergents).

8.2.3. Interaction with substances containing chlorine, iodine, mercury, sulfur, and their compounds (which may be found, for example, in cosmetics and in pool water).

8.2.4. Contact with solvents (e.g., nail polish remover, stain removers, or cleaning agents).

8.2.5. Exposure of the inserts and the product to open flames, high, low, and rapidly changing temperatures (e.g., in saunas and tanning beds).

8.2.6. Exposure to dyes.

8.2.7. Exposure to abrasive substances and materials (e.g., nail files, household cleaning products, or toothpaste).

8.2.8. Adverse effects of radiation (e.g., radioactive, X-ray, and ultraviolet).

8.2.9. Contact with chemicals that may damage the product.

8.2.10. It is recommended to store each product separately in a soft case to avoid scratches and chips.

9. Liability

9.1. The Seller shall not be liable for any damage caused to the Buyer or third parties as a result of improper use or storage of the Goods purchased from the Seller.

9.2. The Seller shall not be liable for improper or untimely fulfillment of Orders and its obligations in the event that the Buyer provides inaccurate or false information.

9.3. The Seller and the Buyer shall be liable for the fulfillment of their obligations in accordance with the current legislation of Ukraine and the provisions of this Agreement.

9.4. The Seller or the Buyer shall be exempt from liability for the full or partial non-performance of their obligations if such non-performance is the result of force majeure circumstances such as: war or military actions, earthquake, flood, fire, and other natural disasters that occurred independently of the will of the Seller and/or the Buyer after the conclusion of this Agreement. The Party unable to fulfill its obligations shall immediately notify the other Party thereof.

9.5. The Party for whom it has become impossible to fulfill its obligations due to the occurrence of force majeure circumstances must immediately inform the other Party in writing of the occurrence of the aforementioned circumstances, and within 30 (thirty) calendar days provide the other Party with confirmation of the force majeure circumstances. Such confirmation shall be a relevant document issued by the authorized The Ukrainian Chamber of Commerce and Industry or another duly authorized state body located at the place where the force majeure circumstances occurred.

10. Confidentiality and Protection of Personal Data.

10.1. By providing their personal data on the Online Store's website during registration or when placing an Order, the Buyer voluntarily consents to the Seller's processing, use (including transfer) of their personal data, as well as the performance of other actions provided for by the Law of Ukraine "On Protection of Personal Data" without any limitation on the duration of such consent.

10.2. The Seller undertakes not to disclose information received from the Buyer. It shall not be considered a violation for the Seller to provide information to counterparties and third parties acting under a contract with the Seller, including for the purpose of fulfilling obligations to the Buyer, as well as in cases where the disclosure of such information is required by the applicable laws of Ukraine.

10.3. The Buyer is responsible for keeping their personal data up to date. The Seller shall not be liable for the poor performance or non-performance of its obligations due to the Buyer's information being out of date or inaccurate.

11. Other Terms

11.1. This agreement is entered into within the territory of Ukraine and is governed by the laws of Ukraine in force.

11.2. Photographs of the Product posted on the Online Store's website may differ from the actual appearance of the product.

11.3. The Seller reserves the right to expand or reduce the product range presented on the Online Store's website.

11.4. All disputes arising between the Buyer and the Seller shall be resolved through negotiations. If a resolution to the disputed issue cannot be reached through negotiations, the Buyer and/or the Seller have the right to refer the dispute to the courts in accordance with the current legislation of Ukraine.

11.5. The Seller has the right to amend this Agreement unilaterally, as provided for in Section 5.2.1 of the Agreement. In addition, amendments to the Agreement may also be made by mutual agreement of the Parties in accordance with the procedure provided for by the current legislation of Ukraine.

SELLER'S ADDRESS AND BANK DETAILS:

LIMITED LIABILITY COMPANY "SOLO FOR DIAMONDS"

5/6 Ochakivska St. / Ochakivskyi Lane, Kyiv, 03151

EDRPOU Code 39521194

Bank details:

IBAN UA043510050000026004879279744

Bank: JOINT STOCK COMPANY «UKRSIBBANK»

IBAN UA053348510000000026007269592

Bank: JOINT STOCK COMPANY "FIRST UKRAINIAN INTERNATIONAL BANK"

TIN: 395211926577

Tel. +38 073 000 14 20

Email: info@solofordiamonds.com.ua