Public offer

# (Public Offer Agreement Of Work Execution )

**Executor**: **LIMITED LIABILITY COMPANY "CALOR"**, represented by the director Kozolup Igor Mykolaevych who acts on the basis of the charter, publishes from one hand, and

**Customer**: any individual, individual entrepreneur, legal entity that is acting on the basis of civil or economic legality, who has expressed a desire to order work execution on the other hand, hereinafter - the Parties, and each separately - the Party, have entered into this Agreement about the following.

# Legislation governing the procedure for concluding and implementation of this Agreement

* 1. The conclusion and implementation of this Agreement is regulated by the Constitution of Ukraine, the Civil Code of Ukraine, the Commercial Code of Ukraine, the Laws of Ukraine "On E-Commerce", "On Consumer Protection", "On Personal Data Protection" and other valid legal and regulatory instruments.

# TERMS, USED IN THE CURRENT AGREEMENT

* 1. Terms that are used in this Agreement have the following meanings:
     1. "Public offer" is a public offer to enter into the Agreement (in this case - Public Agreement), which has to contain all the essential conditions and express the intention of the person who has made the offer, to consider himself/herself to be obliged in case of its acceptance.
     2. "Public works agreement" - an agreement, the terms of which are set the same for all consumers, in which one party - the entrepreneur has undertaken to perform the work through the usage of the Site to anyone who applies to it. The terms of the public agreement for the performance of works shall be thought accepted in full by the Customer and without objections at the time established by this Agreement.
     3. "Site" - the official site of the Executor, which is located on the Internet at [https://calor.com.ua/], through which the conclusion of the Public works Agreement is made.
     4. "Works" (under this Agreement) is the process of shoe making by the Executive according to an individual design created by the Customer through the usage of a special web-constructor which is available on the Site.
     5. "Shoes" is the result of work performed by the Executor in accordance to the Customer's order.
     6. "Shoe Web-Constructor" is a set of tools available on the Site, which provides the opportunity to create an individual shoe design. The shoe web-constructor gives the clients an opportunity to choose the shoe material, the color of each detail, size, etc.
     7. "Personal data" is the data about the Customer that is necessary for registration and execution of the order.

*All terms defined in this Agreement have the same meaning in any other official documents published on the Site, unless otherwise provided in the document itself.*

# SUBJECT

* 1. The Executive in the manner and under the conditions specified in this Agreement, undertakes to perform work at the request of the Customer and the Customer undertakes to accept and pay for these works.

# Making an order

* 1. The Customer, before placing an order, is obliged to read the full text of this Agreement. Making an order by the Customer confirms the fact that the Customer is acquainted with the content of this Agreement and fully, without any objections, accepts all the terms of this Agreement.
  2. The Customer independently places an order using all necessary tools after reviewing the full text of this Agreement on the Site.
  3. The Customer creates an individual shoe design by using the web-constructor. To save the design of the shoes in a personal account and send it to the Customer's e-mail, the Customer undertakes to indicate his/her name and e-mail.
  4. The next step that the Customer has to make for placing an order is to determine the size of the shoes by taking measurements of own foot.
  5. To make foot measurements, the Customer undertakes to watch the training video placed at: [https://calor.com.ua/configurator].
  6. Following the instructions given in the training video, the Customer has to measure both feet (foot length, ball girth, instep girth and width). For a more detailed calculation of the model, the executor recommends sending photos of the Customer's feet to the Executor's e-mail: [help@calor.com.ua.](mailto:help@calor.com.ua) The Customer should indicate which foot (left or right) is it, name, telephone number, e-mail and the size of shoes that the Customer usually wears on the sheet of paper in the upper corner.
  7. Then, the customer has to enter the data in the table and click "Place an order" to save the data and go to the next step.
  8. When placing an order, the Customer undertakes to provide the following information: name, telephone number, e-mail, the city where the shoes will be delivered, as well as to provide comments on the order (optional).
  9. After placing the order, the Executor sends a password to the Customer's e-mail to the personal account.
  10. After entering the personal account, the Customer has the opportunity to pay for the order, choose the post office, to which a pair of shoes should be sent, as well as take advantage of other opportunities provided by the personal account.

# Terms of payment

* 1. The cost of works is indicated on the Site.
  2. Under this Agreement, the Parties have determined that payment is made by the Executor using the Wayforpay service (link to the service page on the Internet - https://wayforpay.com/).
  3. Payment for shoes is made on the terms of 100% prepayment at the moment of the Customer's order.
  4. Payment for shipping services is made by the Customer independently at his/her own expense based on the tariffs set by the carrier "Nova Poshta" (within the territory of Ukraine) and based on the tariffs set by the carriers "Fedex", or "UPS", or "DHL" (for out of the territory of Ukraine).
  5. Payment is made by the Customer in monetary form in the national currency of Ukraine - UAH.
  6. The Customer is considered to have fulfilled the obligation to pay for the order from the moment of crediting the funds to the Executorsr's account.

# Conditions and terms of work performance

* 1. Term of works performance - up to 14 days from the date of implementation of 100% prepayment by the Customer.
  2. Shipping - according to the conditions of the carrier "Nova Poshta" (within the territory of Ukraine), and based on the tariffs set by the carriers "Fedex", or "UPS", or "DHL" (for out of the territory of Ukraine).
  3. The works are considered to be performed by the Executor and accepted by the Customer in full and without any comments, if there are no written and reasonable comments on the timing and / or quality of the performed work from the Customer within 30 (thirty) calendar days from the date of receiving the shoes. Signing of any handover/takeover document by the parties is not provided.
  4. The Executor undertakes to consider all written and reasonable remarks from the Customer and if it is considered to be possible, to eliminate these deficiencies within 10 (ten) calendar days from the date of receiving written remarks from the Customer.
  5. If the Executor does not receive any remarks after the expiration of the term for works acceptance, the obligations of the Executor under the Agreement are considered to be performed properly and accepted by the Customer in full. After the expiration of the specified term, any claims concerning the term and / or quality of works are not accepted.

# Quality and Shoe Exchange

* 1. The Executor guarantees the quality of the shoes within the warranty period - 30 calendar days from the date of receiving of the shoes by the Customer.
  2. When receiving shoes in the storage of the carrier "Nava Poshta", or "Fedex", or "UPS", or "DHL", the Customer is obliged to check the external integrity of the packaging, the appearance of the shoes, make sure there are no visible defects.
  3. In case of detection some defects, the Customer is obliged to fix them in the act of any form. The act must be signed by the Customer and a representative of the carrier "Nova Poshta", or "Fedex", or "UPS", or "DHL". Detected shortcomings of shoes must be fixed by photo- or video cameras.
  4. The Customer is obliged to contact representatives of the Executor and to inform about the revealed defects within 1 (one) day from the moment of detection of defects.
  5. The Parties have agreed that in case of non-compliance with the mandatory requirements of this procedure, the Parties recognize the receiving of the shoes in good condition by the Customer - without any mechanical damage and in full.
  6. If the Customer discovers defects or improper quality of shoes during the warranty period, the Executor undertakes to return to the Customer 100% of the amount paid for the shoes. In this case, the Customer undertakes to return the shoes to the Executor.
  7. If the sole of the shoe is torn off or there is another serious defect, the Executor undertakes to return to the Customer 70% of the amount paid for the shoes. In this case, the Customer has the right to keep the shoes.
  8. Complaints about the quality of shoes are accepted within the warranty period.
  9. Claims concerning the quality of footwear are accepted if the Customer has an examination report of a certified institution and other evidence of improper quality of footwear, obtained in the manner prescribed by law.
  10. Complaints about the quality of footwear are not satisfied if it is proved that the footwear became of poor quality as a result of violation by the Customer of the rules of usage or storage of footwear, actions of third parties, accident or force majeure. The costs related to proving the cause of improper quality of footwear shall be taken by the Party through whose fault the footwear was or has become of poor quality.
  11. If the shoes do not come in Customer’s size due to the fault of the Executor, the Executor undertakes to return to the Customer 100% of the amount paid for the shoes, on the condition that the shoes have their appearance and there are no signs that they have been worn.
  12. If the shoes do not come in Customer’s size due to the fault of the Customer because the Customer has indicated incorrect foot measurements, the Executor shall be released from any liability and any obligation to exchange or return the shoes or refund payment for performed work.
  13. Shoes of proper quality, made to individual order, cannot be exchanged or returned.

# Responsibility of the Parties

* 1. In case of breach of their obligations under this Agreement, the Parties shall bear the responsibility specified in this Agreement and applicable law. Violation of the obligation is its non-performance or improper performance, ie the fulfillment of conditions with some violation which are specified in the content of the obligation.
  2. The Parties are not responsible for breaching their obligations under this Agreement if it occurred not of their making. The Party shall be presumed not guilty if it proves that it has taken all necessary measures to perform the obligation properly.
  3. In case of non-payment, incomplete or late payment for the work, the Customer shall pay the Executor a penalty of 1% of the order value for each day of such delay.
  4. The Contractor is responsible for:
     1. the violation of this Agreement and the order of work performance;
     2. the violation of the term of work performance;
     3. the work performance of improper quality.
  5. If the term of work performance is overdue by the Executor for more than 14 (fourteen) calendar days, the Executor undertakes to return to the Customer 100% of the amount paid for the shoes.
  6. The Contractor is not responsible for:
     1. the inability to perform work for reasons beyond the control of the Executor, including force majeure, disruption of communication lines, malfunction of equipment and software that does not belong to the Executor;
     2. for complete or partial interruptions of work related to the replacement of equipment, software, etc.
     3. loss of confidential information or some part of it, if it is not the fault of the Executor;
     4. any damages of third parties that arose not through the fault of the Executor.
  7. The Customer is responsible for:
     1. the reliability and correctness of registration data and foot measurements indicated by the Customer in the process of ordering;
     2. the usage of credentials by third parties used to access the Customer's personal account;
     3. the violation of the terms of this Agreement;
     4. the violation of terms and conditions of payment;
     5. the interference in the Site work and available services or attempt to get access to them bypassing the instructions of the Executor.
  8. By agreeing to the terms of this Agreement, the Customer confirms that he/she understands that the reproduction of color and texture of the material differs on the monitors of various PC, laptops, tablet screens, smartphones, etc.
  9. By agreeing to the terms of this Agreement, the Customer agrees that the Executor has the right to add to the shoes any branded elements (logo, brand name, etc.).
  10. By agreeing to the terms of this Agreement, the Customer agrees that if the Executor does not have material of a certain color in stock, the Executor has to offer the Customer a replacement. If the Customer does not agree with the proposed replacement, the Executor undertakes to return the money. If the shade of the material differs slightly while purchasing materials, the Executor has the right to choose the color shade, without the approval of the Customer, if it does not spoil the overall harmony of the design.

# Force majeure

* 1. In case of force majeure, impossibility of full or partial fulfillment of obligations by any of the Parties under this Agreement due to force majeure, as follows: natural disasters, fires, floods, earthquakes, military actions, mass riots, strikes, sabotage, blockade, orders of state bodies, or other circumstances independent of the Parties, the period of implementation of obligations is extended for such term during which the above-stated circumstances and their consequences will proceed.
  2. The Party for which force majeure has occurred shall notify the other Party by e-mail within 5 (five) working days from the occurrence of these circumstances, indicate the approximate period of force majeure and take measures to reduce the infliction losses to the other Party.
  3. If the above circumstances last more than 60 (sixty) calendar days, each of the Parties has the right to rescind the Agreement unilaterally by sending the other Party a written notification or by e-mail. In such cases, neither Party has the right to claim for compensation for any possible damages from the other Party.
  4. The fact of force majeure must be confirmed by a certificate of the Chamber of Commerce and Industry of Ukraine or another authorized institution. The Party is obliged to provide the evidence of confirmation of force majeure within 10 (ten) working days from the date of force majeure.
  5. In case of violation of paragraph 9.4 and its conditions, the Party shall be deprived of the right to refer to the existence of force majeure as a ground for exemption from liability for improper fulfillment of obligations.

# Dispute resolution process

* 1. All disputes arising out of or in connection with this Agreement shall be settled by negotiation between two Parties.
  2. If a certain dispute cannot be resolved through negotiations, it shall be resolved in court in accordance with the current legislation of Ukraine.

# Intellectual property rights

* 1. All materials on the Site are subject matter of copyright and the Executor has the exclusive rights to use them.
  2. The right to use the content of the Site is limited to the usage for personal non-commercial purposes and is not allowed in other cases.
  3. Copying, modification, full or partial usage, public replication and distribution of all content on the Site, Site code, brand name, logo or selling of other footwear under the Executor's brand, as well as it usage without the written permission of the copyright holder is strictly prohibited and prosecuted.
  4. The Customer undertakes not to reproduce, duplicate, copy, sell, exchange or resell the works for any purpose, unless the right to do this has been granted to the Customer by the right holder in a separate written agreement, as well as not to use other objects of intellectual property without the written agreement of the Executor.
  5. Any infringement of copyright and related rights is prosecuted in accordance with the law of the country, international law and entails civil, administrative and criminal liability.

# Other conditions

* 1. When placing an order, the Customer agrees to the processing of his/her personal data in accordance with the Law of Ukraine "On Personal Data Protection".
  2. The Executor uses the Customer's personal data to process orders, receive order information, send information about promotions, giveaways, special offers and any other information about the activities of the Site by e-mail and phone messages. For the purposes provided for in this paragraph, the Executor has the right to send letters, messages and materials to the Customer’s postal address or e-mail, as well as send phone messages, make calls to the phone number indicated in the profile.
  3. The Customer gives the Executor the right to process his/her personal data, including: to place personal data in the Executor's database (without additional notification by the Executor, to carry out lifelong storage of this data, its accumulation, updating, changing (if it is necessary). The Executor ensures the data protection from unauthorized access by third parties, not to distribute or provide data to any third party (except for giving data to related parties, commercial partners, people authorized by the Executor to process directly data for these purposes, as well as a response to the request of the competent state body).
  4. The Customer is responsible for the accuracy of personal information when placing the order.
  5. The information provided by the Customer is confidential. The Executor uses information about the Customer only for the purposes of the Site (sending a message to the Customer about the execution of the order, sending promotional messages, etc.).
  6. The Executor has the right to amend unilaterally this Agreement with prior publication on the Site.

# Term

13.1. This Agreement shall enter into force on the date of ordering or registration on the Site and shall remain in force until the Parties fulfill their obligations under this Agreement.

# Details of the Executor

LIMITED LIABILITY COMPANY "CALOR"

Legal address: Ukraine, 79026, Lviv region, Lviv city, SAKHAROVA STREET, building 37

EDRPOU / TIN code: 38938236

Record number in the EDRPOU: № 14151020000030086, the date of record 16.10.2013

Phone: +380 (67) 213 24 05

Email: [help@calor.com.ua](mailto:help@calor.com.ua)

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