

Conditions of Sale (Offer Agreement)

Conditions of Sale of goods at the online store www.polpan.com

1. GENERAL PROVISIONS

- 1.1. These Rules define the procedure and conditions of sale of goods on www.polpan.com
- 1.2. According to the conditions of these Rules, to make an Order for the Goods on www.polpan.com, a Buyer sends a Seller a Requisition in the prescribed format, which can be found on the aforementioned website, and the Seller, once a Buyer's Requisition has been confirmed, makes delivery of the Goods, in accordance with c.3.3. of the Rules, within the area specified in c.4.4. of this Agreement or dispatches Goods at the pickup point located at the address specified in c.4.6 of the Rules.
- 1.3. Rules have been developed as per the Civil Code of the Republic of Kazakhstan and other current legislation of the Republic of Kazakhstan.
- 1.4. Rules of sale of the goods on www.polpan.com are publicly available for viewing on www.polpan.com.
- 1.5. By ordering Goods on www.polpan.com, the Buyer agrees to the Rules set out below.
- 1.6. Seller reserves the right to make changes to these Rules.

2. TERMS AND DEFINITIONS

- 2.1. Terms used in these Rules have the following meanings:
 - 2.1.1. Buyer – individual or legal entity intending to buy Goods presented on www.polpan.com.
 - 2.1.2. Seller — POLPAN Insulation KZ Limited Liability Partnership, BIN 070240011718, located at 17 B Zheruiyk St., Otegen Batyr vil., Ili District, Almaty Region, Kazakhstan.
 - 2.1.3. Goods — any item of goods or goods presented for sale and are offered and described on www.polpan.com.
 - 2.1.4. Rules — these Rules of sale of goods on www.polpan.com.
 - 2.1.5. Website — Internet website located on www.polpan.com.
 - 2.1.6. Offer — an offer to enter into the Sales and Purchase Agreement contained in the Requisition based on the conditions of these Rules.
 - 2.1.7. Acceptance — consent of the Seller to the conditions of Buyer's Offer conditions expressed in sending of information to the email of the latter pursuant to c.3.3 of the Rules.
 - 2.1.8. Requisition — a Buyer's request executed in accordance with the Rules for purchase and delivery of Goods presented on the Website.
 - 2.1.9. Order — a Buyer's requisition, which includes information on the Goods being bought by the Buyer, goods price, as well as the agreed conditions of their delivery to the Buyer confirmed by the Seller by email containing such information sent to the Buyer's email address.
 - 2.1.10. Agreement — Sales and Purchase Agreement entered into between the Buyer and Seller by way of the Acceptance by Seller of the Buyer's Offer in accordance with these Rules. These Rules and the Buyer's Requisition collectively constitute and are recognized by the parties as the Sales and Purchase Agreement entered into by the aforementioned way, and is recognized by the Parties as drawn up in writing and is legally binding as stipulated by the legislation of the Republic of Kazakhstan. The Sales and Purchase Agreement has also equal legal force for both Parties and is evidence of entry into the Agreement in case of resolution of disputes in court.
 - 2.1.11. Personal data of the Buyer (individual) – last name, name, email address, contact phone number, Goods delivery address, which are provided by the Buyer in accordance with these Rules.

3. MAKING A REQUISITION

- 3.1. A requisition is made by the Buyer as per the form established by the Seller on the Website.
- 3.2. The Seller has the right to increase or reduce the quantity of Goods without getting the approval of the Buyer.

3.3 On the day of Goods delivery, the Buyer receives information on the parameters of his/her Requisition (Goods name, quantity, cost, Requisition number and other information), indicating the final cost of Goods and delivery conditions, to the email indicated by the Buyer in the Requisition.

3.4 The Seller has the right to cancel the Buyer's Requisition before it is confirmed.

4. DELIVERY OF GOODS

4.1 The Goods are delivered within 24 (twenty-four) hours from the day of sending information specified in clause 3.3. of the Rules by the Seller, except for the Goods, which can be delivered within two to five days.

4.2 The Seller sets the following Goods delivery time:

4.2.1 Monday through Friday. Morning delivery - from 11:00 a.m. to 2:00 p.m. Afternoon delivery - from 2:00 p.m. to 5:00 p.m.

Evening delivery - from 5:00 p.m. to 8:00 p.m.

4.3. The minimum amount of the Order for delivery is 5000 (five thousand) tenge.

4.4 The Goods are delivered inside Almaty and within 10 km from Almaty. Therefore, before submitting a Requisition, the Buyer should additionally make sure that the place of Goods delivery specified by the Buyer is within the abovementioned area, otherwise the Buyer will have to collect the Goods specified in the Requisition at the pickup point located at the address specified in c 4.6 of these Rules.

4.5. Delivery of Goods is paid by the Buyer additionally. The Seller calculates the cost of delivery of the Goods based on the “Yandex Taxi” cargo transportation rates. The cost of delivery is communicated to the Buyer before the order is sent. Should the Buyer accept the cost of delivery, the goods are sent to Buyer’s address. In other cases, the Buyer shall collect the goods from the pickup point on his/her own.

4.6. Pickup point: 17 B Zheruiyk St., Otegen Batyr vil., Ili District, Almaty Region, Republic of Kazakhstan. Opening hours of the pickup point are Monday through Friday, from 10:00 a.m. to 5:00 p.m.

5. PAYMENT AND DELIVERY PROCEDURE

5.1. Price of Goods not inclusive of the delivery cost is shown in the Website.

5.2. Seller may change the price of Goods on the Website unilaterally. The price of the Order accepted by the Seller may not be changed in accordance with c.3.3. of the Agreement.

5.3. The Buyer may pay for the Goods on the Website using a bank card or via Kaspi Pay service once the Order has been made by the Buyer.

5.4. Once the Goods have been paid for, the Buyer is provided with a cash register receipt.

5.5. In case of return of the Goods, the cost of such Goods shall be refunded to the bank account of the Buyer, provided that the Buyer confirms that the payment was actually paid by providing documented confirmation.

6. ACCEPTANCE OF GOODS

6.1 The Goods are accepted directly at the time of handing them over to the Buyer at the pickup point or in case of delivery of the Goods - at the time of handing the Goods over to the transport service courier.

6.2 Upon acceptance, the Goods are deemed duly handed over and the Buyer has no claims against the Seller with regard to the name, quality and quantity of the Goods.

6.3 The right of ownership, as well as the risk of accidental loss and damage to the Goods pass from the Seller to the Buyer at the time of handing over of the Goods.

6.4. The Buyer has the right to refuse to accept the Goods in case the following is found:

- A visible defect in the products;
- A discrepancy in the quantity of Goods;
- Goods with expired shelf life;

7. QUALITY OF THE GOODS

7.1 Information on the shelf life and storage conditions of the Goods may be indicated directly on the package / label / website / offer agreement or insert. In any case, the packages of the Goods must be stored in an upright position in one row by height in a dry and closed place, protected from the direct sunlight at least 1 m away from heating appliances.

7.2 At the request of the Buyer, together with the Goods, the Seller provides copies of documents confirming Goods quality: certificate of conformity, and other documents, if there are any.

8. GOODS QUALITY CLAIMS

8.1. The Buyer has the right to make claims about visible defects in the Goods at the time of acceptance of the Goods, in other cases – if any defects are detected during the Goods shelf life as per c.1 of art.17 of the Law of the Republic of Kazakhstan On Protection of the Consumers Rights.

8.2. The Goods may not be returned in case:

- The return period is expired as per c.8.1 of the Rules;
- The packaging is damaged;
- The goods appearance is in poor condition;
- The goods were stored or transported by the Buyer without ensuring the appropriate storage and temperature conditions written on the package, label, insert, website, offer agreement (molten, stuck rolls, damaged Goods, darkened Goods, broken Goods, etc.).

9. PERSONAL DATA OF THE BUYER

9.1. The Buyer hereby gives the Seller his/her consent to the collection, processing and retention of the personal data about the Buyer, which are held by the Seller or which will be received in the said source in the future in order to comply with the conditions of the Agreement.

9.2. The Buyer hereby confirms that no any additional consent to the collection, processing and distribution of his/her personal data is required and that the Buyer will not have any claims against the Seller further on with respect to the collection, processing and distribution of the consumer personal data by the Seller required for the performance of the Agreement.

For further information, please contact the client service of POLPAN Insulation KZ LLP on business days from 9:00 a.m. to 6:00 p.m. by phone +7 727 387 95 59. __