# PUBLIC CONTRACT (TENDER)

for ordering, purchasing, selling and delivering goods

This contract between Triotech LLC, hereinafter referred to as the "Seller" and the buyer, hereinafter referred to as the "Customer", is an assignment contract for the order, purchase and delivery of Goods and defines the basic conditions for ordering, purchasing and delivering goods. The buyer, acting for the purpose of purchasing the Goods, accepts the terms of this contract of sale of goods (hereinafter - the Contract) on the following terms.

### 1. DEFINITION OF TERMS

- 1.1. Public offer (hereinafter the "Offer") the public offer of the Seller, addressed to an unspecified circle of persons, to enter into a contract for the sale of goods remotely with the Seller (hereinafter the "Agreement") on the terms contained in this Offer, including all Appendices.
- 1.2. Order the Customer's decision to order the product and its delivery.

### 2. GENERAL PROVISIONS

- 2.1. The following information is an official proposal (offer) of "Triotech" LLC to any individual/legal entity (hereinafter the Buyer) to enter into a contract for the purchase and sale of goods. The specified contract is public, that is, according to Article 633 of the Civil Code of Ukraine, its conditions are the same for all buyers.
- 2.2. According to Article 642 of the Civil Code of Ukraine, full and unconditional acceptance of the terms of this offer (offer), which confirms the conclusion of the Agreement for the sale of goods on the terms proposed below, is the fact of execution and confirmation of the order.
- 2.3. By completing the Order, the Buyer confirms agreement and unconditional acceptance of the terms of this proposal (offer).
- 2.4. By concluding the Agreement (that is, by accepting the terms of the real Offer (Offered Opportunities) by placing an Order), the Buyer confirms the following:
- The buyer is fully and completely acquainted with and agrees with the terms of this offer (offer);
- He gives permission for the collection, processing and transfer of personal data under the conditions specified below in the Clause on the collection, processing and transfer of personal data. The permission for the processing of personal data is valid for the entire term of the Agreement, as well as for an unlimited period after its expiration. In addition, by entering into the Agreement, the Customer confirms that he has been notified (without additional notification) of the rights established by the Law of Ukraine "On the Protection of Personal Data", the purposes of data collection, as well as the fact that his personal data is transferred to the Seller for the purpose of being able to fulfill the conditions of this Agreement, the possibility of mutual settlements, as well as to receive invoices, acts and other documents. The extent of the Customer's rights as a subject of personal data in accordance with the Law of Ukraine "On the Protection of Personal Data" is known and understood by him.

### 3. PRICE OF THE GOODS

- 3.1. The Seller has the right to unilaterally change the price of any item of the Product.
- 3.2. In the event of a price change for the ordered Product, the Seller undertakes to inform the Buyer about the change in the price of the Product.
- 3.3. The Buyer has the right to confirm or cancel the Order for the purchase of the Goods, if the price has been changed by the Seller after placing the Order.
- 3.4. The Seller cannot change the price of the Goods paid by the Buyer.
- 3.5. The Buyer's obligations to pay for the Goods are considered fulfilled from the moment the funds are received by the Seller.
- 3.6. Settlements between the Seller and the Buyer for the Goods are made by non-cash invoice with VAT.

### 4. PROCESSING THE ORDER

- 4.1. The Product is ordered by the Buyer through the Operator by phone: (050)-440-47-70
- 4.2. When placing an application on the website, the Buyer undertakes to provide the following registration information:
- 4.2.1. Surname and first name of the Buyer or the person indicated by him (recipient);
- 4.2.2. E-mail address (optional field to fill in);
- 4.2.3. contact phone
- 4.4. If the Seller needs additional information, he has the right to request it from the Buyer. If the Buyer does not provide the necessary information, the Seller is not responsible for providing quality service to the Buyer when purchasing goods.
- 4.5. The buyer is responsible for the accuracy of the information provided when placing the Order.

# 5. LIABILITY OF THE PARTIES

- 5.1. The Seller is not responsible for damage caused to the Buyer as a result of improper use of Goods previously ordered from Triotech LLC and purchased from the Seller.
- 5.2. The Seller is not responsible for improper, untimely fulfillment of Orders and its obligations in the event that the Buyer provides inaccurate or erroneous information.
- 5.3. The Seller and the Buyer are responsible for fulfilling their obligations in accordance with the current legislation of Ukraine and the provisions of this Agreement.

5.4. The Seller or the Buyer is released from responsibility for full or partial non-fulfillment of their obligations, if the non-fulfillment is the result of force majeure circumstances such as: war or hostilities, earthquake, flood, fire and other natural disasters that occurred regardless of the will of the Seller and/or The buyer after concluding this contract. A Party that cannot fulfill its obligations shall immediately notify the other Party thereof.

# ADDRESS AND DETAILS:

"Triotech" LIMITED LIABILITY COMPANY

EDRPOU code 44009484

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