

PUBLIC OFFER

LLC "AB Med", represented by the director Savelieva I.S., acting on the basis of the charter, the address of the location: city. Moscow, st. Guryanova, 30, pom. 106.107, hereinafter referred to as the "Seller", publishes a Public Offer for the sale of the goods by remote means.

1. GENERAL PROVISIONS

1.1. In accordance with article 437 of the Civil Code of the Russian Federation, this document is a public offer, and if the conditions set out below are accepted, the person who accepts this offer pays for the Seller's goods in accordance with the terms of this agreement. In accordance with clause 3 of Article 438 of the Civil Code of the Russian Federation, payment for the goods by the buyer is an acceptance of the offer, which is recognized as tantamount to concluding an agreement on the conditions set forth in the offer.

1.2. The Seller has the right to make changes to the Offer without notifying the Buyer.

1.3. The term of the Offer is not limited, unless otherwise indicated on the Seller's website.

1.4. The Seller provides the Buyer with complete and reliable information about the Goods, including information about the main consumer properties of the Goods, the place of manufacture, as well as information about the warranty period and shelf life of the Goods on the Seller's website avantainvest.ru, avantainvest.com, shop.avantainvest.com

1.5. The order of the goods is carried out by sending an application to the Seller's e-mail address avantain45@gmail.com, avantamos@gmail.com, avantayug45@gmail.com, or placing an order on the website avantainvest.com, avantainvest.ru - the items indicated by the buyer from the range of goods offered for sale on the specified site, in the catalog.

2. ORDER PARAMETERS

2.1. To place an order, the Buyer uses a specific model of furniture of the base name (complete set) according to the samples and parameters posted on the Seller's official website.

2.2. Ordering: equipment, dimensions, colors, furniture arrangement in the Buyer's office are made by the Buyer drawing up an Application in writing with the date of approval, position, full name and signatures of a duly authorized representative of the Buyer. The final version of the application is considered with a later date, unless the parties have established otherwise in writing.

2.3. The elements of the model of the base name (configuration) may be amended by written agreement of the parties. In the event of such changes, the Buyer is obliged in the manner provided for in clause 2.2. of this Agreement, to agree on a schematic drawing of the changed Goods indicating the changes made. This schematic drawing is an integral attachment to the Application; until it is approved, the Seller does not start manufacturing the order. The production time in this case is negotiated by the parties separately.

2.4. Applications are sent by e-mail to the Seller's address avantain45@gmail.com, avantamos@gmail.com, avantayug45@gmail.com and are considered accepted from the moment the Seller receives a scanned image of the Application with a signature

The Buyer, and if the Buyer is a legal entity - the signature of the Buyer's authorized representative, certified by the seal.

3. PRICE AND PAYMENT PROCEDURE

3.1. The total price of the Agreement is determined based on the prices of the goods indicated on the official website of the manufacturer, and in accordance with the Application approved by the Buyer in accordance with clause 2.3 of this Agreement. The final price of the contract is fixed in the invoice issued by the Seller, no VAT is charged.

3.2. Payment for the delivered goods is made by the Buyer by transferring funds to the Seller's account. The day of payment is the day of receipt of funds to the Seller's account.

3.3. The settlement under this agreement is carried out in the following order:

- The Buyer, within 10 days from the moment of sending the application and receiving the invoice, makes an advance payment in the amount of 50% of the contract price, VAT is not charged. The Buyer's proper fulfillment of his prepayment obligations will be the moment the funds are received on the Seller's account.

3.4. The remaining 50% of the contract price, VAT is not charged, the Buyer pays after the Seller notifies the Buyer about the readiness of the furniture for shipment, but no later than 5 days before shipment.

4. TERMS OF DELIVERY

4.1. Delivery of the Goods to the Buyer is carried out by self-pickup from the Seller's warehouse located at the address: Ostrov, Pskov Region, st. B. Pionerskaya, 45A, or by a transport company from among those offered by the Supplier, chosen by the Buyer. The Buyer is obliged to inform about the choice of the delivery method in writing when signing the Application.

4.2. In the case of self-pickup from the Seller's warehouse, the Buyer must inform the Seller about the date and time of arrival of the vehicle and the driver's data no later than 3 working days in advance. The person authorized to receive the Goods from the Seller's warehouse must have with him the original power of attorney for acceptance of the Goods, drawn up in accordance with the requirements of the current legislation of the Russian Federation, as well as an identity document. The original of such a power of attorney is transferred to the Seller. The goods are not released without the appropriate power of attorney.

4.2.1. The Buyer is obliged to pick up the goods within 5 days from the date of notification by the Seller about the readiness of the goods for shipment.

4.2.2. The Buyer is obliged to ensure the proper acceptance of the goods from the Seller by an authorized Buyer with the execution of all documents stipulated by the current legislation of the Russian Federation. If the Buyer (his representative) refuses to sign the documents on the transfer of the goods, the Seller reserves the right to refuse to transfer the goods. In such

circumstances, the Seller is not responsible for the further delivery of the goods to the Buyer. In turn, the Buyer is obliged to ensure the removal of the goods from the Seller's warehouse on his own and at his own expense within 5 working days.

4.2.3. If the Buyer violates the time for acceptance of the goods, he is obliged to pay the Seller for storing the goods for a time exceeding these terms.

4.2.4. The ownership of the goods and the risk of their accidental loss passes to the Buyer at the time of acceptance of the goods at the Seller's warehouse.

4.3. In the case of delivery by a transport company, delivery to the terminal of the transport company in the city of Pskov is carried out by forces and at the expense of the Seller and is included in the price of the goods. Further delivery to the Buyer is carried out by the transport company at the Buyer's expense.

4.3.1. The ownership of the Goods and the risk of accidental loss of the Goods are transferred from the Seller to the Buyer at the time of the transfer of the Goods to the transport company. The Seller is not responsible for the timing and quality of delivery of the Goods by the transport company. The obligations of the Supplier under this Agreement are considered fully fulfilled at the time of transfer of the Goods to the transport company chosen by the Buyer.

4.4. In case of delivery of the Goods to a specific address, the Buyer is obliged to indicate the exact delivery address in the Application.

5. TERMS OF RECEPTION

5.1. In the case of self-pickup, acceptance of the Goods in terms of quality, quantity, completeness and assortment is carried out at the place of shipment with the signing of documents on the proper acceptance of the goods in terms of quality and quantity, without violating the integrity of the packaging. The goods are considered to be accepted of proper quality, in undamaged containers, in quantities according to the accompanying documents at the time of such acceptance at the Seller's warehouse.

5.2. In the case of delivery by a transport company, the Buyer is obliged to independently track the receipt of the Goods at the terminal of the transport company at the destination. After receiving a notification from the transport company about the arrival of the Goods at the terminal, the Buyer must receive the Goods within the period of free storage of the Goods in accordance with the requirements of this transport company. In case of untimely receipt of the Goods, the Buyer is obliged to make full payment for the excess storage. The goods are considered to be accepted by the Buyer of proper quality, in undamaged containers, in quantities according to the accompanying documents, from the moment the goods are accepted by the representative of the transport company upon execution of all the necessary documents. In this case, the seller is only responsible for those defects in the goods that could not arise due to improper transportation and unloading.

5.3. In the event that, in accordance with the terms of this Agreement, the installation of the goods is carried out by the Seller, the acceptance of the goods in terms of quality and completeness is carried out when the goods are handed over to the Buyer in assembled form with the signing of the acceptance certificate for the installation.

5.4. In the event that, in accordance with the terms of this Agreement, the installation of the Goods is carried out by the Buyer, the Buyer checks the Goods for quality, completeness and assortment after opening the undamaged packaging. In this case, the Buyer undertakes to check the Goods within 24 hours from the date of acceptance. The deficiencies found in this case are reflected in the act of identified deficiencies. The act is signed by an authorized representative of the Buyer and must contain the date, place of drawing up, a description of the defects in the goods, an indication of the circumstances in which the defects were discovered. The act is accompanied by documents confirming the legitimacy of the requirements stated by the Buyer, including photographs of damage to the goods or its packaging. The act must be attached to the claim sent to the Seller. Such goods must be in the Buyer's warehouse until further action is agreed between the Seller and the Buyer. The buyer is obliged to keep the container with the marking until the issue is fully resolved regarding the identified deficiencies.

5.5. In the event that documented shortcomings of the delivered Goods are found, the Buyer has the right, within two working days from the date of acceptance of the goods, to file a claim with the Seller with the requirements to eliminate the identified shortcomings within a reasonable time, and if it is impossible to eliminate them, to replace the Goods of inadequate quality. A defective product is transferred to the Seller for replacement in a salable condition and packaging. In the absence of individual items of the goods subject to replacement in the Seller's warehouse, the term for the replacement of such Goods is established by the parties by agreement.

5.6. In the event of a claim for quality, the Buyer is not entitled to use the Goods and is obliged at his own expense to ensure its responsible storage until the claim is settled.

5.7. The absence of written claims with supporting documents from the Buyer within 20 (twenty) calendar days from the date of receipt of the Goods is confirmation of the proper fulfillment of the terms of this Agreement by the Seller.

5.8. The Seller is not responsible for any defects in the Goods caused by improper delivery (transportation) and / or assembly, carried out by the Buyer or on his behalf by other persons.

5.9. Most of the products are delivered assembled. The purchaser needs to check the width of doorways (minimum 850 mm) and flights of stairs.

6. OBLIGATIONS OF THE PARTIES

6.1. Obligations of the Seller:

- The Seller manufactures the ordered Goods within 25 working days from the date of drawing up the final version of the Application under clause 2.3 and making an advance payment under clause 3.3 of this Agreement. At the same time, working days are considered days with a five-day working week with two days off.
- The Seller notifies the Buyer of the readiness of the Goods, agrees with the Buyer on the method and terms of its delivery.

- Delivery of the Goods is carried out under the terms of section 4 of this Agreement within 7 working days from the date of manufacture. The unloading of the Goods is carried out by the Buyer.

6.2. Obligations of the Buyer:

- The Buyer does not have the right to refuse delivery (delivery) that is overdue through no fault of the Seller.

- The Buyer is obliged to ensure the timely acceptance of the Goods in accordance with the requirements of the current legislation of the Russian Federation and section 4 of this Agreement.

- All work related to unloading, skidding, installation of the Goods (except for the case when the Buyer ordered the installation of the Goods by the Seller), as well as connecting to the necessary communications (water supply, sewerage, ventilation, electrical), the Buyer performs independently.

7. RESPONSIBILITY OF THE PARTIES

7.1. In case of violation by the Seller of the terms provided for in clause 6.1 of this Agreement, the Buyer has the right to charge the Seller a penalty in the form of a penalty in the amount of 0.1% of the amount of the prepayment made for each day of delay.

7.2. If the Buyer violates the terms of payment under clause 3.4 of this Agreement, the Seller has the right to charge the Buyer a penalty in the form of a penalty in the amount of 0.1% of the unpaid amount for each day of delay.

7.3. If the Seller delivers the Goods of inadequate quality or latent defects are revealed during the operation during the warranty period, then he is obliged to eliminate all revealed defects at his own expense, within 30 working days from the date of the Buyer's written requirements.

7.4. The Buyer is obliged to comply with the rules for operating the Goods specified in the passport for the Goods, as well as posted on the Seller's official website.

7.5. The Buyer is obliged to keep the packaging of the Goods until the moment of its complete inspection and completion of the quality acceptance.

7.6 The Seller is not responsible for defects in the Goods received after its transfer to the Buyer or a subsequent carrier.

7.7. Disagreements that may arise between the Parties in connection with the execution of this Agreement will be resolved through negotiations.

7.8. If the result of the negotiations is not achieved, the Parties refer the case to the court according to the rules of jurisdiction established by the current legislation of the Russian Federation.

8. OTHER CONDITIONS

8.1. The terms provided for in this Agreement are automatically extended for the duration of national holidays, as well as for the duration of force majeure circumstances. Also, the delivery time can be extended by the Seller in the case of the manufacture of non-standard furniture with the notification of the Buyer.

8.2. Acceptance in terms of quantity and quality is carried out by signing the consignment note by the parties.

8.3. Claims for the quality of the Goods can be presented by the Buyer within 15 calendar days from the date of its transfer to the Buyer.

8.4. The risk of accidental loss or damage to the Goods passes to the Buyer from the moment the furniture is handed over to the carrier, except for cases when the delivery is carried out directly by the Seller's vehicles.

8.5. The seller reserves the right for early delivery.

8.6. Until the Buyer fully pays the cost of the delivered Goods, he is pledged by the Seller.

9. QUALITY. WARRANTY PERIOD

9.1. The quality of the Goods must comply with the Technical Specifications of the Seller, approved by the Buyer's Application, be suitable for use in accordance with its purpose, and also meet the quality requirements for this type of product. The quality of the goods must comply with the mandatory requirements of the current standards and the technical specifications of the manufacturer of the Goods.

9.2. The Seller sets the warranty period for the delivered Goods - 12 months from the date of delivery, subject to the Buyer's compliance with the rules for its storage and operation.

9.3. The supplied Goods are accompanied by copies of the Declaration of Conformity and the Registration Certificate of Roszdravnadzor of the Russian Federation.

9.4. The seller guarantees:

- the quality of the delivered Goods;
- its full compliance with the terms of this agreement;
- compliance of the Product with the technical requirements and standards provided for by the legislation of the Russian Federation for this type of product.

9.5. In the event that defects in the Goods are found or broken due to the fault of the Seller during the warranty period, the Buyer is obliged to notify the Seller in writing about the identified defects within 5 working days and send photographs of the defects to the Seller's e-mail with a description of the circumstances in which these defects occurred and (or) were discovered.

9.6. The Seller, within twenty days, notifies the Buyer of the results of the consideration of claims, and if necessary, by agreement of the parties, the Seller's representative visits the Buyer to draw up a bilateral act on identified defects and resolve the issue of their elimination.

9.7. Warranty obligations do not apply to cases of improper installation, installation and (or) adjustment of the Product.

SELLER DETAILS

Limited Liability Company "AB Med"

109388, Moscow, st. Guryanova, 30, 106,107

ИИИ 6013008576 КПП 772301001

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