**Contract**

This Agreement is a public offer of the Individual Entrepreneur "Jakko KZ" (hereinafter the "Seller"), within the meaning of Art. 447, 395 of the Civil Code of the Republic of Kazakhstan (hereinafter referred to as the "Civil Code of the Republic of Kazakhstan"), addressed to any competent individual or existing legal entity, and containing all the essential terms of the contract of retail sale by remote means (that is, through a website on the Internet). In case of acceptance of this offer, in accordance with Art. 396 of the Civil Code of the Republic of Kazakhstan, the terms of which are set forth below, the legal entity or individual in whose name the order is placed on the site is hereinafter referred to as the "Buyer".

**1. General Provisions.**

**1.1. Terms:**

**The seller - IP "Zhakko KZ"**

**Website - http://jakko.kz.**

**Online store** - an Internet site owned and operated by IP Jakko KZ (hereinafter referred to as the “Site Owner”), which has an Internet address http://jakko.kz. It presents the Goods offered by the Seller to its Buyers for placing Orders, as well as the terms of payment and delivery of these Orders to Buyers.

**The Buyer** is a fully capable individual who places Orders on the Site and uses goods purchased on the Site exclusively for personal, family, home and other needs not related to entrepreneurial activity. Also, this is a legal entity or individual entrepreneur registered in the manner prescribed by law on the territory of Kazakhstan and placing Orders on the Site solely for needs not related to entrepreneurial activity.

**Order -** duly executed request of the Buyer for delivery to the specified address of the list of goods selected on the Site. An order can be placed both for the purpose of concluding a retail purchase and sale agreement, and for exchanging or replacing Goods under a previously concluded agreement in cases provided for by the legislation of the Republic of Kazakhstan.

**Risks -** any possible risks in relation to each Order, including, but not limited to, accidental loss, damage to the Order, fines, etc.

**1.2.** The site is owned and administered by FE "Jakko KZ". The goods posted on the Site belong to the Seller.

**1.3.** When ordering goods through the online store, the Buyer agrees to the Terms of sale of goods set forth below (hereinafter - the "Terms"). These Terms, along with information on goods available on the Site, are a public offer, within the meaning of Article 447 of the Civil Code of the Republic of Kazakhstan.

**1.4.** The seller reserves the right to make changes to these Terms, in connection with which, the Buyer agrees to regularly monitor changes to the Terms and Conditions posted in the "offer-agreement" section.

**1.5.** The acceptance of this offer is the fact of payment of the order for 100%, according to these Terms, or the fact of confirming the Order by pressing the "Place Order" button, followed by confirmation of the order by the operator by phone.

**1.6.** These Terms of Sale contain paragraphs with active hyperlinks to specific thematic sections with more detailed information, which are an integral part of the Terms of Sale. The way to provide access to certain parts of these Terms through active hyperlinks is a generally accepted way of posting information on the Internet.

**1.7.** In the case of incentive events - stocks, in the conditions of stocks posted on the Site, special provisions can be established that govern the ordering process. Moreover, the terms of the shares are an integral part of these Terms of Sale, and are subject to application for persons participating in the shares.

**1.8.** The relations between the Seller and the Buyer are subject to the provisions of the Civil Code of the Republic of Kazakhstan on retail sale and purchase, as well as the Law of the Republic of Kazakhstan “On Protection of Consumer Rights”, as well as other acts adopted in accordance with them.

**2. General conditions for ordering goods**

**2.1.** The buyer can make purchases in the online store only after registering on the Site. The Website Owner is not responsible for the accuracy and correctness of the information provided by the Buyer during registration. The buyer is solely responsible for the safety of the username and password for his account.

**2.2.** The order can be placed by the Buyer independently on the Site, thereby confirming his consent with the order, as well as by telephone with the operator, followed by receiving an order email to the email specified by the Buyer confirming his consent with the order.

**2.3.** When placing an Order, the Buyer must indicate and verify the following information:

• Name (article) of the goods;

• Quantity of goods;

• Delivery method (choose a delivery method);

• Payment method;

• contact mobile number of the Buyer;

• Buyer's email address to confirm the Order;

• IIN (for billing);

• own full name.

**2.4.** After receiving the Order, the representative of the Seller contacts the Buyer to confirm the Order, clarify the necessary information, and inform the approximate delivery time. If it is impossible to contact the Buyer to confirm the Order at the phone number indicated by the Buyer within three days from the moment of placing the Order, it is considered that the Buyer refused to conclude a retail sale contract and the Seller cancels the Order unilaterally.

**2.5.** The order is processed by the Operator on business days from 09:00 to 18:00. If the Order is placed after 18:00, as well as on a weekend or holiday, it is processed the next business day at the same time.

**2.6.** By registering on the Site, the Buyer agrees to receive service messages sent to the e-mail address specified during registration, as well as via SMS messages and through the Customer Service on the status of the order and changes in the status of customer reward programs. The buyer's refusal to receive these messages is impossible for technical reasons.

**2.7.** The Seller is entitled to cancel the Customer’s Orders containing the Goods, which the Customer has previously refused one or more times for reasons not related to the presence of defects in these Goods.

**3. Payment for the goods**

**3.1.** The price of the Goods on the Site is indicated in tinge, taking into account all taxes.

**3.2.** The price of the Goods may be changed by the Seller on the Site until the Buyer confirms the Order. The current price is indicated at the last stage of placing the Order and is valid at the time of clicking the "Place Order" button. At the same time, the price of the goods ordered by the Buyer after clicking the “Place an Order” button is not subject to change.

**3.3.** Payment methods for the Goods are indicated on the Site in the "Payment" section. An agreed method of payment is considered the method chosen by the Buyer from the available payment methods when placing an Order.

**3.4.** The seller has the right to provide discounts on Goods and establish a bonus program. The types of discounts, bonuses, the procedure and conditions of accrual are indicated on the Site and can be changed by the Seller unilaterally.

**4. Delivery**

**4.1.** Methods of delivery of goods are indicated on the Site in the "Delivery" section. The delivery method means the delivery of Buyer Orders to the point of delivery of goods in the city of the client.

**4.2.** The seller will make every effort to comply with the delivery dates indicated on the Site. However, delays in delivery are possible due to unforeseen circumstances that did not occur through the fault of the Seller.

**4.3.** The risk of accidental loss or accidental damage to the Goods passes to the Buyer from the moment of transfer of the Order to him or the recipient of the Order and the Buyer / recipient of the Order affixes a signature in the accompanying documents confirming the delivery of the Order. In case of non-delivery of the Order due to the fault of the carrier, the Seller shall reimburse the Buyer for the cost of the Buyer's prepaid Order and the cost of prepaid delivery after receiving confirmation of the loss of the Order from the carrier.

**4.4.** Upon delivery, the Order is transferred to the Buyer or to the person acting as the Recipient of the Order. If it is impossible to receive the Order by the above persons, the Order can be transferred to a person who is ready to provide information about the order (order number and the name of the Buyer), as well as to pay the full cost of the Order to the person who delivers the Order. Upon delivery of the prepaid Order, the person who delivers the Order has the right to request a document proving the identity of the Recipient, as well as indicate the type and number of the document provided by the Recipient on the receipt for the Order.

**4.6.** Upon receipt of the Order, the Buyer of the Order must check the packaging of the Order. In case of detection of external damage to the integrity of the package (seals, seals), the Buyer of the Order must make an appropriate note on the invoice. In case of detection of damage to the integrity of the package, which makes it possible to damage the investments and / or access to them from outside, the Buyer has the right, with the preparation of the Damage Act, to refuse to receive the Order without opening it, otherwise, if a shortage / damage to the investments is detected, the delivery service does not will be responsible for them. In this case, the cost of damaged / missing goods and their delivery will not be compensated.

**4.7.** In case of refusal of the Buyer of the Order, for any reason, with the exception of the conditions specified in clause 4.6 of this Agreement from the fulfillment of the Order by the Seller, the Buyer is obliged to pay the cost of the full delivery of the Order, in accordance with the individual payment terms for the delivery of the Goods.

 **5. Duration of the Order**

**5.1.** Seller agrees to complete the Order within 30 (thirty) days after confirmation of the Order.

**5.2.** The deadlines for the receipt of the Order by the Buyer depend on the address and region of delivery, the work of the carrier delivering the Orders, and other circumstances, and are not directly dependent on the Seller.

**5.3.** If the Seller cannot fulfill the Order because not all the goods included in the Order are available, he has the right to cancel the Order unilaterally, which is reported to the Buyer by e-mail.

**5.4.** Failure to receive the Order within the specified time is not considered as the Buyer's refusal of the contract of sale, but may be the basis for canceling the Order. If the canceled Order has been prepaid, the Buyer will be refunded in full.

**5.5.** The periods allotted by the Seller for receiving the Order at the points of issue are limited and are indicated by the periods of storage of the Goods of the Seller in certain delivery services. Upon expiration of these terms, the Order may be returned to the Seller. In this case, the cost of the Order will be returned to the Buyer minus the cost of delivery and the cost of returning the goods to the Buyer's warehouse.

**6. Return of goods**

**6.1.** The buyer has the right to change the decision to purchase and refuse the ordered goods at any time until it is transferred from the warehouse to the delivery service.

**6.2.** The Buyer can refuse the Ordered Goods within 14 days from the date of receipt of the Order or part of the Order by the Buyer / recipient of the Order, and return to the Seller the purchased Goods indicating the reasons for refusal, provided that the Goods were not in use, as well as while maintaining the consumer properties of the Goods from the Order, seals and labels, marking and packaging of the Goods, barcodes, as well as the general presentation of the Order / Products from the Order.

**6.3.** The Buyer is obliged, within 5 (five) calendar days after sending the Seller a written or oral refusal of the Goods / Order, to return the Goods to the Seller independently in the PVZ at the address 100020, Republic of Kazakhstan, Karaganda region, Karaganda, accounting quarter 089, building 84. If the reason for the return was the obvious defect of the Goods, then the return is at the Seller's expense. If the Buyer did not indicate the reasons for the return, or the reasons were other reasons than marriage, then the return of the Goods is at the Buyer's expense. The Seller has the right not to return the money to the Buyer (if the order was prepaid) until the return of the Goods or documents confirming the dispatch of the returned Goods to the Seller.

**6.4.** The buyer is responsible for maintaining the quality and safety of the Goods during the term of the right to refuse provided for in clause 6.2. Of this section of the Offer.

**6.5.** The Seller reserves the right to refuse the Buyer to accept the return of the Goods of good quality and to refund the money paid if the Goods are damaged, inoperative, the presentation is lost, the original packaging of the Goods is lost or its packaging is substantially damaged.

**6.6.** When returning the purchased goods to the Buyer, it is necessary to present a document confirming the purchase of the Goods from the Seller (receipt with the date of sale and the Buyer's signature).

**6.7.** Funds for the Goods returned by the Buyer must be returned within 30 days from the date of receipt of the goods to the Seller’s warehouse, by transfer to the bank account indicated by the Buyer. In addition, upon a written application of the Buyer, the amount paid in cash for the Order may be paid in cash.

**7. Other conditions**

**7.1.** This Agreement is binding on the Parties from the moment of its conclusion. An electronic copy of this Agreement is not formed after each individual Order, but the form is available at any time for Buyers on the Site.

**7.2.** The conclusion and execution of this Agreement is governed by the laws of the Republic of Kazakhstan.

**7.3.** All text information and graphic images on the Site are the property of the Seller and / or its counterparties, and is not subject to copying and distribution except with the consent of the Seller and / or its counterparties.

**7.4.** Product descriptions are compiled using information provided by manufacturers of goods. Images of goods presented on the Site are for reference only and cannot fully convey reliable information about the properties and characteristics of the Goods, including colors, sizes and shapes. If the Buyer has questions about the Goods, before placing the Order, the Buyer must contact the Seller. According to the manufacturers, the configuration, parameters or other information about the Goods on the Site may be subject to change.

**7.5.** By providing your personal data when registering on the site, the Buyer agrees to their processing by the Seller, including with a view to promoting the seller of goods and services. The rules for processing personal data of Buyers are set out in the Law of the Republic of Kazakhstan No. 94-V “On Personal Data and Their Protection”, with which the Buyer agrees when registering on the Site.

**7.6.** The Seller may use the means of communication specified by the Buyer when registering or placing Orders for personal contact with the Buyer.

**7.7.** The Seller is not liable for damage caused to the Buyer due to improper use or installation of Goods purchased in the online store.

**7.8.** In case of questions and complaints on the part of the Buyer, he must contact the Seller’s Buyer Service through the “Request a Call” feedback form. At the same time, the Seller’s responses to the Buyers ’requests are deemed sent in the appropriate form if they are sent to the Buyer's email address specified during registration, or in writing to the Buyer's mailing address. The parties will try to resolve all arising disputes through negotiations, if the agreement is not reached, the dispute will be submitted to the District Court No. 2 of the Kazybek Biysk District of Karaganda or to the Specialized Inter-District Economic Court of the Karaganda Region.

**8. Details of the Seller**

FE "Jacco KZ"

IIN: 600827401869

IIC: KZ39998HTB0000479798

Bank: Jýsan Bank JSC in Karaganda

BIK TSESKZKA

Director: Nurbaev Nurbolat Orynbekovich

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