

Terms and Conditions

With the purchase of SHYRAQ products, Customer declares to know and accept the following terms and conditions:

I. INTERNATIONAL SHIPMENTS AND PRODUCT DELIVERIES

In the context of purchases of SHYRAQ products to be shipped to countries other than Kazakhstan, Customer declares to know and accept:

1. That it is Customer's duty to provide complete information regarding the address to which the product(s) is (are) to be delivered in the country of destination, including name of the country, city, region, area, street, building name and/or number, house or apartment number, tower number and any other information that may be necessary and relevant for delivery to be made correctly at the place of destination where it will be received by the Customer. For all purposes, SHYRAQ and / or companies that are commissioned to make the delivery, shall deem the information provided by Customer through the "Shipping Release" or any other form designated for such purposes to be true, complete and sufficient. SHYRAQ and / or companies that are commissioned to make the delivery are not responsible for any situations resulting from errors, deficiencies and / or insufficiency of the information provided by Customer for the delivery. Customer shall be responsible for the loss or any other effect on the products as a consequence of errors, deficiencies and/or insufficiency of the information provided by Customer for the delivery.

2. For the shipment of products to countries other than Kazakhstan, through the acceptance of these terms and conditions, Customer authorizes SHYRAQ to take on its behalf, as representative or agent of Customer, directly or through a freight forwarding agency or customs broker, the necessary steps with the relevant entities or authorities of the country of origin, the country of destination and any other country through which the products must transit, in order to make the export, import and any other necessary formalities for delivery of the products at the place indicated by Customer. Customer declares to know that products that are to be sent to countries other than Kazakhstan could be subject to taxes, customs requirements or costs regulated by the country of origin and/or destination. All costs associated with taxes, customs duties, brokerage costs, transportation, warehousing, and, in general, any costs incurred in connection with the shipment of products to countries other than Kazakhstan All costs associated with taxes, customs duties, brokerage costs, transportation, warehousing, and, in general, any costs incurred in connection with the shipment of products to countries other than Kazakhstan shall be borne by Customer.

The fact that SHYRAQ estimates the costs or offers the service of paying these on behalf of the Customer, does not relieve Customer of its obligation and liability associated with their payment. In the event that SHYRAQ, either directly or through a third party, pays any costs that are the responsibility of Customer, Customer agrees to refund these within five (5) days from SHYRAQ's request.

3. Customer agrees to provide the necessary documents or information, as required by SHYRAQ or the authorities, for the dispatch of products to countries other than Kazakhstan. Customer declares to know and accept that inaccurate or false information could lead to the imposition of sanctions that might include seizure of the goods.

4. Customer may choose to perform, on its own and without the intervention of SHYRAQ, the procedures for shipment of products to countries other than Kazakhstan. In those cases,

Customer will communicate this expressly and in writing to SHYRAQ. In the event that there is no communication in this regard, it will be understood that Customer has chosen to make the arrangements through SHYRAQ. Any purchase and sale of SHYRAQ's products that implies that these (the products) are to be sent to countries other than Kazakhstan will be understood as made under Incoterm DPU, DDP, or EXW (Ex Works-Incoterms CCI-2020), even when SHYRAQ cooperates with Customer in the terms of paragraph 2 of these terms and conditions. In that sense, the product will be understood as delivered at SHYRAQ's headquarters located at Syganak street 39/2, apt 46 in Astana, Kazakhstan.

5. The delivery dates of the product from the country of origin and at the place of destination, announced or communicated by SHYRAQ to Customer, will be considered estimates and not certain dates. In this regard, SHYRAQ shall have no liability for delays or late deliveries.

6. Customer declares to understand and agree that SHYRAQ will not be liable for delays in delivery or damage to products when these result from events considered force majeure or acts of God, such as, without limitation, restrictions and difficulties in shipping and transportation of products in connection with the Covid-19 pandemic; strikes, commercial and transportation stoppages, among others. Likewise, SHYRAQ will not be liable for costs associated with product storage and disposal.

7. In those cases where Customer chooses to make the shipment to the country of destination through or with the intervention of SHYRAQ, delivery of the products will be made only through the main entrances of buildings and only to the ground floor, unless coordinated and specified by the Customer at the time of quoting delivery costs and prior to purchase. SHYRAQ or the companies designated for delivery shall not be required to deliver through windows, balconies or any type of access other than the main one or involving maneuvers outside the normal delivery logistics. Customer shall be responsible for and shall be required to resolve any issues associated with the impossibility of delivering the product through the main entrance to the building. Thus, in the event that the Customer does not provide a solution to the situation that prevents delivery through the main access to the building, such as, without limitation, hoisting through windows, carrying up staircases, in small elevators, etc., that do not fit the dimensions of the product purchased by Customer, SHYRAQ or the company will only be required to deposit the products in a warehouse or storage room, the costs of which shall be borne by Customer.

8. Additional storage fees of 2% per month will be charged to orders if SHYRAQ must incur storage of items 60 days from the date of invoice for final balance due.

9. In the event that the product(s) cannot be delivered for reasons attributable to Customer, Customer shall bear all additional costs incurred. SHYRAQ will not be required to schedule a new shipment if the storage costs have not been paid.

10. SHYRAQ shall not be required to deliver or ship any product until full payment has been made of the purchase order placed by Customer. Payment will be considered made once Customer sends the supporting document and once the money is credited to the account indicated by SHYRAQ for payment. If, after placing a purchase order for a product for which the right of withdrawal does not apply, Customer cancels the order in whole or in part, the following rules shall apply: (i) SHYRAQ will not refund the amounts paid by Customer and (ii) If the cancellation occurs after more than 4 weeks in relation to interior design pieces, Customer will be obliged to pay 100% of the price of the products subject to cancellation.

11. All freight costs, when quoted through a carrier by SHYRAQ, do not include installation, unless specific white glove delivery is requested by the Customer and therefore quoted and specified in the order.

II. WARRANTY, EXCHANGE AND RETURN POLICY

The warranty policy for products purchased from SHYRAQ will be subject, if applicable, to the guidelines of by the Law of the Republic of Kazakhstan dated May 4, 2010, No. 274-IV “On the Protection of Consumer Rights” (as amended and supplemented as of April 14, 2019), as well as by the Seller’s warranty obligations and any other applicable regulations **and the rules that may amend, supplement or regulate it.**

2. When quality defects are found in the products, Customer may submit a written request claiming the warranty, addressed to SHYRAQ, indicating the product data and attaching the invoice, and including photographic or filmic evidence of the damage or defect for which Customer wishes to enforce the warranty, through the following means in order to obtain a filing number for the request: (i) By e-mail to the following address: info@ShyraQrug.com (ii) By calling +7 701 550 1156. SHYRAQ pieces come with a 1-year warranty.

3. Claims must be submitted within thirty (30) calendar days after receipt of the product, under penalty of expiration of the warranty.

4. Upon receipt of a request, SHYRAQ will proceed to review it, and will inform Customer via email within five (5) business days if the change or warranty is admissible. The warranty will not be admitted when the product has been subject to improper use by Customer and when Customer has not observed the recommendations for use or maintenance indicated by SHYRAQ.

5. Due to the handcrafted nature of the products marketed by SHYRAQ, the procedure of dispatching a product under warranty will be carried out within an estimated period of: (i) 30 business days for fashion pieces and/or (ii) 10 weeks for interior design pieces.

6. Due to the handcrafted process and the irregularity of our materials, plus the fact that these are customized products, it is possible that there may be slight variations in the color, dimensions (up to 7cm), and/or structure of the pieces. Please note that due to our handcrafted dyeing process, final colors may vary slightly. These small irregularities are characteristic of this craft and are not considered a defect.

7. SHYRAQ suggests keeping the original packaging and PVC tube until Customer is certain that everything is in order with the piece.

8. If Customer returns the SHYRAQ product from any international destination, SHYRAQ will not assume ownership of the returned product until it is received and inspected at the return address located at Syganak street 39/2, apt 46 in Astana, Kazakhstan. The piece will be sent back to the same address from which it was sent.

9. In case of return under warranty, SHYRAQ will bear the cost of shipping. In the event that Customer is making the return of their own free will, Customer will be responsible for shipping and associated import costs.

III. DATA PROCESSING AUTHORIZATION

1. By signing this document, I expressly, voluntarily and informedly authorize SHYRAQ, to collect, store and use the information provided or generated in the course of a business relationship in accordance with its data processing policies and, in particular, but not exclusively, for the following purposes: (i) as an element of analysis to establish and maintain a contractual relationship and to conduct market studies or commercial or statistical research, (ii) as a tool for offering products or services of its own or third parties, which includes sending mailings offering products, sending text messages and sending physical catalogs. By signing this document, Customer declares to have been clearly and expressly informed of the following: (i) the processing to which personal data will be subjected and the purpose of such processing; (ii) the optional nature of the answer to the questions asked, when they deal with sensitive data or with data of children and adolescents; (iii) the rights to which Customer is entitled as data subject; and (iv) the identification, physical or electronic address and telephone number of the Data Controller.

Signature of Customer: _____ Name: _____
Identification type and number: _____

Note: In case the purchase is made through non-face-to-face means, these commercial terms shall be understood as unequivocally accepted by Customer with the purchase order.

УСЛОВИЯ И ПОЛОЖЕНИЯ

С приобретением продукции SHYRAQ Покупатель заявляет о том, что ознакомлен и принимает следующие условия и положения:

I. МЕЖДУНАРОДНАЯ ДОСТАВКА И ПОСТАВКА ТОВАРОВ

В контексте покупок продукции SHYRAQ с доставкой за пределы Республики Казахстан Покупатель подтверждает следующее:

1. Покупатель обязуется предоставить полную и достоверную информацию о месте доставки товара(-ов) в стране назначения, включая наименование страны, города, региона, района, улицы, номер здания и/или название, номер дома или квартиры, номер подъезда или башни, а также любую другую информацию, необходимую для корректной доставки по указанному адресу. SHYRAQ и/или третьи лица, уполномоченные на осуществление доставки, будут считать информацию, предоставленную Покупателем в форме «Разрешение на доставку» или аналогичном документе, полной, достоверной и достаточной. SHYRAQ не несет ответственности за ошибки, недостаточность или неполноту предоставленной Покупателем информации. Все риски, включая утрату или повреждение товара, в таких случаях ложатся на Покупателя.
2. С принятием настоящих условий Покупатель предоставляет SHYRAQ право выступать от его имени – самостоятельно или через таможенного представителя или экспедитора – для выполнения всех формальностей, связанных с экспортом, импортом и транзитом продукции через территорию других стран. Покупатель осведомлен, что товары, доставляемые за пределы Республики Казахстан, могут облагаться пошлинами, налогами или иными сборами, регулируемые законодательством страны происхождения и/или назначения. Все соответствующие расходы – включая налоги, пошлины, транспорт, хранение и услуги брокеров – несет Покупатель. Оценка этих расходов SHYRAQ или их оплата за счёт Покупателя не освобождают последнего от обязательств по их компенсации. Если SHYRAQ оплачивает такие расходы, Покупатель обязуется возместить их в течение 5 (пяти) дней с момента запроса.
3. Покупатель обязуется предоставить все необходимые документы или информацию для осуществления международной доставки, по требованию SHYRAQ или государственных органов. Недостоверная информация может повлечь санкции, включая конфискацию товаров.
4. Покупатель вправе самостоятельно организовать доставку продукции за пределы Республики Казахстан. В этом случае он обязан уведомить об этом SHYRAQ письменно до оформления заказа. Если такого уведомления нет, доставка считается осуществляемой через SHYRAQ. Любая внешнеторговая сделка с продукцией SHYRAQ, предполагающая международную доставку, регулируется условиями Инкотермс DPU, DDP или EXW (редакция ICC-2020). Местом поставки будет считаться головной офис SHYRAQ по адресу: г. Астана, ул. Сыганак, 39/2, кв. 46.
5. Указанные даты доставки являются ориентировочными и не подлежат строгому соблюдению. SHYRAQ не несёт ответственности за задержки.
6. SHYRAQ не несёт ответственности за задержки или повреждения продукции, вызванные обстоятельствами непреодолимой силы (форс-мажор), включая, но не ограничиваясь: пандемией COVID-19, забастовками, сбоями в транспорте. Также

- SHYRAQ не несёт ответственности за расходы по хранению и утилизации продукции в таких случаях.
7. При доставке, осуществляемой SHYRAQ, товары доставляются только через главные входы зданий и на первый этаж, если иное не согласовано заранее. SHYRAQ не обязуется осуществлять доставку через окна, балконы или иные нестандартные пути. Если доставка через главный вход невозможна, и Покупатель не предложил решение (подъём, поднос по лестнице и пр.), товар может быть размещен на складе, все расходы по хранению несет Покупатель.
 8. В случае хранения товара более 60 дней со дня выставления финального счета, SHYRAQ взимает плату за хранение в размере 2% от стоимости в месяц.
 9. Если доставка товара невозможна по вине Покупателя, все дополнительные расходы несёт он. SHYRAQ не обязуется осуществлять повторную доставку до полной оплаты расходов на хранение.
 10. SHYRAQ не приступает к отгрузке или доставке товара до полной оплаты. Оплата считается совершённой после зачисления средств и предоставления подтверждающих документов. Если Покупатель отменяет заказ, к которому не применяется право на возврат, применяются следующие условия:
 - (i) SHYRAQ не возвращает внесенные суммы;
 - (ii) при отмене через 4 недели после оформления заказа на предметы интерьера — Покупатель обязан оплатить 100% их стоимости.
 11. Стоимость доставки не включает монтаж или установку, за исключением специально согласованной услуги White Glove.

II. ГАРАНТИЯ, ОБМЕН И ВОЗВРАТ

1. Гарантийная политика SHYRAQ регулируется Законом Республики Казахстан от 4 мая 2010 года № 274-IV «О защите прав потребителей» (в редакции по состоянию на 14.04.2019 г.), гарантийными обязательствами Продавца, а также иными применимыми нормативно-правовыми актами.
2. При обнаружении производственного брака Покупатель вправе направить письменную претензию, указав наименование товара, приложив чек и фото/видео доказательства дефекта:
 - по e-mail: info@shyraqrug.com
 - по телефону: +7 701 550 1156Гарантия предоставляется на срок 1 год.
3. Претензии должны быть поданы в течение 30 календарных дней с момента получения товара.
4. SHYRAQ рассматривает заявку в течение 5 рабочих дней и уведомляет Покупателя о принятом решении. Гарантия не применяется при нарушении правил эксплуатации.
5. Сроки исполнения по гарантии:
 - до 30 рабочих дней для модных аксессуаров
 - до 10 недель для предметов интерьера

6. В связи с особенностями ручной работы допускаются отклонения в цвете, размере (до 7 см) и фактуре, не являющиеся дефектами.
7. Рекомендуется сохранить оригинальную упаковку до окончательной приемки товара.
8. При возврате из другой страны SHYRAQ принимает товар только после получения и проверки по адресу: г. Астана, ул. Сыганак, 39/2, кв. 46.
9. В случае возврата по гарантии SHYRAQ оплачивает доставку. В случае добровольного возврата — все расходы несёт Покупатель.

III. СОГЛАСИЕ НА ОБРАБОТКУ ПЕРСОНАЛЬНЫХ ДАННЫХ

Подписывая данный документ, Покупатель даёт добровольное согласие SHYRAQ на сбор, хранение и использование предоставленных данных в рамках коммерческих отношений в соответствии с политикой обработки данных, в том числе для:

- (i) анализа, ведения договора, маркетинговых и статистических исследований;
- (ii) предложения товаров и услуг SHYRAQ и партнёров (рассылки, СМС, каталоги).

Покупателю разъяснено:

- цель обработки персональных данных
- добровольность предоставления чувствительной информации
- его права как субъекта данных
- контактные данные оператора данных.

Подпись

Покупателя:

Ф.И.О.:

Тип и номер документа: _____
