

BON SILK — PUBLIC OFFER AGREEMENT

This Public Offer Agreement (hereinafter "Contract") constitutes a legally binding Contract between the buyer (hereinafter "Customer", "You") and Individual Entrepreneur Elena Bondarenko (ID 345653731) (hereinafter "BON SILK", "Seller", "We", "Us"), a fashion brand legally registered in **Georgia (country)**

By purchasing any product from BON SILK, including via website, Instagram shop, social media platforms, or direct communication channels, you confirm that you have read, understood, and agreed to the terms of this Contract and is permanently posted on the Internet at the following address: <https://bon-silk.com/>.

1. Legal Structure & Scope

1.1 This Agreement applies to all purchases made through:

- Our official **website**;
- **Social media channels** including Instagram, WhatsApp, Facebook;
- **Direct communication**, email, or private message.

1.2 BON SILK is a legally registered sole proprietorship in Georgia (country), with international delivery to, but not limited to, **EU, UK, USA, UAE, Thailand, and Bali**.

1.3 This Agreement is legally binding and automatically accepted upon **payment for any product** of all the following actions:

- Familiarization with the terms of the Contract;
- Full payment for the products in accordance with the terms of this Contract.
- Consent to the processing of the Customers personal data by the BON SILK through one of the following actions:
 - a. Checking the box next to the text "I accept the terms of the Contract and agree to the processing of my personal data in accordance with the Privacy Policy."
 - b. Checking the box next to the text "I agree with the Privacy Policy."

1.5 Acceptance of the Contract confirms that all terms of the Offer are accepted by the Customer in full and without any reservations or limitations. Acceptance also confirms that the Customer understands all the terms of product purchase, and all terms of the Offer.

1.6 Acceptance of the Offer means that the Offer does not contain any other terms that are explicitly burdensome for the Customer, which the Customer, based on their reasonably understood interests, would not have accepted if they had the opportunity to participate in determining the terms of the Offer. The products specified in this Offer are not imposed on the Customer.

1.7 Acceptance of this Offer and, accordingly, conclusion of this Contract means that the Customer has familiarized themselves with the terms of this Contract, the payment rules, the specifics of the System, and the website hosting the products to the extent necessary. The Customer acknowledges the unconditional suitability of the System and the website for performing actions and achieving the goals that are the subject of this Contract.

1.8 The current Contract-Offer is always available at the following address: ____

2. Definitions

2.1 "**BON SILK**" refers to Individual Entrepreneur Elena Bondarenko (ID 345653731), a fashion brand legally registered in Georgia, operating under the official website <https://bon-silk.com/> and providing its products to Customers.

2.2 "**Customer**" refers to the individual or legal entity that accepts the terms of this Contract Agreement by purchasing products from BON SILK.

2.3 "**Product(s)**" refers to any premium silk garment designed and produced by BON SILK, including made-to-order, customized or personalized items, that is offered for sale under this Agreement.

2.4 "**Agreement**" refers to this Contract Agreement, including all terms and conditions outlined herein, governing the purchase of products from BON SILK.

2.5 "**Offer**" refers to the Contract made by BON SILK to enter into a binding contract with the Customer upon the completion of certain actions, including payment for products.

2.6 "**Contract-Public Offer**" refers to this document, published on the Internet, or sent for review via email, or provided for review by any other means.

2.7 "**Website**" refers to a collection of information, texts, graphic elements, design, images, photos, video materials, and other intellectual property, as well as computer programs contained in an information system that ensures the availability of such information on the Internet at the following address: <https://bon-silk.com/>.

2.8 "**Social Media Channels**" refers to the official social media accounts and platforms used by BON SILK to promote, sell, and communicate with Customers, including but not limited to Instagram (including the Instagram Shop), Facebook, WhatsApp, and other messaging or social networking services. Initial sales may also be made through these platforms in addition to the official website.

2.9 "**System**" refers to any platform or system on which BON SILK may post product details, or other content for Customer use.

2.10 "**Feedback, Support**" refers to a service in the form of written or oral responses to the Customer's questions regarding the products or services provided by BON SILK.

2.11 "**Acceptance**" refers to the full and unconditional acceptance of the Agreement's terms by the Customer, carried out by paying for the products.

2.12 "**Consultation**" refers to a service providing answers to the Customer's questions within a specified time frame, the duration of which is defined in the service description on BON SILK's website.

2.13 "**Tariff**" refers to a set of products under a specific Tariff indicated on the website.

3. Nature of Products

3.1 BON SILK designs and produces **premium silk garments**, many of which include **made-to-order, customized or personalized elements** such as:

- Adjusted fit (length, waist, shoulders);
- Tailored hems;
- Personalized embroidery or details.

3.2 All products are made in **small batches or to order**, with craftsmanship comparable to **atelier or haute couture** production.

3.3 Due to the nature of silk and customization, each item is unique and made specifically for the Customer. As such, once an order is placed, the Customer acknowledges that the product is created exclusively for them and cannot be returned, exchanged, or modified after production has commenced.

3.4 The products are provided remotely by BON SILK through the internet, utilizing the online shopping system and relevant tools on the website.

3.5 The purchase process involves the Customer selecting the desired product(s), adding them to their cart, and completing the payment on the website or through other communication channels specified by BON SILK.

3.6 The specific list of products, their features, pricing, and purchasing procedures are determined by the product details and any customizations chosen by the Customer, as outlined on the our website.

4. Returns, Refunds & Exchanges

4.1 The Customer has the right to withdraw from a distance or off-premises Contract without providing any reason within 14 calendar days from the date the Customer or an authorized third party (excluding the carrier) takes possession of the goods.

4.2 To exercise the right of withdrawal, the Customer must send BON SILK a notification within the specified period. The Customer is responsible for providing proof that the withdrawal notice was sent within the legal deadline.

4.3 In the event of a proper withdrawal from the Contract, BON SILK undertakes to refund all payments received from the Customer within 14 calendar days from the date of receipt of the withdrawal notice. Any additional costs incurred due to the Customer's choice of a more expensive delivery method than the standard offered will not be reimbursed.

4.4 Made-to-order, customized or personalized items are strictly non-refundable and non-returnable, regardless of the extent of customization (e.g., elastic waist adjustment, hem length, personalized embroidery, etc.), as these items are specially made according to the Customer's individual specifications. The Customer acknowledges that these Products are tailored to their personal preferences and cannot be resold.

4.5 Subjective dissatisfaction, such as "didn't fit the way I wanted" or "didn't feel as expected," is not considered a valid reason for refund or exchange. The Customer agrees that once the order is placed for made-to-order, customized or personalized products, it reflects the Customer's specific needs and requirements.

4.7 BON SILK products, especially those made from raw or wild silk, may naturally exhibit certain characteristics, such as:

- Slubs or uneven threads;
- Minor weave irregularities;
- Texture variations.

These are inherent qualities of the natural fabric, not defects, and should not be regarded as flaws. Such characteristics are part of the uniqueness and beauty of natural silk and are not grounds for a return or exchange.

4.8 Only genuine manufacturing defects (e.g., holes, torn seams, or stitching issues) will be considered for refund or exchange. In order to request a return or exchange due to a manufacturing defect, the following conditions must be met:

- The Customer must contact BON SILK within 3 calendar days from the receipt of the product;
- The Customer must provide clear documentation of the defect, including photographs or videos clearly showing the defect and the product's original label (untagged and unused condition).
- The Customer must also photograph the parcel along with the return shipping receipt.

BON SILK must confirm the defect after reviewing the provided documentation. Requests that do not meet these requirements may be denied.

4.9 BON SILK provides video proof of each item before shipment, ensuring that the product sent to the Customer matches the item that was ordered. This documentation may be referenced during any dispute resolution process.

4.10 All garments are one-size or adjustable, and may fit differently on various body types. This variation in fit is not considered a defect. The Customer acknowledges and agrees that the fit may differ from the model representations on the website, as individual body shapes can affect the final appearance of the garment.

4.11 BON SILK reserves the right to refuse future transactions to Customers who demonstrate a pattern of frequent, unjustified returns or misuse of the return policy.

4.12 Failure to comply with the conditions for return (such as providing clear photographs of the item in its original condition, returning it in the original packaging, and meeting the deadline) shall result in an automatic rejection of the return request.

5. Hygiene & Use

5.1 Silk garments are worn **close to the skin** and may absorb moisture, fragrance, or body oils. The Customer acknowledges that this is a natural characteristic of wearing silk garments.

5.2 For **hygienic reasons**, any item that has been used, altered, or damaged after delivery is not eligible for return or exchange. This includes all products that have been used or damaged during wear. The Customer agrees that such items cannot be returned or exchanged if they have been used, even in the case of minimal alterations or trial fittings.

6. Fabric Care & Liability Disclaimer

6.1 All BON SILK items must be treated with care:

- **Dry cleaning only**, unless otherwise stated on the care label;
- Do not machine or hand wash unless explicitly permitted.

6.2 We are **not responsible** for any damage caused by improper care, including but not limited to:

- Shrinking;
- Color fading;
- Fabric deformation.

6.3 Customers may request a **fabric sample** in advance to test reactions or texture if uncertain about the fabric's properties. However, once the product has been purchased, BON SILK will not be responsible for dissatisfaction with fabric texture or care requirements.

7. Compliance with Consumer Laws

7.1 According to the Consumer Protection Law of Georgia (No. 1455-VIII, adopted on March 29, 2022), specified in Article 14, Paragraph 2, Subparagraph "c", the right of withdrawal does not apply to goods that are made to the Customer's individual order or are clearly tailored to the Customer's personal needs.

7.2 This Agreement complies with the law of Georgia, with lawful exceptions clearly stated herein.

8. Payment & Acceptance

8.1 The cost of products under this Contract is indicated on BON SILK's website and may be changed unilaterally by BON SILK at any time. The new price becomes effective from the moment of publication and does not apply to products that have been paid for before the publication of the new price.

8.2 The cost of products does not include any fees charged by banks or payment systems for processing the payment.

8.3 Prices are indicated in euros and, where applicable, converted into the local currency - Georgian lari, at the official exchange rate of the National Bank of Georgia on the payment date.

8.4 Payment for the products is made by the Customer at their discretion:

- Through the electronic payment system (e.g., PayKeeper, Shopify, or bank transfer);
- Via PayPal or other approved payment methods.

8.5 The Product is considered paid from the moment the funds are received into BON SILK's account and verified.

8.6 The Customer's payment obligations will be considered unfulfilled if BON SILK returns the funds at the request of the payment system or in cases of chargebacks. In such instances, BON SILK reserves the right to refuse to provide products to the Customer from the moment the funds are returned.

8.7 The Customer is solely responsible for any errors made during the payment process, including but not limited to incorrect payment details or payment failures. BON SILK is not responsible for any losses or negative consequences resulting from incorrect payment information.

8.8 In case of delay in the receipt of funds into BON SILK's account for more than 3 (three) days, the Customer may contact BON SILK with proof of payment and resolve the issue with the payment system independently.

8.9 After receiving the payment, an automatic email confirming the payment will be sent to the Customer's specified email address, and the purchased product will be made available for viewing or download on the website.

9. Terms of Product delivery and Procedure for their Postponement

9.1 BON SILK ensures that products, including made-to-order, customized or personalized items, will be shipped or delivered in accordance with the timeframe indicated on the website or as agreed during the purchase process. BON SILK makes reasonable efforts to ensure that products, including made-to-order, customized ones, are shipped or delivered within the specified timeframes. However, unforeseen delays caused by third-party services or force majeure events may affect these timelines.

9.2 Force majeure events include, but are not limited to, natural disasters, pandemics, government-imposed restrictions, labor strikes, and transportation disruptions.

9.3 In case of unforeseen delays (e.g., production delays, shipping issues, or other circumstances beyond BON SILK's control), BON SILK reserves the right to postpone the delivery of products. The Customer will be notified in advance, and an updated delivery timeline will be provided.

9.34 If the Customer wishes to postpone the delivery of the product, they must submit a request to BON SILK no less than 48 hours before the scheduled delivery date. BON SILK will review the request and, subject to availability, may agree to a new delivery date. However, this is not guaranteed and will depend on BON SILK's capacity to accommodate the change.

9.5 Postponement requests for made-to -order, customized or personalized products may incur additional fees or may not be accepted, depending on the stage of production or customization. Customers are advised to finalize their orders and confirm all details before placing an order.

9.6 BON SILK is not responsible for any delays in the delivery of products due to force majeure circumstances, including but not limited to natural disasters, labor strikes, pandemics, or governmental restrictions. In the case of such events, BON SILK will inform the Customer and make reasonable efforts to minimize the impact.

9.7 If the Customer faces any issues or requires assistance regarding the postponement or delivery of a product, they can contact BON SILK's Customer support team, who will assist in resolving the matter as quickly as possible.

9.8 In case BON SILK is unable to provide the agreed-upon product due to any reason, the Customer will be promptly informed, and a full refund will be issued for the undelivered product, excluding any non-refundable costs as per the refund policy.

10. Termination of the Contract by the Seller

10.1 BON SILK has the right to terminate this contract unilaterally in the event of a material breach by the customer of their obligations, including but not limited to the following cases:

- Failure to comply with the conditions for returns and exchanges, including failure to provide timely notice of return or providing false information about the condition of the product;
- Breach of payment terms, including payment delays or refusal to fulfill financial obligations;
- Violation of the terms of use of materials and content provided by BON SILK, in the case of unauthorized use, distribution, or transfer to third parties.

10.2 In the event of contract termination by BON SILK for reasons specified in paragraph 17.1, the customer shall return all received products, and BON SILK reserves the right to retain all paid amounts, including but not limited to the cost of the product, services, or delivery, as compensation for damages.

10.3 BON SILK also reserves the right to terminate the contract in case of repeated or systematic breach by the customer of the terms of this agreement, including unjustified returns, incorrect information, or any other violations, which may lead to a refusal to provide services in the future.

11. Liability of the Parties

11.1 The Customer agrees to provide accurate information and requirements for the creation of the product, including measurements, design preferences, and any individual requests.

11.3 In the case of incorrect information provided by the Customer for the creation of the product, the Customer is responsible for any discrepancies between the product and expectations.

11.4 The Customer acknowledges that providing accurate and complete information, including measurements and design preferences, is their responsibility. Any discrepancies between the product and expectations due to incorrect information provided by the Customer are not grounds for return or refund.

12. Procedure of Copyright for Products

12.1 The Website and any content provided by BON SILK, including product descriptions, images, videos, designs, logos, and other materials related to the products, contain intellectual property belonging to BON SILK. BON SILK holds exclusive rights to all information provided to the Customer. Nothing in this Contract implies the transfer of such rights to the Customer.

12.2 BON SILK grants the Customer access to the Website and its product-related content strictly for personal use, which includes reviewing and purchasing products.

12.3 The Customer is not entitled to use any materials or content related to the products provided by BON SILK (including product descriptions, images, videos, and other information) for non-personal purposes. The Customer may not reproduce, copy, sell, distribute, or use any content related to the products for commercial purposes or transfer such content to third parties without BON SILK's explicit written consent.

12.4 Third parties include individuals who are not Customers of BON SILK's products, including relatives, friends, companions, and acquaintances.

12.5 The creation of derivative works or other uses of the product-related content provided by BON SILK is allowed only with the written consent of BON SILK. Any use of materials for purposes other than those outlined in this agreement without proper authorization is considered unlawful.

12.6 By using BON SILK's Website and the product-related content available on it, the Customer acknowledges and agrees that all product-related content on the Website, including but not limited to photographs, text, graphic materials, and software, are protected by copyright, trademark rights, and other intellectual property rights. These rights are valid and protected in all forms, on all media, and in relation to all technologies, whether currently existing or developed in the future.

12.7 In case the Customer violates any of the provisions of this Contract related to product copyright protection, BON SILK has the right to demand compensation, including lost profits.

13. Personal Data and its Use

13.1 By signing this Contract, the Customer consents to the processing of personal data provided when placing an order on BON SILK's Website, including:

- First name and last name;
- Email address;
- Phone number (mobile);
- Measurements and other custom specifications.

13.2 The processing of personal data includes the following actions: collection, systematization, accumulation, storage, updating (modification), retrieval, use, transfer (distribution, provision, access, including cross-border transfer), anonymization, blocking, deletion, and destruction of personal data that do not fall under special categories requiring the Customer's written consent as per Georgian law.

13.3 The purpose of processing personal data is to fulfill BON SILK's obligations under this Contract, including the creation of the Product, and to maintain communication with the Customer throughout the order and delivery process.

13.4 BON SILK guarantees that any materials involving the Customer will not be used in ways that discredit their honor, dignity, or business reputation.

13.5 The processing of the Customer's personal data is carried out using databases located in Georgia or, with the written consent of the Customer, outside of Georgia in accordance with Georgian law and BON SILK's confidentiality policy.

13.6 The Customer agrees to receive newsletters, promotional materials, or updates regarding their order from BON SILK. However, the Customer can opt-out of receiving promotional materials at any time by sending a request to BON SILK's email.

13.7 The Customer may at any time withdraw consent to the processing of personal data or the receipt of promotional materials by sending a notification to BON SILK's email address. In the event of withdrawal, the distribution of such materials will cease.

13.8 The Customer confirms that they are acting voluntarily in their own interests and have fully reviewed and understood the terms of this Contract.

13.9 Cookies and Tracking Technologies

We use cookies, Meta Pixel, Google Analytics, and other tracking technologies to analyze user behavior, deliver personalized ads, and improve our services. By using the BON SILK website, you consent to the use of these technologies in accordance with this Agreement and our Privacy Policy.

13.10 Use of Information

We may use your information to:

Respond to your inquiries;
Provide customer support;
Improve website performance and user experience;
Deliver personalized advertising via Google Ads, Meta Ads, or other platforms;
Send promotional messages (only with your consent);
Analyze traffic and engagement.

13.11 Sharing of Information

We do not sell or rent your personal data. We may share your information with:

Advertising and analytics providers (Google, Meta, etc.);
Third-party service providers involved in payment processing, website hosting, or marketing campaigns.

14. Dispute Resolution & Jurisdiction

14.1 In case of dispute, BON SILK encourages resolution through direct communication.

14.2 If necessary, any legal dispute shall be resolved in Georgia (country) under the current legislation of Georgia.

14.3 BON SILK reserves the right to refuse future service to Customers who initiate false disputes, claims, or chargebacks.

15. Language & Precedence

15.1 This Agreement is written in **English**, which shall prevail in all legal or interpretive matters.

16. Final Provisions

16.1 This Contract comes into force from the moment the Customer accepts the terms, in accordance with this Contract, and remains in effect until both parties have fully fulfilled their obligations.

16.2 If any provision of this Contract is found to be invalid or unenforceable by a court of law, this will not affect the validity of the remaining provisions of the Contract, which shall remain in full force and effect.

16.3 A partially or legally incapable Customer, by making a payment, guarantees to BON SILK that they have obtained the written consent of their legal representative to conclude the Contract and to process their personal data.

16.4 BON SILK has the right to involve third parties in the fulfillment of the Contract without the Customer's prior consent. In such cases, BON SILK remains fully responsible to the Customer for the actions (or inactions) of these third parties, as if they were actions of BON SILK itself.

17. Contact Information

If you have any questions or need support: **Email:** info@bon-silk.com

Business Address: Sherif Khimshiashvili Street, N 5, Batumi, Georgia.

Company ID: 345653731

Thank you for choosing BON SILK. We are honored to create garments that carry meaning and soul — made just for you.