

## **Product Provider data**

Smart Innovation, LLC, company code: 405407581, registered address: Georgia, Tbilisi, ShalvaNutsbidze street #14b, apartment 54

Registering authority: LEPL National Agency of Public Registry

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## **About Product**

Facsimile print edition of gospels of Mark and John handwritten and illustrated by the Georgian artist Irakli Parjiani.

## **Physical characteristics of the product**

Gospels of Mark

Number of internal pages 160

Size of internal pages 19,5 x 25,5 cm

4 colours on all pages with gold and silver print

Collate, fold, straight cut. Stitched. Three-sided gilded book block.

PU dark brown/green embossing in gold.

Clamshell in PU or textile. Gold and blind embossing on the front, spine and back cover.

Gospels of John

Number of internal pages 130

Size of internal pages 35 x 42 cm

4 colours on all pages with gold and silver print

Collate, fold, straight cut. Stitched. Three-sided silver foil book block .

PU material white embossing in silver and blind on U1, spine and U4.

Clamshell in PU or textile. Silver and blind embossing on the front, spine and back cover. Facsimile ready-made.

## **Legal status of the product**

Smart Innovation, LLC holds all and every right to print and distribute the product as per Special License Agreement dated November 1, 2022.

## **About Product delivery**

The product shall be delivered within 60 days since the advance payment is fully done by the buyer.

Delivery will be made at the address specified by the buyer in the application.

The buyer is responsible that the address specified by him/her in the application is functioning so that it is possible to make delivery from Monday to Saturday (included) from 10.00 to 18.00 o'clock.

In case address specified by the buyer in the application changes and/or delivery is accepted by the non-authorized person, all responsibility (risks) rests with the buyer.

The product shall be deemed as delivered at the address specified by the buyer if it is accepted by any adult person.

In case of non-delivery of the product caused by the inaccuracy of the address or by the absence of the person authorized to receive the product, the latest shall be returned back to the sender.

Delivery form of the returned product shall be additionally agreed between the parties, expenses related to the additional delivery, including expenses related to the return of the product, shall be covered in advance by the buyer.

The buyer is authorized to notify in written form Product provider if the product has any defect within 5 days since it is received. Such notification shall be sent along with photo and/or video materials describing the defect. After this term is expired none of the claims shall be accepted.

## **Obligations of the buyer**

To make payment

To receive the product

To respond notifications of the product provider no later than 48 hours from the moment they are received.

Do not make any copy of the product, do not distribute it in any form – material or non-material, electronic.

### **Force majeure circumstances**

Any party shall be freed from any responsibility for breach and/or non-fulfilment of the contractual obligations if such breach is caused by force majeure circumstances.

For the purposes of this agreement force majeure circumstances shall be: war, natural disasters, civil conflicts, technological or ecological disasters, decisions of the government or court decisions or any other circumstances which arose independently from the will of the parties and make impossible to fulfill contractual obligations or make it unreasonably difficult.

The party affected by the force majeure circumstances is obligated to notify the other party in written form immediately but no later than 10 days since the force majeure circumstances arose.

The existence of the force majeure circumstances do not exempt the party from fulfilling the obligation. If such circumstances continue to exist for a month, the parties shall adapt the contract to the changed conditions or make decision to terminate it.

### **Confidentiality**

Any information related to the Product Provider and/or Buyer and which has been disclosed to them while ordering/buying or delivering the Product described in these rules, is confidential and can not be delivered to any third party partially or in full without previous consent of the other party, except:

When such information has already been known to the party before ordering the Product, according to the legislation;

If delivery of such information is obligatory as per legislation.

For excluding any doubt, the Product Provider is authorized to deliver to the third party any information related to the buyer, without the additional consent of the latest, if such delivery is necessary: for defending Product Provider's lawful interests and rights, for transferring the rights of any kind against the buyer to the third party (during the negotiation process with such a third party, including) and/or for the purposes of monitoring of the fulfillment of the buyer's obligations.

Confidential information includes any kind of know-how, technical documentation and other information in the sphere of the Product Provider's business interest including but not limited to: information on ownership, about client, commercial secret, politics, processes, technologies and related documents, data and the systems for saving such data, business plan and information about the market conditions, information about business relationships/partnerships, any financial and commercial information, product, product data and services, and any other know-how related to the Product Provider and/or its clients.

**About communication**

Communication between the parties shall be made only in written form, only by e-mail, which is specified in the application from one hand and in this agreement on the other hand.

Application sent to the corresponding e-mail shall be deemed as delivered by the other party without any confirmation from the latest.

The party changing e-mail specified in the application or in this agreement is obligated to notify the other party no later than 5 days since the change is made. In case of non-notification any correspondence sent to the old address is deemed valid.

**Dispute resolution**

Any dispute shall be solved by negotiations.

In case of non-agreement dispute shall be resolved by the court as per material and procedural legislation of Georgia.

The decision of the court of first instance made in favor of the Product Provider shall be immediately executed/enforced.