

PUBLIC OFFER AGREEMENT
FOR CUSTOM-MADE BOOK MANUFACTURING AND SALE

SUPPLIER INFORMATION

Legal Name: ACADEMIRA EGITIM LIMITED SIRKETI

Registration / Business Number: 0031942147

1. GENERAL PROVISIONS AND PUBLIC OFFER

1.1. This Public Offer Agreement (the “**Agreement**”) constitutes a public offer made by ACADEMIRA EGITIM LIMITED SIRKETI (the “**Supplier**”) to any person wishing to order the manufacture and sale of a custom-made Book through the Supplier's Website.

1.2. The Supplier offers to manufacture and arrange the delivery of bespoke books in accordance with the Customer's individual requirements, the applicable Order, Technical Specification and Approved Design.

1.3. This Agreement is intended for acceptance electronically through the Supplier's Website and governs the relationship between the Supplier and the Customer in connection with each accepted Order.

1.4. The Supplier may engage a designated third-party manufacturing partner and other service providers for printing, binding, finishing, packaging, payment processing and delivery.

1.5. For the purposes of this Agreement, the Supplier's designated third-party book manufacturing partner is referred to as the “**Manufacturing Partner**”.

1.6. The terms of this Agreement, together with the applicable Order, Technical Specification and Approved Design, shall govern the manufacture and delivery of the relevant Book.

2. DEFINITIONS

For the purposes of this Agreement:

“**Book**” means the custom-made book, edition, album, publication or other bespoke book product ordered by the Customer.

“**Customer**” means the person placing an Order through the Supplier's Website or otherwise accepting this Agreement.

“**Supplier**” means the legal entity identified in the Supplier Information section of this Agreement.

“**Manufacturing Partner**” means the third-party manufacturing partner designated by the Supplier to perform printing, binding, manufacturing, finishing or related production services.

“**Order**” means the Customer's request for the manufacture and purchase of a Book.

“**Order Price**” means the total price payable by the Customer for the relevant Order.

“Materials” means all natural, premium, decorative, composite, synthetic or other materials used in the manufacture, binding, finishing, decoration or packaging of the Book.

“Parties” means the Supplier and the Customer collectively.

3. PUBLIC OFFER AND ACCEPTANCE

3.1. This Agreement constitutes a public offer to enter into an agreement for the manufacture, sale and delivery of a custom-made Book on the terms set out herein.

3.2. Before placing an Order, the Customer shall have an opportunity to review this Agreement on the Supplier's Website.

3.3. The Customer accepts this Public Offer by completing the ordering process, confirming acceptance of this Agreement and making the payment required for the relevant Order.

3.4. The Agreement shall be deemed concluded electronically upon the Supplier's receipt of the Customer's completed Order and 100% advance payment of the total amount due under the Order into the Supplier's bank account. The Customer's payment shall constitute the Customer's acceptance of and electronic signature to this Agreement, and no separate signature of the Agreement by the Customer shall be required.

4. ORDER AND PURPOSE

4.1. The Customer commissions the Supplier to arrange the design, manufacture and delivery of a bespoke Book in accordance with the applicable Order, Technical Specification and Approved Design.

4.2. The Book is individually made for the Customer and is not an off-the-shelf product.

4.3. Each Book may be manufactured according to individual requirements regarding its design, Materials, dimensions, construction, binding, decoration and finishing.

4.4. The Supplier may engage the Manufacturing Partner and other service providers for production, finishing, packaging and delivery.

5. SPECIFICATION, DESIGN AND CUSTOMER APPROVAL

5.1. The Book shall be manufactured in accordance with the Technical Specification and the final design, drawings, samples and Materials approved by the Customer, collectively constituting the **Approved Design** where applicable.

5.2. The Supplier shall not materially deviate from the Approved Design without the Customer's approval, except for reasonable variations inherent in natural Materials, handcrafted production or the manufacturing process.

5.3. The Customer shall provide all information, files, materials, instructions and approvals reasonably required for production.

5.4. The Customer is responsible for ensuring that all information to the Supplier are accurate, complete.

5.5. Any Customer-requested changes after approval may result in additional costs and/or an extension of the estimated production period.

5.6. Production of the Book may commence only after the required Specifications, design elements and other production details have been sufficiently approved by the Customer.

6. MATERIALS AND MANUFACTURING

6.1. The Book may incorporate premium and natural Materials specified in the Technical Specification, including natural leather, brass, enamel, cubic zirconia (CZ), semi-precious or other durable decorative stones, and gold, silver or nickel finishes.

6.2. Where specified and technically applicable, metal elements may be finished or coated with gold of **999.9 fineness**, silver, nickel or other agreed finishes.

6.3. Depending on the design, Specifications and individual requirements of the Customer, the Book and/or its components may be manufactured using a variety of natural, premium, decorative, composite or other Materials, including, without limitation, genuine leather, including saffiano, calfskin, goatskin or other types of high-quality leather; velvet, silk, natural linen, premium bookbinding cloth or similar textiles; wood, metal, stone and decorative elements; designer and specialty papers; cotton- or linen-fibre papers; textured or uncoated papers; coated art paper; gold, silver and other precious or non-precious metals; foils, threads, ribbons and other Materials used for binding, finishing, decoration or packaging.

6.4. The Book may include, without limitation, gilded or silvered page edges, decorative foil, blind embossing, foil embossing, gold or silver finishing, silk bookmarks, inlays, fittings, protective cases, presentation boxes and other decorative or functional elements.

6.5. The list of Materials specified in the description, Specifications, quotation, Order or other documentation is not exhaustive.

6.6. At the Customer's request or with the Customer's prior approval, Materials and/or finishing elements not expressly listed in the initial description may be used, including Materials selected by the Customer or otherwise agreed between the Parties, provided that their use is technically feasible and compatible with the intended construction and production of the Book.

6.7. Where the Customer selects or requests a particular Material, finish, decorative element or manufacturing technique, the Customer acknowledges that the inherent characteristics, natural variations, availability, colour and texture differences, surface irregularities and other properties of such Material may affect the final appearance of the Book.

6.8. Where the originally requested Material cannot reasonably be used due to availability, technical, technological, safety, durability or other legitimate considerations, the Supplier may propose an alternative Material of comparable character, quality and aesthetic effect for the Customer's approval.

7. NATURAL MATERIALS AND TOLERANCES

7.1. The Customer acknowledges that the Book may be partly or wholly handcrafted and that natural Materials may contain inherent variations.

7.2. Minor variations in colour, grain, texture, stitching, embossing, gilding, paper alignment, edge finishing or similar characteristics shall not constitute a defect where they do not materially affect the Book's appearance, functionality, structural integrity or durability.

7.3. The Customer acknowledges that handcrafted production may result in minor differences between individual Books, samples, photographs, digital representations and the final product.

7.4. Such variations shall not constitute a defect where they are inherent in the selected Materials or manufacturing process and do not materially affect the agreed characteristics, functionality or structural integrity of the Book.

8. PRICE AND PAYMENT

8.1. The price of each Book is determined individually based on the agreed design, Specifications, Materials, manufacturing complexity, finishing and other requirements of the relevant Order.

8.2. The applicable Order Price shall be communicated to the Customer before or during the ordering process.

8.3. The Customer shall pay **100% of the Order Price in advance**.

8.4. Payment may be made through an authorised payment method made available by the Supplier.

8.5. The Customer's payment of the full Order Price constitutes an affirmative and intentional act confirming the Customer's intention to enter into and be legally bound by this Agreement and the relevant Order.

8.6. If the Customer requests changes after the Order Price has been agreed, the Supplier may revise the Order Price to reflect additional Materials, labour, production, processing, shipping or other costs resulting from such changes.

8.7. Production shall commence only after receipt of the required payment and satisfaction of the other conditions specified in Section 9.

9. PRODUCTION PERIOD

9.1. The production period for the Book is individual and depends on the specific design, Specifications, Materials, finishing techniques and other requirements agreed with the Customer.

9.2. The estimated production period shall be individually discussed and agreed with the Customer prior to commencement of production and shall be communicated to the Customer based on the specific requirements of the particular Order.

9.3. The Customer acknowledges that the stated production period is an **estimated period only** and may vary depending on the complexity and individual characteristics of the Book and the production process.

9.4. The actual production period may be affected by, without limitation, the availability, sourcing, procurement and delivery of requested Materials, preparation and processing of such Materials, complexity of binding, decoration and finishing, availability of specialized craftsmen or suppliers, and specific technical or technological requirements.

9.5. The use of premium, rare, bespoke, specially sourced or otherwise non-standard Materials, as well as Materials requiring special preparation, treatment, conditioning, ageing, colouring, tanning, embossing, gilding, silvering, lacquering, polishing, hand-finishing or other specialized processing, may require additional production time.

9.6. The Customer acknowledges that the higher the level of Materials, craftsmanship and finishing required, the greater the time required for their proper preparation, processing and incorporation into the Book may be.

9.7. Where a Material requested or selected by the Customer is not readily available, requires special sourcing or manufacture, is subject to an extended procurement or preparation period, requires importation or otherwise requires additional time, the estimated production period shall be extended accordingly.

9.8. Any additional production time resulting from changes, additions or modifications requested or approved by the Customer after commencement of production shall be added to the estimated production period as reasonably required.

9.9. The Supplier shall use reasonable efforts to complete the Book within the estimated production period. However, due to the bespoke and potentially handcrafted nature of the Book and the possible use of natural, premium, rare or specially processed Materials, the estimated production period does not constitute a guaranteed completion or delivery date unless expressly agreed otherwise in writing.

9.10. Where the production period is expected to materially exceed the original estimate due to the availability or processing of Materials, the complexity of the requested finishing or other circumstances specific to the Customer's Order, the Supplier shall inform the Customer and, where reasonably practicable, provide an updated estimated completion date.

10. SERVICE LIFE AND WARRANTY

10.1. Subject to proper use, handling and storage, the Book is designed and manufactured using Materials and methods intended to provide a service life of not less than **fifty (50) years**.

10.2. Subject to applicable law and the terms of this Agreement, the Supplier provides a **50-year warranty** against material manufacturing defects affecting the structural integrity or intended functionality of the Book, commencing on the date of delivery.

10.3. The warranty does not cover misuse, accidental damage, improper storage, water or liquid damage, unsuitable environmental conditions, unauthorised alteration or repair, ordinary wear and tear, or natural ageing and deterioration of Materials.

10.4. The warranty does not alter, exclude or limit any mandatory statutory rights or remedies applicable to the Customer.

11. INSPECTION, QUALITY AND DEFECTS

11.1. The Supplier may conduct a final quality-control inspection before dispatch.

11.2. The Customer should inspect the Book upon delivery and notify the Supplier of any material defect or material non-conformity within **14 days after delivery**, where reasonably practicable providing photographs or other evidence.

11.3. Minor variations falling within Section 7 shall not constitute a defect.

11.4. The Supplier shall review any properly submitted claim in good faith and, where a material manufacturing defect or material non-conformity is established, provide an appropriate remedy in accordance with this Agreement and applicable law.

12. DELIVERY AND RISK

12.1. Upon completion of the Book and its readiness for delivery, the Book shall be delivered to the delivery address specified by the Customer.

12.2. The Customer shall provide an accurate and complete delivery address and any other information reasonably required for delivery.

12.3. Unless otherwise agreed, delivery shall be arranged through a reputable courier or freight provider.

12.4. Delivery costs and applicable shipping charges shall be determined in accordance with the applicable Order.

12.5. Customs duties, import taxes and destination-country charges shall be borne by the Customer.

12.6. Risk during transportation shall be allocated in accordance with the applicable delivery terms.

13. CUSTOMER MATERIALS AND INTELLECTUAL PROPERTY

13.1. The Customer represents that they have the necessary rights, permissions and authority to provide any text, photographs, artwork, logos, manuscripts, inscriptions or other materials supplied by the Customer (the "Customer Materials").

13.2. The Customer grants the Supplier and the Manufacturing Partner a limited licence to use the Customer Materials solely to the extent reasonably necessary to perform the Order.

13.3. The Customer retains ownership of the Customer Materials.

13.4. The Supplier retains its rights in pre-existing designs, templates, manufacturing methods, know-how, tools, processes and other intellectual property owned or developed by the Supplier independently of the Customer Materials.

13.5. The Supplier shall not publicly use the Customer's personal information or photographs of the personalised Book for promotional purposes without the Customer's prior consent.

14. CANCELLATION AND CUSTOMER-REQUESTED CHANGES

14.1. The Customer acknowledges that the Book is custom-made and individually manufactured.

14.2. An Order may not be cancelled after commencement of custom production without the Supplier's written consent, subject always to any mandatory consumer rights applicable to the Customer.

14.3. Where cancellation is permitted, the Supplier may recover reasonable costs already incurred in connection with the Order, including Materials, design, labour, production and non-refundable third-party costs, to the extent permitted by applicable law.

14.4. Any cancellation or modification requested by the Customer after production has commenced may result in additional costs and an extension of the estimated production period.

15. FORCE MAJEURE

15.1. Neither Party shall be liable for delay or failure to perform its obligations to the extent caused by circumstances beyond its reasonable control.

15.2. Such circumstances may include, without limitation, natural disasters, war, governmental restrictions, epidemics, strikes, transportation or supply-chain disruptions, fire, flood, significant interruptions affecting suppliers or production facilities, or comparable events.

15.3. Where such circumstances materially affect an Order, the affected Party shall use reasonable efforts to inform the other Party and mitigate the effects of the relevant circumstances where reasonably possible.

16. DISPUTE RESOLUTION

16.1. The Parties acknowledge and agree that their **primary and preferred method of resolving any disputes, disagreements, claims or controversies** arising out of or in connection with this Agreement shall be mutual agreement and amicable resolution between the Parties, to the extent reasonably possible.

16.2. Each Party understands and agrees that, wherever reasonably practicable, any dispute shall first be addressed through direct communication, good-faith negotiations and mutual agreement, with the aim of reaching a mutually acceptable resolution.

16.3. The Parties shall use reasonable efforts to resolve disputes amicably and in good faith.

17. ELECTRONIC CONTRACTING AND GENERAL PROVISIONS

17.1. This Agreement may be concluded electronically through the Supplier's Website.

17.2. The Customer's acceptance of this Public Offer, submission of an Order and payment of the required Order Price constitute affirmative acts of acceptance and electronic execution of this Agreement.

17.3. The version of this Public Offer published on the Supplier's Website at the time of the Customer's acceptance shall apply to the relevant Order.

17.4. The Supplier may amend this Public Offer from time to time.

18.5. This Agreement Constitutes the agreement between the Parties concerning the relevant Book

17.6. Any amendment or modification to an accepted Order shall be recorded electronically or in writing and, where applicable, accepted by both Parties.

17.7. This Agreement is executed in English. If translated into another language, the English version shall prevail.

17.8. By accepting this Public Offer, the Customer confirms that they have had a reasonable opportunity to read and review this Agreement before placing the Order and that they understand and accept its terms.