

## Terms & Conditions

### DISTANCE CONTRACT

This agreement is entered into between the LLC VLP, the registered address: Skolas Street 1, Jaunmuiza, Skrunda region, LV3307, LV40003102269 (hereinafter referred to as the Seller), on the one hand, and the Consumer (Buyer), who makes purchases on the Internet homepage of the Seller's Internet multistore and has confirmed that agrees this Distance Agreement and General Terms, hereinafter referred to as the Consumer or Buyer, on the other hand, collectively, the Parties conclude the following Distance Agreement:

#### 1. Preamble.

1.1. The Seller uses the form of organized trade when the contract is concluded using distance communication means, therefore the merchant's online store is the Seller's organized system when a distance contract can be concluded between Seller and Buyer.

1.2. A distance contract is an agreement in between the Buyer and the Seller and / or the Service Provider that they have concluded without being in the same place via the Internet, telephone or email.

1.3. The Seller informs the Buyer that this distance Agreement applies to all Internet store's owned by Seller as [www.ete.lv](http://www.ete.lv); [www.kafijasaparati.lv](http://www.kafijasaparati.lv); [www.zyle.lv](http://www.zyle.lv); [www.sadzivastehnika.lv](http://www.sadzivastehnika.lv); [www.mastercoffee.lv](http://www.mastercoffee.lv) (hereinafter referred to as the Multistore)

1.4. When a Customer registers in any of these online stores, the customer's registration data is included in the common database, which make possible all Buyer's purchases from the Seller at all online stores and the re-registration is no more required.

1.5. The Seller carries out his business in a professional manner, observing the principles of fair commercial practice, and avoids any activity that could significantly affect the interests of Consumers.

#### 2. The subject of the contract

2.1. The distance contract (hereinafter referred to as the Agreement) is an agreement in between the Buyer and the Seller, based on the offer of the Seller's goods via the Internet. The distance contract applies to all purchases made on the Seller's Internet Multistore, as referred to in clause 1.2 of this Agreement.

2.2. Acceptance of this Agreement allow Buyer to place an order and purchase any selected item in the Seller's Internet Multistore.

2.3. To place an order on the Internet, the Customer needs to register, as only registered users can place orders on the Seller's Internet Multistore.

2.4. By registering as a MultistoreBuyer and / or purchasing products, the terms of this agreement and the rights and obligations arising from the laws of the Republic of Latvia are apply.

### 3. The distance contract.

3.1. The distance contract enters into force as soon as the Buyer has made an order through the Internet and has received from the Seller confirmation by e-mail. Order and order confirmation is considered received when it is accessible to the parties to whom they are addressed.

3.2. The Seller undertakes to comply with the terms of the distance contract no later than 30 days after the receipt of the order from the Buyer, unless the parties have agreed on another term. If the Seller cannot execute the contract because the goods ordered by the Buyer is not available, the Seller is obliged to inform the Buyer about it. If the Buyer agrees, the Seller may offer to the Buyer substitute goodsfor an equivalent price.

3.3. The seller does not keep the contracts records for the goods purchased in the Internet Multistore data basis.

### 4. Purchase payment terms

4.1. For purchases in the online stores, you can pay with the available payment systems, such as credit cards, etc., shown on the Internet Multistore.

4.2. Purchase can be made by paying a prepayment bill in an Internet bank or bank branch office.

4.2.1. In this case, when the Buyer's order is received, an invoice is sent to the indicated e-mail address, which must be prepaid before the receipt of the goods. The invoice contains all the data necessary for such payment. The purchase is considered as paid and the delivery of the goods will be made after receipt that the money is received in the seller's indicated bank account. Note! Please, make the payment by specifying the invoice number.

## 5. The Price

5.1. All prices for goods on Internet multistore are shown in euros and includes value added tax. The cost of delivery of goods to the Buyer is not included in the price of the goods.

## 6. Language

6.1. Internet Multistore gives the opportunity for Buyers who speaks other international languages to place an order, get acquainted with the description of the product and functions in Latvian, English or Russian. If there is contradiction in the translation, the text in Latvian is the deciding factor.

6.2. The consumer can get acquainted with the Distance Agreement in Latvian, Russian and English. The translation of the contract in Russian and English is informative only. The Seller and the Consumer agree that the Distance Agreement should be concluded in the Latvian language.

## 7. Specific requirements of regulatory enactments.

7.1. In order to protect the interests of consumers, regulatory requirements set specific requirements for traders and special rights for consumers.

### 7.2. Special requirements for traders:

7.2.1. Obligation to provide pre-contractual information:

7.2.1.1.information on the main characteristics of a product or service,

7.2.1.2.information on prices, delivery and other costs, expenses,

7.2.1.3.information on the right of withdrawal as well withdrawal form,

7.2.1.4.information on delivery, performance of the contract, payment order and other terms of the contract,

7.2.1.5. pre-contractual information as an integral part of the terms of the Distance Contract

7.2.1.6.obligation to provide pre-contractual information and contract terms in a downloadable format,

7.2.1.7.duty to confirm receipt of the order.

7.3. Special rights for consumers:

7.3.1. the right to cancel the order within 14 days, see paragraph 8. The right of withdrawal.

7.3.2. the limited rights to examine the characteristics of the goods to the extent that this could be done in the ordinary shop only.

8. Right of withdrawal (refusal)

8.1. The Seller informs the Buyer about the conditions of use of the right of withdrawal in the web Information section and will fill prepared form–“Refusals”

8.2. The buyer may exercise the right of withdrawal within a specified period of time and, without giving a reason for refusal, depart from the concluded distance contract. The using the rights of withdrawal terminates the contract and releases the Buyer from any

obligations arising from the concluded agreement.

8.3. By using the right of withdrawal, the Buyer must return the item received to the Seller, but the Seller must repay to the Buyer all payments received. However, the Seller has the right to withhold repayment of the money until the return of the goods.

8.4. The buyer can use the right of withdrawal within 14 days from the date of receipt of the goods if an agreement on the purchase of the goods has been concluded or within 14 days from the day the contract for the receipt of the service is concluded.

8.4.1. First day. The 14-day time period record is according to the following terms, the first day is the day the Buyer has received the item. If the Buyer has received the item at the Seller Store, then this is the first day when the time record is started, regardless of what term the Buyer has delivered the product to the intended place.

8.4.2. Last day. Referring to point 8.4.1. The period of 14 days shall end immediately on the 14th day after the first day, unless otherwise agreed by the Parties.

8.5. In order to use the right of withdrawal, the Buyer must send the notice to the Seller or service provider within the term of the above-mentioned right of withdrawal (example of the Cabinet Regulation No. 255 of 20 May 2014, "Regulations on the Distance Contract", on the Consumer Rights Protection Center website) Such notice is not obligatory to follow any particular form, but in order to qualitatively proceed the right of withdrawal and to observe the good Customer Service Culture, the Seller invites to use the form that is available for the Customer's convenience at the Seller's Internet Store under the section Customer Service - Refusals.

8.6. Any statement should clearly indicate:

8.6.1. the seller or service provider from whom the product or service was purchased,

8.6.2. the text of the notice of withdrawal (when it is concluded for which goods or services),

8.6.3. date of order receipt of the product or service,

8.6.4. information about the Buyer (name, surname, contact phone or e-mail address, address);

8.6.5. the date and signature of the notification (if the notice is sent in paper form by post).

8.7. Since the Buyer is obliged to prove the use of the right of withdrawal, the Buyer must provide proof of the sending of the refusal. The Seller's Internet Multistore provides the Consumer with the opportunity to fill in the electronic form of the withdrawal form or send it by e-mail. The Seller undertakes to immediately inform the Buyer by sending receipt of the notice of withdrawal, which may serve as evidence of refusal.

8.8. Within fourteen days (see points 8.4.1 and 8.4.2), the Buyer must return the goods received to the Seller, while the Seller is obliged to repay to the Buyer all the payments made.

8.9. The Parties agree that the Seller does not undertake to cover the direct costs associated with the return of the Goods, unless otherwise indicated in the offer.

8.10. The Buyer is responsible for covering the direct costs associated with the return of the Goods, if the Seller or the Service Provider has not undertaken to cover it.

8.11. If the Buyer has exceeded the Term of Refusal (see paragraphs 8.4.1 and 8.4.2) or if the Parties have agreed upon - another agreed term, the Seller reserves the right not to accept the goods from the Buyer.

9. Nullity of the right of withdrawal.

9.1. The seller informs that from the Cabinet of Ministers regulations and the Consumer Rights Protection Act there are several cases where the right of withdrawal cannot be used. In particular, the right of withdrawal cannot be exercised if:

9.1.1. The Buyer cannot be considered a Consumer within the meaning of the Consumer Rights Protection Law, that it is not an individual person (household) who purchases a product or service for purposes other than those relating to his business or professional activities,

- 9.1.2. Complete service is complete
- 9.1.3. The price of a good or service depends on the fluctuations of the financial market;
- 9.1.4. The item is made according to Buyer's instructions or it is clearly personalized,
- 9.1.5. The product is perishable or expires soon (for example, food items);
- 9.1.6. The buyer has opened a packaging for a good that cannot be returned for health and hygiene reasons,
- 9.1.7. The goods after delivery are irreversibly mixed with other things;
- 9.1.8. The buyer has opened an audio, video or computer software package;
- 9.1.9. Newspapers, periodicals or magazines are delivered;
- 9.1.10. Contract concluded at auction;
- 9.1.11. The contract is concluded for accommodation services (except for rental of living space), transportation of goods, hire of vehicles, catering, entertainment events, if the service provider undertakes to provide it in due time;
- 9.1.12. The contract is for the supply of digital content that is not supplied on a durable medium.
- 9.1.13. The buyer is aware that the right of withdrawal is not intended to allow the abusive use of the product free of charge during the period of exercise of the right of withdrawal, but to enable it to verify the properties and performance of the product and return it to the Seller, if it does not meet the expected. Consequently, if the product has been used before the use of the right of withdrawal exceeds the reasonable threshold for

checking it, then the Buyer is liable for the decrease of the value of the goods and may be obliged to compensate the Seller for the losses.

## 10. Warranty

10.1. The Seller's Internet Multistore Products Guarantee is provided in accordance with the warranty service conditions set by the manufacturer of the goods and in accordance with the Consumer Rights Protection Act. The Law states that simultaneously with the acquisition of a good or service, the Consumer acquires rights within two years from the date of purchase, for some equipment it may take longer than indicated on the warranty voucher to claim the seller for non-compliance with the terms of the contract.

10.1.1. These RAL provisions do not protect buyers who are legal entities. In this case, the parties can freely negotiate the warranty period, and the time limit can be set for any period of time. The seller offers for legal entities (companies) a guarantee period for professional equipment for business purposes use 1 year only.

10.2. If in the course of the warranty claims arise about the quality of the purchased item, the goods and payment documents must be addressed to the Seller's company. If the service center detects a defect in production, a free warranty repair is carried out in accordance with the manufacturer's terms, and the seller may offer the replacement of the product to a new or equivalent. If during the inspection a defect is found during the use of the product by the Buyer himself, repair costs shall be borne by the Buyer. Warranty repair or replacement of the product does not extend the warranty period.

10.3. The product for warranty repair is accepted only with purchase documents, clean, with the original warranty service card, original package, with all its additional elements. Warranty repairs are made by:

10.3.1. Tadaļķu street 4, Riga, LV-1004, Phone: + 371v67717060, Mob. Phone: +371 25484242

10.3.2. Brivibasiela 142, Riga, LV-1039, Phone: +371 67613060, Mob. Phone: +371 25666601,

10.3.3. GanībuDambis 40c, Riga, LV-1005, Phone: +371 67280427, Mob. Phone: +371 29995840

- 10.4. Guarantee obligations can be canceled if:
- 10.4.1. The buyer can not present a proof of purchase;
  - 10.4.2. goods for personal use, used for professional purposes, for profit, for production purposes;
  - 10.4.3. Instructions for use of the product were violated;
  - 10.4.4. if a device other than the one specified by the manufacturer has been installed;
  - 10.4.5. the product has been installed with cracked software that could cause damage;
  - 10.4.6. uncleared repair has been made;
  - 10.4.7. the product is mechanically, chemically or otherwise externally damaged;
  - 10.4.8. there are changes in product design;
  - 10.4.9. The product serial number is not legible, modified or deleted.
  - 10.4.10. If there are indications that the Consumer has tried to repair the product yourself.
- 10.5. The warranty is canceled if damage occurs due to:
- 10.5.1. foreign matter, insects, liquids or other substances entering the product;

10.5.2. natural disasters, fires, as well as accidents;

10.5.3. inappropriate use of power supply voltage, low voltage current and other network parameters contrary to the instructions for use of the product.

10.5.4. Unconventional and / or inappropriate use of consumables, spare parts, accessories, software, accessories, accessories or media

10.6. The warranty does not apply to:

10.6.1. software, supplies, accessories, accessories, parts and products that wear out naturally during use of the product (for example, batteries, accumulators, housings, toners, bearings, cartridges, etc.).

10.6.2. The buyer's claims regarding the quality of the purchased product will be resolved in accordance with Cabinet Regulation No. 631. "Procedures by which a consumer's claim for non-conforming goods or services" is filed and considered.

11. General rules for ordering goods.

11.1. By purchasing the Company's online store, the Buyer can register at any of the Seller's Internet multistore.

11.2. To order:

11.2.1. The Buyer must click on the button "Add to basket" to the item of interest.

11.2.2. To order the selected product, you must click on the menu at the top of the page where the information on the content of the Buyer's Shopping Cart is displayed. You can return to the online store, choose additional items and then re-go back to the shopping cart by clicking on the relevant menu;

11.2.3. to complete the order, it is necessary to fill in information about the Buyer. To complete the processing of the order, the Buyer must agree to the terms of service and the distance contract. The "Continue payment" menu then allows you to choose a form of payment and confirm the order by clicking "I approve my order". Now an order has been made, as evidenced by a notice on payment of goods on the screen.

11.3. Orders can be made:

11.3.1. at any time of the day, by ordering an online store;

11.3.2. Orders are processed during the working hours indicated by customer service - contacts.

11.3.3. Upon receipt of the order a confirmation email is sent to the Buyer. If the information received from the Buyer is not complete or there is any other reason, the Buyer is contacted by the Company's representative to clarify the information and confirm the order.

12. Delivery terms

12.1. The order is delivered to the address indicated by the Buyer. The cost of shipping goods depends on the weight, size, delivery distance and chosen delivery method of the item. Delivery of the order is made only after the prepayment has been made.

12.2. Delivery of goods is possible upon receipt of money in the company's bank account, in accordance with the deadlines specified in the delivery description. If necessary, information can be obtained by telephone or by e-mail.

12.3. Delivery of goods is carried out in accordance with the offered deliveries indicated in the information section of the delivery. The delivery price is not included in the price of the specified item.

12.4. Delivery of goods is provided to the main door of the Consumer Address. (In multi-apartment buildings to the staircase door.) The consumer must ensure the unloading and acceptance of the goods. Goods cannot be delivered to places where vehicles are not allowed to stop - in which case the order must indicate the closest place where stopping is

allowed.

12.5. The company does not deliver the goods if the Buyer has not made the goods and / or payment of the supply.

12.6. The possible delivery options offered by the Seller are indicated in the delivery section.

### 13. Confidentiality

13.1. The Company undertakes not to disclose or transfer information about Buyer's third parties without the written consent of the Buyer, except in cases of violation of the laws of the Republic of Latvia or this agreement.

### 14. Rules for the processing of Buyers registration data

14.1. By entering the required information and placing the order, the Buyer confirms that he has read the terms of this agreement and agrees that the personal data submitted by him are processed and used in order for the Seller to accept the Buyer's order and deliver the goods.

14.2. The Seller carries out processing of personal data only for the cases specified in Section 7 of the Personal Data Protection Law, which stipulates that the processing of Personal Data is permitted only if the law does not provide otherwise and if there is at least one of the following conditions:

14.2.1. is the consent of the data subject, confirmed by the Buyer himself by completing the registration in the Internet shop;

14.2.2. data processing results from the contractual obligation of the data subject or, if requested by the data subject, the processing of the data is necessary for the conclusion of the relevant agreement, in the particular case, the distance contract between the Seller and the Buyer.

## 15. Related additional information

15.1. Product descriptions are based on the information provided by their manufacturers and suppliers; descriptions and images are informative, and there may be changes in them. According to manufacturer and supplier certain changes, the assortment of goods and parameters can be changed.

15.2. The exact information on whether the item of interest is in the Company's store or warehouse can be found during the working hours of the website in the section Customer Service - Contacts by calling the indicated phone or by sending an e-mail. If the buyer's selected item is not available, the Seller may offer to replace it with an equivalent product or receive it after the next centralized delivery of the goods

## 16. Company details

SIA VLP

Skolas street 1, Jaunmuiza, Skrundas county, LV3307 LV40003102269 info@ete.lv