

TERMS OF SALE

Validity of the terms and conditions of sale

- **1.** The terms and conditions of sale are valid between the party who purchases from the online store of Nakotnegroup.com (hereinafter the Consumer) and the company RKF NAKOTNE SIA (hereinafter Nakotne SIA) upon purchase of goods and services.
- **2.** In addition to these terms and conditions, the legal relationships which arise upon purchase from the online store of Nakotne SIA are regulated by the Law of Obligations Act and the Consumer Protection Act and other legal acts valid in Latvia.
- **3.** Nakotne SIA reserves the right to make changes to the terms and conditions of sale. Such changes shall be published on the website www.nakotnegroup.com

Prices

- 4. The product prices of Nakotne SIA do not include VAT of 21%.
- **5.** If an order was placed prior to amendments to the terms and conditions of sale or prices, the terms and conditions which were valid at the time an order was placed shall be applied to the legal relationship between the Consumer and Nakotne SIA.
- **6.** Nakotne SIA reserves the right to make changes to the prices. Such changes shall be published on the website www.nakotnegroup.com

Finalizing the order

- 7. Add the desired products to the shopping cart.
- 8. To finalize the order, first click on 'Finalize order' in the shopping cart.
- **9.** On the order finalization page, fill in the required fields, choose the desired method of delivery and click on 'Order with payment obligation'. Following this, the invoice will be displayed on the screen and you will be able to pay for the order conveniently via a bank link (Swedbank AS, Citadele AS, Industra bank AS, or other bank payment solutions through a euro payment). The details required to make the euro payment along with any applicable taxes and additional fees will be listed on the invoice displayed on your screen after you have confirmed the order.
- **10.** Be careful when filling in the boxes in the information and order confirmation page, since fast and seamless delivery and later settlement of disputes and complaints are dependent on the correctness of the information you provide there.
- **11.** Orders submitted through the online store are processed on business days.

www.nakotnegroup.com	info@nakotnegroup.com	Lēdmanes iela 1, Rīga, LV-1039
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Entry into force of the contract of sale

- **12.** Under the contract of sale, Nakotne SIA undertakes to deliver to the Consumer Goods which are available or are being produced or will be acquired in the future by Nakotne SIA and ensure the transfer of ownership to the Consumer, while the Consumer undertakes to pay the Nakotne SIA the amount indicated on the invoice submitted for the Goods and to receive the Goods.
- **13.** Orders with a prepayment obligation that have not been paid for shall be cancelled after 2 days from the finalization of the order.

Delivery

- **14.** After the entry into force of the contract of sale, Nakotne SIA shall put the order together and hand it over to their logistics partners for delivery.
- **15.** The delivery times indicated in the online store are valid from the moment of receipt of the payment for the order on the bank account of Nakotne SIA.
- **16.** In order to ensure timely delivery, take care to submit correct and valid delivery details when finalizing the order.
- **17.** Nakotne SIA is not responsible for delayed delivery of goods if the goods were handed over to our logistics partners on time and delivery was delayed due to circumstances which Nakotne SIA could not have influenced or foreseen.

Return policy

- **18.** After receiving the order, the Consumer has the right to withdraw from the contract entered into in the online store without giving any reasons within 14 days (depending on the products or services, the Consumer may not have the right of withdrawal; in such case, these products and services shall be listed and be in accordance with subsection 53(4) of the Law of Obligations Act.
- **19.** In the event of the deterioration of the returned goods, the Consumer shall be liable for the reduction in the value of the goods due to usage only if they have used the goods in any way other than that which is necessary to establish the nature, characteristics and functioning of the goods. In order to establish the nature, characteristics and functioning of the goods, the Consumer should only handle and use the goods in the same manner as they would customarily be allowed to do in a shop.
- **20.** To return the goods, the Consumer shall fill in the withdrawal application related to the purchased goods which can be found on the homepage of Nakotne SIA , and send it to <u>info@nakotnegroup.com</u> no later than within 14 days from receipt of the goods
- **21.** The Consumer shall return the goods within 14 days after the submission of the application, or provide proof that they have transferred the goods to a logistics company within this period.
- **22.** The client does not need to return the goods using a logistics company if Nakotne SIA has agreed to pick up the goods.
- **23.** Upon receipt of a withdrawal application, Nakotne SIA shall immediately, but no later than 14 days, refund all fees received from the Consumer under the contract, including delivery costs of the object used by the Consumer, except if the Consumer has explicitly proposed a method of delivery other than the cheapest method of delivery, in which case Nakotne SIA does not have to compensate the Consumer for expenses which exceed the expenses related to standard delivery.



Force majeure

24. Nakotne SIA shall not be liable for any damage caused to the Consumer or delays in delivery, if the damage or delay is due to circumstances which are beyond the control of Nakotne SIA or whichcould not be foreseen.

Processing of personal data

- **25.** Upon entering data into the online store and confirming, the Consumer grants us the right to collect and process the Consumer's personal data (name, phone number, delivery and/or home address, e-mail address) and forward these to our logistics partner for delivery.
- **26.** Nakotne SIA has the right to use the Consumer's address to send marketing and other information to the Consumer.
- **27.** The Consumer has the right to prohibit the collection and use of their personal data, except where it is necessary for the recovery of a claim arising from the contract or delivery of goods.
- **28.** Electronic personal data shall only be used for direct mailing if the Consumer has consented to this separately.
- **29.** The security of the Consumer's personal bank details when paying for orders is ensured through encrypted data communication with banks and such details are not accessible to Nakotne SIA .

Submission of complaints

- **30.** Nakotne SIA shall be liable to the Consumer for any deficiencies and non-conformities of the goods with the terms and conditions of the contract which are discovered within 2 years as from of the delivery of the goods to the Consumer.
- **31.** Upon discovery of a deficiency, the Consumer has the right to contact Nakotne SIA no later than within 7 days by submitting the invoice used for payment for the purchased goods.
- **32.** If the goods appear to be defective, please stop using the goods.
- **33.** Nakotne SIA and the Consumer shall agree on whether defective goods are repaired or replaced.
- **34.** Nakotne SIA shall not be liable for deficiencies caused to a product by the Consumer, which occurred as a result of incorrect storage or unintended use of the product.
- **35.** Upon discovery of a non-conformity or defect of a product, please submit a complaint by email to info@nakotnegroup.com_, indicating the name and phone number of the person who submitted the order as well as the order number and a detailed description of the deficiency or non-conformity of the product.
- **36.** Complaints regarding product non-conformities or deficiencies shall be submitted within 7 days from the discovery of the non-conformity or deficiency of the product.
- **37.** All complaints shall be reviewed and the consumer shall be contacted as soon as possible, but no later than 7 days following the receipt of the complaint.
- **38.** The Consumer reserves the right to request a reduction in the purchase price of Nakotne SIA or to terminate the contract and demand a refund, if Nakotne SIA is unable to repair or replace the goods, fails to repair or replace the goods, Nakotne SIA fails to eliminate the deficiency of the goods within a reasonable time or has caused unreasonable inconvenience to the Consumer.



Consumer's right to appeal to the Consumer Disputes Committee

39. If Nakotne SIA has refused to resolve the Consumer's complaint or if the Consumer does not accept the solution offered by Nakotne SIA and believes that the latter has violated their rights or damaged their interests, the Consumer may submit a complaint to the Consumer Disputes Committee through the Latvian Consumer Protection Board or to a court of justice. The Consumer may submit the complaint personally or through a representative. The contact details of the Consumer Disputes Committee are available on the website of the Consumer Disputes Committee through the Latvian Consumer Protection Board. To resolve problems which have arisen in European Union countries, the Consumer may contact the European Consumer Centre.