

TERMS AND CONDITIONS OF SALE OF GOODS

1. General provisions

- 1.1. These Terms and Conditions of Sale of Goods (hereinafter – Terms) govern the sale of goods (hereinafter – Goods) by LODE SIA (hereinafter – Seller).
- 1.2. The Terms apply to all transactions in which the Buyer purchases Goods offered by the Seller, regardless of whether the Buyer is a natural or legal person.
- 1.3. The Seller does not offer the purchase of Goods in an e-shop.

2. Goods and execution of an order

- 2.1. Information about the Goods and their display:
 - 2.1.1. The information published on the Seller's website about the Goods, their descriptions, technical characteristics, pictures, and prices is of an informative nature, and shall be deemed to be an invitation to the Buyer to make an offer.
 - 2.1.2. Product images are for reference only. The Seller shall use its best endeavours to display the colours, textures and visual appearance of the Goods as accurately as possible, but the Seller cannot guarantee that the screen of the device used by the Buyer will accurately display the colours and other visual characteristics of the Goods.
 - 2.1.3. The Buyer acknowledges and accepts that the actual colour, shade, texture, or other visual details of the Goods may differ slightly from the images on the website. Such differences, which do not affect the functionality, quality or usability of the Goods, shall not constitute a non-conformity, defect or fault of the Goods.
 - 2.1.4. Slight variations in colour shades between batches of Goods, as well as slight visual surface features, including microcracks, which do not affect the durability, quality or use of the Goods, are acceptable and shall not constitute a defect or non-conformity of the Goods with the terms of the Contract.
- 2.2. The order shall be placed by individual communication by electronic means via e-mail, agreeing on the type, quantity, price, delivery, and other essential terms of the Goods.
- 2.3. The Seller shall have the right to refuse to execute the order if it is impossible to agree with the Buyer on the essential terms of the transaction or if delivery of the Goods is objectively impossible.
- 2.4. Unless otherwise stated, all Goods listed on the Seller's website are available for order. However, in some cases, the availability of the Goods may be limited, or the Goods may be temporarily or permanently unavailable due to circumstances beyond the Seller's control. In such cases, the Seller does not guarantee to be able to immediately determine the exact date of availability or delivery of the Goods, and shall inform the Buyer thereof.

3. Prices and taxes

- 3.1. The prices of the Goods on the Seller's website, depending on the status of the Buyer – a natural person or a legal entity – are indicated either including or excluding value-added tax (hereinafter – VAT).
- 3.2. The application of VAT shall be determined in accordance with applicable laws and regulations, taking into account the status of the Buyer, the place of delivery of the Goods, and the circumstances of the transaction:
 - 3.2.1. All supplies of Goods in Latvia shall be subject to VAT in accordance with the laws and regulations in force in the Republic of Latvia;
 - 3.2.2. For supplies outside the European Union, a 0% VAT rate may be applied if the export of the Goods from the territory of the European Union is documented in accordance with the laws and regulations of the Republic of Latvia and the European Union;

3.2.3. For supplies to other EU Member States, VAT is applied according to the status of the Customer, the place of supply, and the amount of the transaction.

3.3. The final price is agreed individually before the transaction is confirmed.

3.4. If additional taxes, customs duties or other compulsory charges are imposed by law or regulation, they shall be borne by the Buyer, unless otherwise agreed by the Parties.

3.5. Payment for the Goods shall be made by non-cash transfer to the bank account specified by the Seller.

4. Conclusion of a purchase transaction

4.1. The purchase transaction shall be deemed to have been concluded at the time when all material terms of the transaction have been agreed between the parties and the Seller has accepted the transfer or delivery of the Goods.

4.3. The invoice or delivery note, or other document evidencing payment is proof of the transaction.

4.4. The Seller shall provide invoices and delivery notes in electronic form, unless the Parties mutually agree to paper invoices and delivery notes.

4.5. Any quotation and/or proforma invoice issued by the Seller shall be valid for 14 (fourteen) calendar days from the date of issue, unless a different term is specified therein. Upon expiration of the said period, the Seller reserves the right to review the quotation, including but not limited to the prices, availability, and other terms and conditions of the Goods.

4.6. If products are manufactured to the Buyer's individual specifications, any advance payment made by the Buyer may be retained and applied towards covering the Seller's costs incurred if the Buyer unilaterally cancels the order, to the extent permitted by applicable law and these Terms and Conditions.

5. Delivery of Goods

5.1. Delivery of the Goods is agreed on a case-by-case basis.

5.2. The conditions, costs, terms, and technical requirements for delivery of the Goods shall be determined taking into account the place of delivery (Latvia, Lithuania or Estonia), accessibility, and the Buyer's needs.

5.3. The Seller shall not be liable for any delay or impossibility of delivery if the Buyer has failed to provide suitable conditions for delivery.

5.4. The Buyer shall be responsible for the preparation of the delivery site and access to the freight transport, as well as for the possibility of unloading the Goods. If delivery or unloading is prevented through the fault of the Buyer, the Buyer shall bear all additional costs incurred in connection therewith.

5.5. The Parties may agree that the Buyer shall arrange for the collection of the Goods from the Seller's warehouse (self-collection), in which case the Buyer shall solely ensure and cover the costs of transportation; however, the Goods shall only be released upon receipt of full payment, unless the Parties have agreed otherwise.

6. Liability and risk transfer

6.1. The risk of accidental loss of or damage to the Goods shall pass to the Buyer at the time the Goods are handed over to the Buyer or to a carrier provided by the Buyer, subject to the International Chamber of Commerce rules, hereinafter referred to as "INCOTERMS", unless otherwise agreed in a contract.

6.2. As mutually agreed between the Parties on the specific INCOTERMS delivery condition, the moment of risk transfer shall be determined in accordance with the relevant INCOTERMS provision.

6.3. The liability of the Seller is limited to the extent of direct damages to the extent permitted by applicable law.

7. Special rules for transactions with legal persons

7.1. If the Buyer is a legal entity or a natural person acting in the course of an economic activity, the transaction is not subject to consumer protection law.

7.2. By placing an order on behalf of a legal entity or by providing the details of a legal entity for invoicing purposes, the Buyer confirms that the Goods are purchased for business purposes and that the transaction is not subject to the provisions of consumer law.

8. Special rules for transactions with natural persons

8.1. If the Buyer is a natural person who purchases the Goods for a purpose not related to their business or professional activity, the laws and regulations of the Republic of Latvia in the field of consumer protection, including the Consumer Rights Protection Law (CRPL), shall apply to the transaction if the transaction qualifies as a consumer transaction within the meaning of the CRPL.

8.2. In the event of non-conformity of the Goods, the Buyer, a natural person within the meaning of Clause 8.1 of these Terms of Sale of Goods, shall have the right to bring claims against the Seller in accordance with the provisions of the CRPL and the Civil Code.

8.3. If the transaction qualifies as a distance contract, the Buyer, a natural person within the meaning of Clause 8.1 of these Terms of Sale of Goods, shall have the right to withdraw from the contract within 14 (fourteen) days without giving any reason, in accordance with Section 12 of the CRPL.

8.4. The withdrawal period shall commence on the day on which the Buyer, a natural person within the meaning of Clause 8.1 of these Terms of Sale of Goods, has received the Goods.

8.5. In order to exercise the right of withdrawal, the Buyer, a natural person within the meaning of Clause 8.1 of these Terms of Sale of Goods, must give the Seller clear notice of withdrawal by e-mail or in writing before the expiry of the right of withdrawal.

8.6. The Buyer is obliged to return the Goods to the Seller without undue delay, but no later than within 14 (fourteen) days after the notification referred to in Clause 8.5 of these Terms of Sale of Goods.

8.7. The Buyer, a natural person within the meaning of Clause 8.1 of these Terms of Sale of Goods, shall bear the costs of returning the Goods, unless otherwise expressly agreed by the Seller.

8.8. The Buyer, a natural person within the meaning of Clause 8.1 of these Terms of Sale of Goods, shall be liable for the depreciation of the Goods if the Goods have not been used properly to ascertain their nature, characteristics and performance.

8.9. The right of withdrawal does not apply in the cases provided for in the CRPL and in Cabinet of Ministers Regulation No. 255 of 20 May 2014, "Regulations Regarding Distance Contracts", including if:

8.9.1. the Goods are made or ordered to the Buyer's individual order or tailored to specific needs;

8.9.2. due to their characteristics, the Goods have irreversibly mixed with other items after delivery;

8.9.3. the Goods are damaged or have not been used for their intended purpose.

8.9.4. If the transaction does not qualify as a distance contract, the Buyer, a natural person within the meaning of Clause 8.1 of these Terms of Sale of Goods, shall not be entitled to 14 (fourteen) days' withdrawal rights, except where provided for by law or regulation.

9. Manufacturer's warranty

9.1. The Buyer shall have the right to submit a claim for the Goods in accordance with the procedure established by the laws and regulations.

9.2. The Buyer shall have the right to submit a claim for the ceramic paving elements in accordance with the procedure set out in the LODE SIA Ceramic Paving Elements Warranty Terms and Conditions (hereinafter – Warranty Terms and Conditions). The Warranty Terms and Conditions are published at www.lode.lv.

9.3. Before purchasing ceramic paving elements, the Buyer is advised to read all the documents published at www.lode.lv – Minimum Requirements for the Laying and Use of Ceramic Paving Elements; Guidelines for the Use and Maintenance of Clinker Paving Stones and Recommendations for the Laying of Clinker Paving Stones – in order to have a comprehensive understanding and knowledge of the characteristics and performance of the Goods.

10. Sanctions compliance

10.1. By accepting the Goods, the Buyer confirms to the Seller that it is not subject to sanctions of the Republic of Latvia, the European Union or the United States of America, the United Kingdom, or other countries or organisations (hereinafter – Sanctions), and undertakes to comply with the Sanctions in respect of the Goods, including not to transfer the Goods to persons subject to Sanctions and not to export the Goods to countries or territories subject to Sanctions.

11. Processing of personal data

11.1. The Seller shall process the Buyer's personal data in accordance with the Seller's Privacy Policy, which is published at www.lode.lv.

12. Dispute resolution and applicable law

12.1. The Terms shall be governed by the laws and regulations of the Republic of Latvia.

12.2. Disputes shall first be settled by negotiation, but if no agreement is reached, they shall be brought before the courts of the Republic of Latvia.

13. Final provisions

13.1. The Seller shall be entitled to amend the Terms by publishing the current version on its website, www.lode.lv.

13.2. Each time the Buyer orders Goods, the Buyer is advised to review the Terms to ensure that the Buyer fully understands the terms and conditions under which the order will be placed.

13.3. The Terms shall enter into force on the date of their publication at www.lode.lv.