

DISTANCE CONTRACT

PARTIES:

1) SIA GPN, reg. No. **44103053939** online shop of the website www.krese.eu, hereinafter – the Seller;

2) A natural person which qualifies as a consumer according to the regulations of the Republic of Latvia and which has made an order in Seller's online shop, hereinafter – the Buyer.

SECTION 1 – OBJECT OF THE CONTRACT

1.1. The Parties enter into a contract for the obligations arising from the Buyer ordering one or more, same or different goods, hereinafter - the Goods, and paying the price of Goods pointed out in the order/invoice, and the Seller confirming the Goods order and ensuring the delivery of the Goods to the Buyer's shipping address.

SECTION 2 – ORDERING

2.1. The Buyer independently draws up an order for Goods using the Seller's website, fully familiarising themselves with the Goods information located in the website, including this contract and Seller's [terms of delivery](#), and voluntarily fills out the order form, indicating their personal details: name, surname, e-mail address, telephone number, address of residence and/or shipping address, as well as credit card details after selecting the method of payment.

2.2. After order confirmation, the Seller's website immediately informs the Buyer that the order has been accepted, and the Buyer may instantly view the order/invoice. This order form is also considered an invoice which reflects the ordered Goods, their quantity, price, delivery information, binding taxes and the total amount to be paid, as well as the Parties' banking details; it has been drawn up electronically and is valid without a signature. The order/invoice is sent electronically to the Buyer by e-mail within one day (usually immediately after the Goods order is confirmed).

2.3. The Seller is not responsible for incorrectly drawn up orders and Buyer's losses if such arise from an incorrectly drawn up Goods order.

SECTION 3 – GOODS PRICE AND PAYMENT

3.1. The Seller sells the Goods to the Buyer for the price that is shown next to each item of Goods. All prices are in EUR and include the binding taxes of the Republic of Latvia.

3.2. When drawing up an order in the Seller's website, it is possible for the Buyer to choose and pay for the order/invoice in the Seller's website using their e-commerce business PayPal account or credit card, or to choose to receive pre-invoice and pay for it in a convenient way.

3.3. The day when the amount shown in the order/invoice enters the Seller's bank account is considered to be the day of payment.

SECTION 4 – ORDER EXECUTION AND DELIVERY

4.1. Order execution is begun at the moment when the Seller has confirmed the order and the Buyer has made full payment for the Goods. Order execution time depends on the amount of the ordered Goods and the place of delivery, following Seller's [terms of delivery](#).

4.2. The order is considered to be fulfilled at the moment when the Goods are actually transferred to the Buyer. The Seller's obligations to the Buyer are considered fulfilled once the order has been fulfilled.

4.3. Ownership of the Goods and the associated responsibilities pass to the Buyer at the moment of Goods transfer.

4.4. If the Buyer has received incorrect or damaged Goods, the Buyer must immediately contact the Seller using the e-mail:krese@krese.eu our fone:+371 29777544. The notification must include the order number and a description of the Goods the Buyer has received. Upon the receipt of such notice, the Seller may ask the Buyer photos as a proof of incorrect or damaged Goods.

SECTION 5 – RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. SELLER'S OBLIGATIONS:

- a) To sell Goods and deliver them in accordance with the order and terms of this contract;
- b) To provide full information about the Goods and its manufacturer;
- c) To electronically inform the Buyer of changes in order execution conditions, if delivery time changes while the Seller is executing the order;
- d) To consider the Buyer's claims regarding the Goods, order execution time or quality within a reasonable time, providing the Buyer with a substantial reply;
- e) To repay the Buyer the payment for Goods actually made within 14 (fourteen) days, if the Seller cannot execute the order in accordance with its terms and the Buyer has not given consent to the change;
- f) To only use Buyer's personal information, including bank details, specified in the order according to the Seller's [Privacy Policy](#).

5.2. SELLER'S RIGHTS:

- a) To contact the Buyer if there are any questions after receipt of the order to specify information about the selected Goods and/or the Buyer noted in the order;
- b) Not to begin the execution of the order if the specified payment for Buyer's ordered Goods has not been received;

- c) Not to accept any claims for lack of conformity of the Goods in accordance with Chapter 7 of this contract, if the Goods have visual and/or technical defects due to Buyer's fault and that restrict its further use and/or return to the Seller;
- d) To unilaterally change the contents of the contract, without violating the legislative requirements of the Republic of Latvia. This condition does not apply to orders in the process of execution. The changes come into force at the moment they are published in the Seller's website.

5.3. BUYER'S OBLIGATIONS:

- a) When drawing up an order, to provide truthful and accurate information about the selected Goods and themselves so that the Seller could meet their obligations in full, contacting the Seller for a consultation electronically or by telephone if there are any questions;
- b) To pay for the Goods in accordance with the price of Goods shown in order/invoice;
- c) To pick up the Goods according to the place and date stated in the order and the notified time of delivery.

5.4. BUYER'S RIGHTS:

- a) To receive the Goods according to the order;
- b) To receive their money for the Goods back, if the Seller cannot execute the order in accordance with its terms and if the Buyer has not given its consent to the change;
- c) To submit claims regarding the quality of Goods during the warranty period.
- d) To use the right of withdrawal 14 (fourteen) days from the day the Goods are received (for more details, see Chapter 7).

SECTION 6 – THE QUALITY OF GOODS

6.1. The Seller is responsible for selling and delivering quality Goods in accordance with the terms of this contract, Goods specification and order.

SECTION 7 – THE RIGHT OF WITHDRAWAL

7.1. The right of withdrawal is Buyer's right to unilaterally withdraw from the contract within a set period of time without paying compensation for losses to the Seller. Sending the withdrawal within a specified period terminates the contract and releases the Buyer from any obligations under this contract, except for the costs associated with returning the Goods to the Seller.

7.2. Within the right of withdrawal period, the Buyer has the right to use the Goods to the extent that is necessary for examination of the Goods. To such an extent that could be done before a purchase of goods in a store.

7.3. The Seller reserves the right to refuse Buyer the right of withdrawal for return of the following Goods and refuse to accept: 1) gift cards; 2) Goods on sale; 3) Goods that are made according to the Buyer's specifications or are clearly personalized.

7.4. Following the regulations of the Republic of Latvia, the Buyer is entitled to refuse the Goods within 14 (fourteen) calendar days from the date of receipt of the Goods, by sending the Seller an application on the right of withdrawal. In order to follow the right of withdrawal deadline, it is sufficient for the Buyer to send the Seller an application on the right of withdrawal before the withdrawal deadline. The application on the right of withdrawal is available here: <http://www.krese.eu/withdrawal/>

7.5. Using the right to refuse the Goods, the Buyer is responsible for the quality and safety of the Goods, as well as any kind of decrease regarding the value of Goods i.e. the Goods must be unused, in the same state in which the Buyer received the Goods at the moment of receipt, in the original packaging and with a presentation of proof of purchase.

7.6. If the Goods are used in a way that is incompatible with the principle of good faith, including use for purposes other than to clarify the characteristics or use of the Goods and/or if the Goods are not in their original condition, they are damaged or missing any part which is not Seller's fault or mistake, and/or if the Buyer does not present a proof of purchase, the Seller reserves the right not to accept the return of the Goods.

7.7. In order to implement the right of withdrawal after the Buyer has sent the Seller an application on the right of withdrawal, the Buyer is obliged to return the Goods to the Seller within 14 (fourteen) days after the Seller's confirmation regarding the receipt of application on the right of withdrawal. All of the expenses that will be incurred in connection with the return of the Goods to the Seller shall be borne by the Buyer. The deadline is met if the Buyer sends the Goods back before the 14 (fourteen) day period ends.

7.8. In case of return of the Goods, the Buyer must choose a secure shipping service with shipment tracking options or use a shipment insurance option. The Seller does not guarantee that the returned Goods will be received.

7.9. As soon as the Goods are received from the Buyer and confirmed, the Seller informs the Buyer that the Goods are returned, including the confirmation or rejection of the repayment using the e-mail indicated in the application on the right of withdrawal.

7.10. If the Goods repayment is confirmed, the repayment of money in the amount paid for the Goods will be carried out to the Buyer's account specified in the application on the right of withdrawal and no later than within 14 (fourteen) days. Otherwise, if the Seller does not receive an application on the right of withdrawal and/or Goods according to the procedure provided herein, the Seller is entitled not to refund the Buyer the amount paid for the Goods.

SECTION 8 – DATA PROCESSING AND PRIVACY

8.1. The Seller's [privacy policy](#) explains how the Seller handles the Buyer's personal information and how the confidentiality is protected when the Buyer uses the Seller's website and its provided services. When using Seller's services on the Seller's website, the Buyer agrees that the Seller may use this data in accordance with the Seller's privacy policy and the effective regulations of the Republic of Latvia relating to personal data protection and processing.

SECTION 9 – LIABILITY OF THE PARTIES

9.1. The Parties are fully responsible for fulfilling their obligations according to this contract and the effective regulations of the Republic of Latvia.

9.2. If during the execution of this contract, one of the Parties encounter any force majeure obstacles that are beyond the influence and control of the Parties, the Party that is hindered by these obstacles notifies the other Party to agree on further action. The existence of force majeure conditions must be proved by the Party referring to them.

9.3. Upon making an order of the Goods on the Seller's website, the Buyer confirms that they are of age and a capable person. If the Buyer is a legal entity, it is represented by an accordingly authorized person.

9.4. When confirming the order of goods on the Seller's website, the Buyer confirms that they have read and clearly understood the contents and conditions of this contract and that the Buyer has agreed to them.

SECTION 10 – DISPUTES

10.1. Any disputes and disagreements that may or will arise between the Parties during the execution of this contract will be solved by Parties via mutual negotiations. If no agreement is reached, the dispute will be brought before the court in accordance with the regulations of the Republic of Latvia.

The Buyer may download the distance contract here: [Distance contract.pdf](#)