

## **TERMS OF PURCHASE AND SALE**

### **1. General provisions.**

1.1. These Rules of Purchase and Sale (hereinafter referred to as the Rules) is a legal document binding on the parties which establish the mutual rights and obligations of the Buyer and the Seller, the purchase and payment for goods, the procedure for delivery and return of goods, the responsibility of the parties and other provisions related to the purchase and sale of goods in the "Linogijos" online store.

1.2. By placing an order, the Buyer confirms that he/she agrees with these Rules.

1.3. The contract between the Buyer and the Seller is considered concluded from the moment when the Buyer, having formed the cart of goods in the online store, providing the delivery address, choosing a payment method and accepting the Seller's rules, clicks the "Buy" button.

### **2. Protection of personal data.**

2.1. The online store "Linogijos" belongs to MB Jonkira. When ordering goods in the online store "Linogijos", at the time of purchase, the Buyer must provide the following personal data: name, surname, delivery address, phone number and e-mail address.

2.2. By accepting these rules, the Buyer agrees that the personal data listed in point 2.1 would be processed in the online store of the goods and services for the purposes of analyzing the Seller's performance.

2.3. By agreeing to the Buyer's personal data being processed for the purpose of selling the goods and services in the Seller's online store, the Buyer also agrees that informational messages necessary to complete the order of goods would be sent to the e-mail which was provided by the Buyer.

2.4. The Buyer is responsible for providing correct data at the time of purchase.

2.5. The Seller undertakes not to disclose the Buyer's personal data to third parties, except when required by the competent State institution in the cases provided for by the laws of the Republic of Lithuania or with the separate written consent of the Buyer.

2.6. By registering in the online store and ordering goods, the Buyer undertakes to protect and not disclose login data to anyone.

### **3. Rights and obligations of the buyer.**

3.1. By placing an order in the "Linogijos" online store, the Buyer agrees to these Rules of Purchase and Sale and undertakes to comply with them and the established legal acts of the Republic of Lithuania.

3.2. The Buyer undertakes to accept the ordered goods and pay the agreed price.

3.3. The Buyer undertakes to provide complete, detailed and correct information in the billing form. If the Buyer provides inaccurate, false or misleading data in the billing form, "Linogijos" has the right to cancel the Buyer's registration and delete the data.

3.4. If the data provided in the Buyer's registration form change, the Buyer must update them immediately.

3.5. The Buyer has the right to withdraw from the contract of purchase and sale with the Seller only if the quality of the product has not changed, the product has not been damaged or its appearance has not changed significantly.

#### **4. Rights and obligations of the seller.**

4.1. The Seller undertakes to allow full access to the “Linogijos” online shopping services.

4.2. If the Buyer attempts to undermine the stability and security of the online store or breaches his/her obligations, the Seller is entitled to immediately restrict or suspend (terminate) his/her possibilities to use the online store without prior warning and is not responsible for any related losses of the Buyer.

4.3. The Seller undertakes to respect the Buyer’s right to privacy in relation to personal information provided in the form of registration in the online store.

4.4. The Seller undertakes to deliver the goods ordered by the Buyer to the address provided by the Buyer.

4.5. The Seller has the right to temporarily or indefinitely terminate the operation of the online store without prior notice.

4.6. The Seller has the right to unilaterally change these Rules by publishing updated Rules on the online store website. Changes take effect from the moment of publication for all transactions concluded after the publication.

4.7. The Seller is not liable for the different technical properties of the screens of computers and mobile devices, if the colors and shapes of the goods in the online store differ from the real shapes and colors of the goods.

4.8. The quantity of goods shown in the photos is not always related to the price of the product: there might be more products in the photo than the price of one unit.

#### **5. Purchase order, prices, payment arrangements and terms.**

5.1. The Buyer can use the online store and buy goods 24/7.

5.2. The prices of goods in the online store and in the placed order are indicated in Euros and other currencies, including VAT.

5.3. The parcel is prepared only after receiving the payment for the goods. It is shipped within 2-5 days after the payment. In Lithuania, goods are delivered by post within 5-10 working days. Delivery time for abroad vary; please contact us personally to know the time of delivery.

5.4. The Buyer can pay for the goods in the following ways:

5.4.1. VISA/MASTERCARD cards;

5.4.2. by bank transfer from your bank.

#### **6. Delivery of goods.**

6.1. The Buyer who has chosen the delivery service during the order undertakes to indicate the exact place for delivery of the goods.

6.2. The Buyer undertakes to accept the goods by himself/herself. In the case when the Buyer cannot accept the goods, and the goods are delivered to the provided address, the Buyer has no right to make claims to the Seller regarding the delivery of the goods to the wrong entity.

6.3. If the goods are returned to the Seller from the parcel terminal at the end of the storage period, the Buyer must pay the costs of re-shipment, and if the goods were returned from the parcel terminal or courier, cover the costs of returning the goods to the Seller. If the Buyer

refuses to accept the re-shipment (i.e. demands a refund for the goods), the money for the shipment is not returned to the Buyer.

6.4. The goods are delivered by the Seller or the Seller's authorized representative (courier). The goods can also be sent by other methods, depending on the chosen delivery method.

6.5. The goods are sent to the Buyer within 2-5 working days from the payment confirmation.

6.6. In all cases, the Seller is not liable for the violation of delivery terms, if the goods are not delivered to the Buyer or are delivered late due to the Buyer's fault or due to circumstances beyond the Seller's control.

6.7. The Buyer must immediately inform the Seller if the parcel is received in damaged packaging, if the parcel contains unordered goods, the wrong quantity of them, or the order is incomplete.

6.8. In all cases, if the Buyer notices any damage to the package during delivery, he/she must indicate these details in the package delivery document provided by the courier or draw up a separate document regarding these damages. The Buyer must do this in the presence of the courier. If such actions are not taken, the Seller is exempt from liability for product damage related to packaging damage which the Buyer did not note in the courier's delivery document.

6.9. After receiving the goods by post or picking up the goods at the parcel terminal, the Buyer must send an e-mail to the Seller with photos of the damaged package and/or product(s).

## **7. Return and replacement of goods.**

7.1. The defects of the sold goods are removed, low-quality goods are replaced or returned in accordance with the rules approved by the Government of the Republic of Lithuania Order No. 217 of June 29, 2001 "Regarding the approval of the rules for the return and exchange of items".

7.2. In accordance with the rules approved by the Government of the Republic of Lithuania Order No. 217 of June 29, 2001 "Regarding the approval of the rules for the return and exchange of items", the Buyer's demand to replace the purchased item with similar items or return the money, if the Buyer does not like the shape, size, color, model or item set of the purchased product, can only be satisfied if the Seller agrees and the Buyer purchased the following goods:

Home textiles (bedding sets, towels);

Linen clothes.

## **8. Marketing and information.**

8.1. The Seller can organize various promotions and offers in the "Linogijos" online store.

8.2. The Seller reserves the right, at its own discretion and without notice, to enter or revoke offers. Any change or cancellation of the terms and conditions of the offer is valid only from the moment they take place.

8.3. The Seller sends all messages using the means of communication specified in the Buyer's registration form.

8.4. The Buyer sends all messages and questions using contacts specified in the "Contacts" section of the Seller's online store.

8.5. The Seller is exempt from liability if the Buyer does not receive information or confirmation messages due to disruptions in the internet connection or errors in the e-mail service provider's networks.

## **9. Final provisions.**

9.1. These Rules of Purchase and Sale are drawn up in accordance with the legislation of the Republic of Lithuania.

9.2. All disagreements arising out of compliance with these Rules shall be resolved by negotiations. In case of a failure to reach an agreement, disputes shall be resolved in accordance with the procedure prescribed in the legislation of the Republic of Lithuania.