

Distance contract

This **distance contract**, is concluded between **SIA "Fergus"**, unified reg.Nr. 40203010889, hereinafter referred to as - Seller, as one party, and **Buyer – natural person** as another party, for liabilities undertaken by the Buyer when ordering one or more, same or different goods, hereinafter - Goods, paying the price indicated in the invoice, and liabilities undertaken by the Seller when confirming the order and providing delivery of the Goods with the help of a third party to the indicated by the Buyer delivery address.

1. Ordering procedure.

- 1.1. The Buyer independently makes Goods order through internet, having in full read information on Goods placed on the website www.fergus.lv, including this contract and the terms of delivery, and forwards it to the Seller, including also personal information, email, phone number, place of residence, delivery address, and bank details.
- 1.2. The Seller after receipt of the Buyer order, within 1 working day approves it, by sending the Buyer electronic confirmation of receipt of order.

2. Goods price and payment procedure.

- 2.1. Goods price is the price at which the Seller sells the Goods to the Buyer.
- 2.2. Prices of Goods in generated by the online shop order are shown in euros (EUR) including VAT. The Goods are sold to the Buyer at a price that is in effect in online shop at the time of order; Order amount, which consists of the goods price and shipping costs, are available to the Buyer in the process of ordering before confirmation of the order.
- 2.3. You can pay for purchase by bank transfer, through Internet banking, with a payment card.
- 2.4. By agreement with the Seller, the Buyer pays for the Goods in euro (EUR), on the basis of invoices generated during ordering within 1 (one) day.
- 2.5. The payment day is considered to be a day when relevant amount is credited to the Seller's indicated bank account.

3. Delivery of Goods

- 3.1. The Goods will be sent once the Buyer has made full payment for the Goods, specified in the invoice.
- 3.2 the Seller delivers the Goods by courier to the address indicated by the Buyer;
- 3.3 Delivery time for goods from Designers Favorites collection is from 4 to 7 working days.
- 3.4 In case the Goods delivered to address indicated in the order is received by a person other than the one specified in the order, it is considered that the order has been delivered;
- 3.5 Delivery of goods is carried out in accordance with terms and conditions of designated courier, as a rule the Goods are delivered:
 - 3.5.1 within the borders of Riga City - during 1-3 business days from the date of receipt of payment;

3.5.2 within the territory of Latvia - during 2-3 business days after receipt of payment in our bank account.

Or in person at the address: Riga, Stabu Street 30/2-56, working days from 10.00 to 17.00, having agreed previously the date and time of Goods pick up with the Seller and presenting an identity document, the order number and confirmation of payment.

3.6 Delivery options are specified for the Buyer at the time of ordering.

3.7 Order is considered to be executed when the Goods are actually transferred to the Buyer.

3.8 After completion of order Seller's obligations to the Buyer are deemed to have been fulfilled.

3.9 Property rights to the Goods and the associated responsibilities are passed from the Seller to the Buyer at the time of Goods transfer.

4. Rights and obligations of parties

4.1. The Seller undertakes:

4.1.1. to sell and deliver the Goods in accordance with the order;

4.1.2. to inform the Buyer (also electronically) about changes of conditions of delivery, if during execution of order by the Seller, the Goods delivery time changes;

4.1.3. to consider the claims of the Buyer in connection with the Goods, delivery time or quality within reasonable time, providing the Buyer substantive answer;

4.1.4. not later than within thirty (30) days to repay the Buyer his actual payment for the Goods, if the Seller can not fulfill the order according to the terms, and the Buyer has not given consent to the changes;

4.1.5. The Buyer personal information provided in the order, including bank details, to use only in connection with the preparation of invoices for payment and order execution.

4.2. The Seller has the right to:

4.2.1. After receipt of order in case of ambiguities to contact the Buyer by phone to specify information provided in order on the selected Goods or Buyer;

4.2.2. not to start execution of order, if defined payment for order made by the Buyer is not received;

4.2.3. not to accept claims for Goods non-compliance and Goods in accordance with section 7 of the contract, if the Goods have visual and/or technical defect, caused by the fault of the Buyer which restricts further sale and/or return of the Goods to the manufacturer.

4.3. The Seller has the right to unilaterally change the content of this contract, without prejudice to existing legislation. This condition does not apply to orders that are in the process of execution. The changes take effect with their publication on this website.

4.4. The Buyer undertakes:

4.4.1. While making the order, to provide true and accurate information about selected Goods and himself, so that the Seller could meet its obligations in full, in the case of ambiguity electronically or by telephone contact the Seller for advice;

4.4.2. to pay for the Goods in accordance with the order and price indicated in the invoice for the goods;

4.4.3. to accept the Goods specified in the order within indicated delivery term.

4.5. The Buyer has the right:

- 4.5.1. to receive the Goods according to the order;
- 4.5.2. to receive back the money paid for the Goods, if the Seller can not fulfill the order according to the terms, and the Buyer has not given consent to the changes;

5. The right of withdrawal.

5.1 The Buyer may exercise the right of withdrawal and unilaterally withdraw from the purchase contract within 14 calendar days from delivery of Goods in question. The withdrawal form can be downloaded here: http://www.ptac.gov.lv/sites/default/files/docs/ATT_veidlapa_pakalpojumi.pdf

5.2 It is the responsibility of the Buyer to send the Goods back to the Seller within 7 (seven) days of the written refusal. All expenses that arise in connection with the shipment back to the Seller, shall be borne by the Buyer.

5.3 If the Buyer returns the Goods to the Seller, using the right of withdrawal, the delivery charges are not refunded to the Buyer. Expenses for return of Goods expenses, except where returned are the Goods that are not in conformance with provisions of the Contract shall be borne by the Buyer;

5.4 The Buyer is responsible for the Goods quality and safety within the term of exercise of the right of withdrawal. The Buyer is responsible for any reduction of the Goods value, if the Goods are used in a way incompatible with the principle of good faith, including use for other purposes, rather than checking Goods features or activities. The Goods must not be damaged, should not lose outer look (protection films, labels should not be removed or damaged, etc.) and not used. The Goods must be returned in its original packaging, in the same set in which it was received, and goods delivery document, as well as instructions/manuals and other product accessories. If the Goods are not in full set, is damaged, in cluttered or not adequate packaging, the Seller has the right not to accept the Goods, as well as not to reimburse the monies paid by the Buyer for the Goods.

6. Responsibility of the parties.

- 6.1. The parties are fully responsible for fulfillment of their obligations in accordance with the applicable laws and regulations.
- 6.2. If during execution of this contract, any of the parties experience force majeure obstacles which are not under the Parties control or influence, then the party experiencing these obstacles, notify the other party to agree on further action.

7. Dispute resolution procedures.

Any disputes or controversies that may arise or occur between the parties during execution of the present contract, the parties will solve by mutual negotiations. If no agreement is reached, the dispute is referred to the Court in accordance with the laws of the Republic of Latvia.

9. Other provisions

9.1 If access to online store, registration in online store or ordering is not possible or it is impaired due to technical or from the Seller independent reason, the Seller is not responsible for any damages to the Buyer or a third party

9.2 The Seller is not responsible for consequences, if due to the Buyer's computer or monitor specifics the image of Goods displayed in the Buyer's computer monitor is different from its looks in nature.