

## TERMS AND CONDITIONS

### 1. Definitions

- **The Seller** – EMKO, UAB, legal entity code: 302433715, registered office address: Čiobiškio str. 31-31, LT-07187 Vilnius.
- **The Buyer** – the person purchasing the goods offered by the Seller using the [www.emko-online.lt](http://www.emko-online.lt) online store.
  - The Buyer is a natural person who has reached the age of majority and whose capacity is not restricted;
  - The Buyer is a minor between the ages of fourteen and eighteen, and purchases only with the consent of his parents or guardians, unless he is in possession of his own income;
  - The Buyer is a legal entity or other organization;
  - The Buyer is the authorized representative of all the above mentioned persons.
- **The Store** – electronic store of UAB “EMKO”, available at [emko-online.lt](http://emko-online.lt).
- **The Terms and Conditions** – this is terms and conditions of sale and purchase of goods, which determines the mutual rights and obligations of the Buyer and the Seller, terms and conditions of purchase and payment of goods, the procedure of delivery and return of goods, liability of the parties and other provisions related to purchase and sale of goods.

### 2. General Provisions

- These Terms and Conditions are a binding legal document that establishes the rights and obligations and responsibilities between the Buyer and the Seller and other provisions related to the purchase and sale of goods offered by the Seller when the Buyer acquires the goods from the Seller.
- The Buyer may purchase goods and services in the Store only by agreeing to the Terms and Conditions. After the Buyer confirms the acquaintance with the Terms and Conditions, he undertakes to comply with them. By purchasing goods and services in the Store, the Buyer agrees with the application of the Terms and Conditions and confirms that he has understood them. In the event that the Buyer has not read and / or did not understand the Terms and Conditions or did not agree with them, he may not purchase goods and services in the Store.
- The Seller reserves the right to change Terms and Conditions. Changes to the Terms and Conditions shall take effect after their publication in the Store. If the Buyer uses the Store in any way after the announcement of the amendments to the Terms and Conditions, it is considered that he agrees with all the amendments to the Terms and Conditions.

### 3. Conclusion of the sale and purchase agreement

- Sale and purchase agreement between the Buyer and the Seller is considered concluded when the Buyer in the Store:
  - submits an order and forms a shopping cart in accordance with the instructions specified by the Seller and indicates the delivery address of the goods;
  - after reading the Terms and Conditions, chooses the payment method and pays the order in full;
  - The Seller confirms the Buyer’s order by sending a confirmation message to the specified e-mail address;
  - In cases where the Buyer does not agree with the provisions set forth in the Terms and Conditions or does

not agree with all or part of the Terms and Conditions, he may not order the goods in the Store.

- The sale and purchase agreement is valid until the full fulfillment of obligations under the Terms and Conditions. The sale and purchase agreement shall be deemed fulfilled when the goods are transferred to the Buyer in accordance with the procedure established by the Terms and Conditions and legal acts of the Republic of Lithuania.
- After confirming the Buyer's order, the Buyer undertakes to pay the price of the goods and accept the goods ordered in the Store.
- The Seller may not confirm the Buyer's order if the Buyer does not fulfill all the conditions of ordering the goods, if the Buyer has not confirmed the acceptance of the Terms and Conditions.

#### **4. Buyer's rights and obligations**

- The Buyer has the right to withdraw from the sale and purchase agreement concluded in the Store by notifying the Seller thereof in writing no later than within 14 (fourteen) days;
- The Buyer has the right to return and / or replace defective goods, to use the warranties applicable to the goods.
- Replacement, return or elimination of defects of goods is carried out in accordance with the provisions of the Civil Code of the Republic of Lithuania and with 2014, July 22 Resolution of the Government of the Republic of Lithuania No. 738 "On the Government of the Republic of Lithuania 2001 June 11 Resolution no. 697 "On the Approval of Retail Rules".

#### **5. Obligations of the Buyer**

- The Buyer must pay the price of the goods and additional services (delivery, collection, etc.) and accept the goods in accordance with the Terms and Conditions.
- Upon acceptance of the goods, the Buyer inspects them, as well as informs the Seller in accordance with the procedure established by the Terms and Conditions about the damage of the consignment, clearly visible defects of the goods, non-compliance of the goods model and equipment with the Buyer's order.
- The Buyer pays the costs of returning the goods, if they are borne by the Buyer.
- If the Buyer changes the data specified in the order form, he must immediately notify the Seller.
- In order to cancel or change the submitted order, the Buyer must notify the Seller by e-mail [info@emko.lt](mailto:info@emko.lt)
- The Buyer complies with other requirements established in the Terms and Conditions and legal acts of the Republic of Lithuania.

#### **6. Seller's Rights**

- The Seller has a right to limit or suspend the Buyer's access to the Store without prior notice, as well as to cancel the Buyer's registration if the Buyer tries to impair the operation or stable operation of the Store and / or violates its obligations; The Seller shall not be liable for any related losses of the Buyer.
- The Seller has a right to temporarily or permanently terminate the activities of the Store, change the Store or its separate parts, all and any of its contents, restrict purchases made in it, change the Internet address of the Store; The Seller shall not be liable for any adverse consequences for the Buyer caused by such actions.

- The Seller has a right to change the Terms and Conditions, product prices, purchase conditions and / or any other instructions related to the Store by announcing the changes in the Store.
- The Seller has other rights provided in the Terms and Conditions and legal acts of the Republic of Lithuania.

#### 7. **Obligations of the Seller**

- The Seller undertakes to create conditions for the Buyer to properly use the services provided by the online store [emko-online.lt](https://emko-online.lt).
- The Seller has the right to cancel his order without prior notice to the Buyer, if:
  - The Buyer does not pay for the goods within 1 (one) business day when paying by bank transfer;
  - In case of pricing or product description error;
- The Seller undertakes to respect the privacy of the Buyer, to protect the confidentiality of his data, except for the cases specified in the laws of the Republic of Lithuania and / or the Store's Privacy and Cookie Policy.

#### 8. **Product quality and warranty**

- The characteristics of each product sold at [emko-online.lt](https://emko-online.lt) are generally indicated in the product description attached to each product in the Store.
- The goods in the Store may not correspond in color, shape or other parameters to the actual size, shape and color of the goods due to the characteristics of electronic devices used by the Buyer or other technical reasons, as well as reasonable discrepancies in appearance due to the uniqueness of natural materials used.
- The Seller provides a 24-month warranty on all goods, unless otherwise stated in the product description.
- The Buyer is provided with a guarantee upon presentation of a VAT invoice.
- In the event that the Seller does not provide a guarantee of the quality of items for certain types of goods, the guarantee provided for in the legal acts of the Republic of Lithuania shall apply.

#### 9. **Prices of goods and payment procedure**

- Goods can be purchased in the Store only after making a prepayment. When purchasing goods in the Store, payment can be made in the ways specified in the Store.
- The prices of the goods in the Store and / or the order are indicated in euros with the included value of tax (where applicable).
- Purchase documents of the goods (VAT invoices) are delivered to the Buyer together with the purchased goods.

#### 10. **Delivery of goods**

- Delivery fee of all goods to Lithuania and within the European Union is already included into the price.
- Delivery fee outside the European Union:
  - Goods shipment to USA, Malaysia, Singapore, Australia and New Zealand costs 20% of the value of shopping cart;
  - Deliveries to UK can be delivered only for business customers. Goods are delivered free of charge if the order price exceeds 100 Eur. If the order price does not exceed to 100 Eur, the delivery price of the goods is 18 Eur. Private persons – for purchase please contact our sales representative [Bombinate | Bombinate](mailto:sales@bombinate.com)
  - Deliveries to Canada can be proceeded only for business customers, no delivery for private person;
  - For purchase and shipment to Israel and Russia, please contact our sales

representatives working in those countries.

– Deliveries to other countries (not mentioned above) are free of charge if the order price exceeds 500 EUR. If the order price does not exceed to 500 EUR, the delivery price of the goods is 35 Eur.

- Candle holder delivery time is 5 to 7 working days. For all the other products, production lead time is applied plus 7 working days.
- The goods traded in the Store are manufactured upon receipt of the Buyer's order, therefore 20 working days production term applies. This term is not mandatory, therefore it may change due to unforeseen circumstances beyond the control of the Seller. In all cases, the Seller undertakes to inform the Buyer about the changed delivery terms of the goods.
- The Seller delivers the goods to the Buyer on the terms agreed with the Buyer in advance. At the same time, the Buyer agrees that in exceptional cases the delivery of goods may be delayed due to unforeseen circumstances beyond the control of the Seller. In this case, the Seller undertakes to contact the Buyer immediately and agree on the terms of delivery.
- When accepting the goods, the Buyer must check the condition of the goods, the quantity, quality and range of the goods.
- If he notices the violation of the goods, the discrepancy of the quantity, quality and assortment of the goods, the Buyer must not accept the goods and note this in the consignment note. After the Buyer accepts the goods and signs the consignment note without comments, it is considered that the transferred goods are without defects, the quantity, quality and range of goods comply with the terms of the sale and purchase agreement. When violations and other discrepancies are noticed by the Buyer later, he must notify the Seller by e-mail or telephone. The Seller undertakes to replace the required part within 15-45 working days from the date of receipt of the claim.
- Upon delivery of the goods to the address specified by the Buyer, the goods shall be deemed to have been delivered to the Buyer, regardless of whether the goods are actually accepted by the Buyer or by any other person who has received the goods at the specified address. In the event that the Buyer is unable to collect the goods himself and the goods are delivered to the specified address, the Buyer shall not have the right to make claims to the Seller regarding the delivery of the goods to the wrong entity. If the goods are not delivered on the planned day of delivery, the Buyer shall immediately, but not later than the next day after the planned day of delivery of the goods, inform the Seller thereof. Otherwise, the Buyer loses the right to make claims to the Seller related to late delivery and / or non-delivery of goods.
- The Seller is released from liability for violation of the terms of delivery of goods, if the goods are not delivered to the Buyer or are not delivered on time due to the fault of the Buyer or due to circumstances beyond the control of the Buyer.

11. **Return and exchange of the goods**

- The Buyer has the right to withdraw from the sale and purchase agreement concluded by the electronic means within 14 (fourteen) days from the day of delivery (receipt) of the goods without stating the reason. The Buyer informs the Seller by e-mail: info@emko.lt or by phone +370 655 02092.
- The goods shall be returned to the Seller not later than 14 (fourteen) calendar days from the submission of the notice of withdrawal from the sale and purchase agreement to the Seller. The Buyer is responsible for the proper packaging of the goods for return. The Buyer shall bear the direct

costs of returning the goods, unless the Seller instructs the Buyer otherwise after receipt of the notice of withdrawal.

- Goods are returned to the Seller's address T. Ševčenkos str. 16A-122, LT03111 Vilnius, Lithuania. Before returning the goods, the Buyer must contact the Seller by phone or e-mail (tel. +370 655 02092 or e-mail info@emko.lt) and agree on the method of returning the goods.
- The following conditions must be met when the Buyer returns the goods:
  - The returned goods must be in the original or other type of neat packaging;
  - The product must be undamaged by the Buyer;
  - The product must be unused, without losing its commercial appearance (undamaged labels, peeled off protective film, etc.), this item does not apply in case of return of defective product;
  - The returned goods must be in the same configuration as received by the Buyer;
  - When returning the goods, it is necessary to present a VAT invoice confirming the purchase.
- Money for returned quality goods within 15 days is in all cases transferred by payment order and only to the payer's bank account.
- The Seller shall not be deemed to have violated the terms of the refund if he is unable to convert the money due to the fault of the Buyer (delay in returning the goods, inaccurate data, etc.).
- In accordance with the 2014 July 22 the Resolution of the Government of the Republic of Lithuania No. 738 "On the Government of the Republic of Lithuania 2001 June 11 Resolution no. 697 "On Approval of Retail Rules" If the Buyer acquires goods of suitable quality and wants to replace them with similar goods or recover the paid money by returning the goods for the reasons specified in Article 6.362 of the Civil Code of the Republic of Lithuania, such request can be satisfied only with the Seller's consent. This rule applies to the purchase of the following goods:
  - carpeted flooring, excluding carpets and rugs;
  - furniture, lighting.
- If the returned product is not complete, damaged, untidy and / or improperly packaged, the Seller has the right not to accept the returned product and not return the money paid by the Buyer for the returned product or estimate the value of the returned product and return the difference to the Buyer.
- The Buyer may not return such goods, the possibility of return of which is not provided by the legal acts of the Republic of Lithuania.

## 12. **Liability of the Parties**

- The Buyer is responsible for the accuracy of the data provided in the order form [www.emko-online.lt](http://www.emko-online.lt). If the Buyer does not provide accurate data and / or does not update it in time, the Seller is not responsible for the consequences.
- The Seller is released from any liability in cases where the loss arises due to the fact that the Buyer, in disregard of the Seller's recommendations and its obligations, did not read the Terms and Conditions, although he was given such an opportunity.
- The Buyer assumes responsibility for the returned goods until they reach the return address specified by the Seller.

- If the Seller's Store contains links to the websites of other companies, institutions, organizations or persons, the Seller is not responsible for the information or activities performed there, does not maintain, control and does not represent those companies and persons.
- The Seller shall not be liable for non-performance of the Terms and Conditions and / or non-delivery or late delivery of the goods if it was due to third parties or due to circumstances beyond the Seller's control and reasonable foresight and could not prevent these circumstances or their consequences (*force majeure*). If the specified circumstances last for more than 1 (one) month, the parties may terminate the sale and purchase agreement by mutual agreement.

13. **Provision of information**

- The Seller sends all notifications to the e-mail address provided by the Buyer in the order form.
- The Buyer shall send all notices and questions by the means of communication specified by the Seller.

14. **Final provisions**

- All information provided on the Store website, including but not limited to the Terms and Conditions, shall be deemed to have been provided to the Buyer in writing.
- All photos of the goods submitted to [emko-online.lt](https://www.emko-online.lt) are original and protected by copyright, therefore it is prohibited to reproduce, transfer, sell or otherwise distribute them (make them publicly or non-publicly available to other persons) in any way.
- The Law of the Republic of Lithuania shall apply to the Terms and Conditions and the sale and purchase agreement between the Buyer and the Seller.
- All disagreements between the Buyer and the Seller regarding the Terms and Conditions are resolved through negotiations. If the parties do not resolve the dispute through negotiations, the disputes shall be resolved in accordance with the procedure established by the laws of the Republic of Lithuania.
- The Terms and Conditions were updated in 2020, May 27.