

## Distance Contract

This Distance Contract is concluded between the Seller [SIA Divi Berzini, reg. No. 40203088061, legal address: Ogres nov., Tinuzu pag., "Kliederes", email: info@diviberzini.lv, tel.: +371 23007008], hereinafter referred to as the Seller, and the person placing the order, hereinafter referred to as the Buyer.

The Seller undertakes to sell and deliver goods to the Buyer in accordance with the Buyer's order.

### ORDERING, DELIVERY AND PAYMENT PROCEDURE

The Buyer places an order through this website, indicating the type and quantity of the goods to be purchased. The Buyer may make payment for the goods via the KLIX Payments service, which enables payment by debit and credit cards (MasterCard and Visa), as well as online banking (banklink) – Swedbank AS, Luminor Bank AS, SEB Banka AS, Citadele Banka AS – or by paying the invoice prepared by the Seller and sent to the Buyer by e-mail. The invoice is prepared electronically and is valid without a signature.

After payment is made, the Buyer will receive a confirmation email for the completed transaction.

The Seller ensures delivery of goods within [1–4] business days or by mutual agreement after payment has been received for the goods, with delivery time coordinated with the Buyer.

The delivery price is calculated based on the number of kilometers from the material location to the delivery address. Delivery costs are covered by the Buyer. Delivery is available only within the territory of Latvia.

### ORDER CANCELLATION AND REFUND TERMS

The Buyer has the right to withdraw from the goods within 14 calendar days from the moment of receiving the goods by sending a withdrawal letter to the Seller. The withdrawal form will be sent to the Buyer by e-mail upon request.

The Buyer must return the goods to the Seller within 7 days after sending the withdrawal letter by mailing them to the following address: Ogres novads, Tinuzu pag., Arini, LV-5052. All expenses related to returning the goods are covered by the Buyer.

Within 14 days after receiving the withdrawal and return of the goods, the paid amount for the goods will be refunded. Refunds will be made using the same payment method that the Buyer used for the transaction.

The Buyer cannot exercise the right of withdrawal if:

(According to Section 10, part two of the Consumer Rights Protection Law)

- the ordered goods, due to their nature, cannot be returned, or they perish quickly or are quickly consumable;
- the ordered goods are made specifically for the Buyer according to individual specifications;
- the goods, due to their properties after delivery, have irreversibly mixed with other items.

According to Section 12, part six of the Consumer Rights Protection Law, “the consumer is responsible for preserving the quality and safety of the goods during the withdrawal period.” The Seller reserves the right to refuse withdrawal or withhold compensation if the goods are damaged, misused, or not returned in their original condition.

Bulk materials delivered in loose form are non-returnable because after delivery they irreversibly mix with the ground/surface where they are unloaded.

For materials sold in bags or any other type of packaging, the above withdrawal rules apply.

If the goods have not yet been delivered or prepared for shipment, the order can be cancelled by writing to [info@diviberzini.lv](mailto:info@diviberzini.lv) or calling +371 23007008, and a full refund will be issued.

#### WARRANTY AND DISPUTE RESOLUTION

The warranty period is 2 years in accordance with Latvian legislation. Complaints during the warranty period must be sent to: [info@diviberzini.lv](mailto:info@diviberzini.lv) or by mail to: Druvas iela 10, Ogre, LV-5001.

All disputes and complaints will be resolved through negotiations; we are committed to resolving them successfully. If this is not possible, the Buyer has the right to submit a complaint to the Consumer Rights Protection Centre or the court.

#### DATA PROCESSING

By entering the required information and placing an order, the Buyer confirms that they have read and agree that the provided data will be used by the Seller to process the order and ensure delivery in accordance with regulatory requirements. By providing information, the Buyer agrees that notifications related to order processing will be sent to the provided e-mail.

Detailed information about personal data processing can be found in the online store's Privacy Policy.