

# PURCHASING RULES

## I. GENERAL PROVISIONS

1. These Purchasing Rules (hereinafter referred to as the "Rules") regulate the mutual rights and obligations of persons acquiring goods and services sold by MB "Grožio ir Sveikatos Tarnyba" (hereinafter referred to as the "Company"), the conditions for the purchase, payment and delivery of goods.
2. The Rules apply to the purchase of goods and services on the website <https://purles.lv/>
3. By purchasing goods and / or services, the person confirms that he has familiarized himself with these Rules and agrees to the terms and conditions set out in them.
4. The Rules have been prepared in accordance with the Civil Code of the Republic of Lithuania (Valstybės Žinios, 2000-09-06, No. 74-2262) and other legal acts regulating the activities of the Company.
5. The Seller has the right to change / update these Rules at any time. The Buyer can familiarize himself with the changes on the Seller's website at the address <https://purles.lv/>

### 6. The definitions that are used in the Rules:

- 6.1. **Seller** – MB "Grožio ir Sveikatos Tarnyba", legal entity code 305541621, address Vingio g. 27, Dauparai, Klaipėda district, Lithuania;
- 6.2. **Buyer** – a natural or legal person purchasing the goods / services sold by the Seller;
- 6.3. **Parties** – Buyer and Seller together;
- 6.4. **Personal data** – personal data provided by the Buyer, a natural person, necessary for the purchase of goods / services and / or the creation of the Buyer's account;
- 6.5. **Privacy Policy** – a document approved by the Seller and published on the website regulating the collection, use and storage of the Buyer's personal data;
- 6.6. **Buyer's account** – a personal account is created by the Buyer on the Seller's website, where the Buyer can see the status of the order placed, purchase goods / services, withdraw consent to direct marketing, etc.

## II. ORDERING GOODS/SERVICES

7. The Buyer may order the goods / services sold by the Seller on the website <https://purles.lv/>
8. Ordering goods on the website:
  - 8.1. The Buyer selects the desired goods / services on the website <https://purles.lv/> and clicks on "Add to cart";
  - 8.2. The Buyer's basket is formed on the Website;

8.3. The buyer can view the formed basket, change the quantity of selected goods / services, choose the delivery method;

8.4. Having determined the desired options, the Buyer presses "Buy" and is redirected to the window for the provision of personal data and the choice of payment for goods / services;

8.5. The Buyer provides personal data necessary for ordering goods / services: name, surname, address, delivery address (if delivery is for another address), phone number and e-mail address;

8.6. The Buyer pays for the goods / services.

9. When ordering the goods, the Buyer may create a personal account of the Buyer by ticking the box "Create an account", apply the discount code to the goods and leave the notes to the courier delivering the goods (if the goods are delivered by a courier).

### **III. PAYMENT FOR GOODS / SERVICES**

10. If the Buyer orders the goods / services in accordance with the procedure specified in chapter II of these Rules, the Buyer is redirected to the payment window.

11. The Buyer may pay for goods / services in the following ways:

11.1. Montonio system for the collection of payments:

11.1.1. When the Buyer pays for the goods / services through the Montonio payment collection system, the Buyer may choose to make the payment either through the bank by getting redirected directly to the Bank's website or using a payment card, entering its data.

12. The price of the goods / services when placing the order is indicated without the delivery price. The delivery price is provided prior to payment is made and, after the Buyer chooses the delivery method, is added to the total amount of the order. If the purchase amount is 100.00 Eur or higher, the delivery fee is not charged.

13. Purchase documents – VAT invoices submitted to the Buyer electronically by e-mail specified in the Buyer's registration form.

14. If the Buyer cancels the order or refuses the purchase and sale agreement, the money is returned to the buyer in the same way as it was paid for the goods / services. The conditions and procedure for the return of goods / services are specified in the section "Return of goods / services" of these Rules.

### **IV. DELIVERY**

15. When the Buyer orders goods / services on the website, the goods can be delivered in one of the following ways:

15.1. Delivery by courier: the goods are delivered to the buyer's address or to another delivery address specified by the Buyer. The cost of delivery is indicated at the time of ordering. The buyer is responsible for the correctness of the specified address. In case of indication of the wrong address and re-delivery of the goods, the Seller has the right to charge an additional delivery fee. If the Buyer

changes the address and / or contact details in the personal account, the updated information is used for the next purchase.

15.1.1. In case of failure to deliver the goods to the address specified by the Buyer, the Seller's representative shall contact the Buyer regarding the time of re-delivery of the goods. In case of failure to deliver the goods for a second time, the goods are returned to the Seller, and the Buyer is refunded the amount paid for the goods no later than within 7 calendar days, after deducting the costs of delivery of the goods.

15.2. Delivery to the parcel locker: the goods are delivered to the parcel locker chosen by the Buyer. Upon delivery of the goods to the parcel locker, the Buyer receives an instant (sms) message with the PIN code of the door opening and the specified deadline for picking up the goods. The cost of delivery is indicated at the time of ordering the goods.

16. After handing over the goods to the Buyer, the risk of accidental damage or loss of the goods passes to the Buyer.

17. The goods may be picked up only by the Buyer himself. When delivering goods by courier, the Buyer must provide the courier with an identity document (identity card, passport or driver's license).

18. When picking up the goods, the Buyer must inspect the packaging and, if he notices any damage, not accept the product. After the buyer accepts the product and signs on the act of acceptance and transfer of the goods, it is considered that the delivered product is without defects. Having noticed the defects after the acceptance of the goods, the Buyer may contact the Seller in accordance with the procedure established by the Rules of Return of the Goods and the Rules of Guarantee of the Goods.

19. Terms of delivery of goods:

19.1. The terms of delivery of the goods are indicated to the Buyer by e-mail after confirming the order;

19.2. The delivery times of the goods depend on whether the Seller has the goods in stock or has to order them from the supplier, but usually the goods are delivered within a maximum of 5 Business Days;

19.3. The terms of delivery of the goods may change regardless of the Seller, due to the mandatory instructions of the regulatory authorities to the carriers, the epidemiological situation in the country and the associated restrictions, etc. In case of delay in the delivery of the goods within the time limits specified by the Seller, the Buyer is informed by e-mail, indicating a new time frame for delivery of the goods.

## **V. RIGHTS AND OBLIGATIONS OF THE PARTIES**

20. The Buyer has the right to:

20.1. To receive quality goods within the terms specified in the order;

20.2. Cancel the order and refund the amount paid for the goods in accordance with the procedure established in the Rules of Return of goods;

20.3. Change personal contact details within a personal account;

20.4. Upon arrival, not to accept the goods if damage to the packaging and / or the product is visible;

20.5. To demand that, in accordance with the procedure established by the current legislation, he would be compensated for damage caused by intentional or negligent actions of the Seller.

21. The buyer's duties:

21.1. To pay the Seller for the goods on time and in accordance with the procedure established in these Rules;

21.2. To accept the goods from the courier (when the goods are delivered by courier), to present an identity document when accepting the goods and to inspect the condition of the delivered product, assessing whether there are any damage to the goods;

21.3. When accepting the goods, sign the act of acceptance-transfer;

21.4. To inform the Seller about the change of contact details or any other circumstances that may affect the delivery of goods after confirming the order.

**22. The seller has the right to:**

22.1. Not to start proceeding the order until the Buyer has paid for the goods;

22.2. Unilaterally, after notifying the Buyer by e-mail, to change the delivery terms of the goods;

22.3. Cancel the order placed by the Buyer if the Buyer, in accordance with the procedure set out in the chapter IV of these Rules, does not accept the goods to be delivered and refunds the amount of money paid to the buyer for the goods;

22.4. Unilaterally change the prices of goods sold. Price changes do not apply to confirmed orders;

22.5. To request that, in accordance with the procedure established by the applicable legal acts, the Buyer would compensate the Seller for the damage caused by intentional or negligent actions of the Buyer.

**23. The Seller's duties are:**

23.1. The Seller undertakes to provide the Buyer with quality goods / services in accordance with the procedure established in these Rules;

23.2. To provide all the necessary information regarding the ordering, payment, delivery, return / exchange of goods / services and the terms of the warranty;

23.3. To cooperate with the Buyer in all issues related to the acquisition of goods / services, to solve problems that have arisen.

## **VI. RIGHT OF WITHDRAWAL FROM THE CONTRACT OF SALE**

24. The Buyer, a natural person (consumer), may, within a period of 14 days from the moment of receipt of the goods, without giving a reason, withdraw from the purchase and sale agreement concluded on the website and return the purchased goods to the Seller.

25. In order to withdraw from the concluded contract, the Buyer must provide the Seller with a duly completed model withdrawal form or a clear statement setting out his decision to withdraw from the contract. The withdrawal form is provided in Annex No. 1 to these Rules.

26. When returning the goods, the Buyer must provide the Seller with a document confirming the purchase of goods / services - a VAT invoice.
27. Returned quality goods must be:
- 27.1. Unused;
- 27.2. In original, unopened and undamaged packaging, with undamaged labels and protective seals untouched, etc. These requirements do not apply in the case of the return of a defective product.
- 27.3. Complete sets (if the item comes as a set).
28. The Seller has the right to refuse to accept the returned goods if they do not comply with the conditions set out in the 27.1.-27.3 paragraphs.
29. The expenses of returning the goods are covered by the Buyer. When returning the wrong product and / or defective product, the Seller is responsible for collecting such goods and replacing them with similar suitable goods.
30. The goods shall be returned to the address indicated on the Seller's website.
31. The Seller, having received the returned goods and having assessed their condition (quality), no later than within 14 days, returns to the Buyer the amount of money paid for the goods and reimburses the costs of delivery of the goods. The amount paid is refunded to the Buyer using the same method as the Buyer paid for the goods.
32. Withdrawal from the contract and return of goods shall not apply to contracts relating to:
- 32.1. For packed goods that have been unpacked after delivery and which are unsuitable for return for health or hygiene reasons;
- 32.2. For goods that, by their nature, are inextricably mixed up with other items after delivery.
33. The right to withdraw from the distance contract without giving a reason within 14 days does not apply to legal entities.

## **VII. RETURN/EXCHANGE OF GOODS**

34. The Buyer has the right to submit a complaint to the Seller regarding the damaged goods by submitting a request in the form to the Seller (Annex No. 2 to these Rules) and a document confirming the purchase of goods – a VAT invoice.
35. The application shall be submitted to the Seller by e-mail [info@purles.lv](mailto:info@purles.lv) .
36. When submitting a request, the Buyer must indicate:
- 36.1. General information:
- 36.1.1. Buyer's data: name, surname, address, phone number, bank account number (in case of a refund);
- 36.1.2. Data about the product: item name, quantity;
- 36.1.3. Data on the order: order number, VAT invoice number, date of receipt of the goods;
- 36.1.4. Data on the nature of the damage to the goods.

36.2. A claim to the Seller, which may be:

36.2.1. Replacement of the goods, or

36.2.2. Refund of money paid for the product.

37. The Buyer must, no later than within 14 days from the submission of the request, return the goods to the Seller for replacement or a refund.

38. The Seller, upon receipt of the buyer's request, assesses its validity and no later than within 14 days replaces the defective product with a quality one or returns the money paid by him to the Buyer for the product.

## **VIII. RETURN OF GOODS WHEN RECEIVED DAMAGED UPON DELIVERY**

39. In the event that the goods are delivered to the address specified by the Buyer, the Buyer must inspect the packaging of the product together with the courier at the time of delivery and assess whether the packaging is damaged.

40. Having noticed damage to the packaging, the Buyer notes this in the act of delivery of the parcel. The Buyer, together with the courier, inspects the goods in the package and, if any damage is found, does not accept the goods, the courier returns the goods to the Seller. The Seller shall, no later than within 14 days, send to the Buyer similar goods to the ones the Buyer had ordered.

40.1. In the event that the Seller does not have the goods in stock and their ordering and delivery to the Buyer may take more than 14 days, the Seller contacts the Buyer and agrees on a new delivery time for the goods. If the Buyer does not agree to the new delivery deadline of the goods, the Seller shall refund the money paid to the Buyer for the goods.

41. If the Buyer accepts the goods and signs in the act of delivery of the parcel, it is considered that the goods have been delivered of a good quality and intact.

## **IX. RESPONSIBILITY**

42. The Buyer is responsible for the accuracy of the data provided in the registration form and / or order. The Seller shall not be liable for late delivery of goods / services if the Buyer provides incorrect data.

43. The Seller is responsible for the goods until the moment of transfer of the goods to the Buyer. After the goods are handed over to the Buyer, the risk of accidental loss of the goods passes on to the Buyer.

44. The Seller is responsible for the delivery of goods of suitable quality to the Buyer within the time frame specified in the order.

45. The Seller shall not be liable for the fact that the goods presented in the Seller's online store do not correspond in color, shape or other parameters to the real size, shape and color of the goods due to the peculiarities of the equipment used by the Buyer (computer / phone / tablet).

46. If the Seller's website contains links to the websites of others, third parties, the Seller is not responsible for the correctness of the information that the Buyer sees by clicking on these links. Third parties are responsible for the correctness of the information provided by third parties.

47. Both Parties shall be liable for compensation for damages caused to the other Party.

## **X. EXEMPTION FROM LIABILITY**

48. A Party shall be exempted from liability for non-performance or improper performance of its obligations if it proves that these obligations could not be fulfilled due to "force majeure" (force majeure) circumstances that the Party could not have foreseen and could not have avoided or overcome.

49. A party who is unable to fulfil its obligations due to circumstances of "force majeure" must notify the other Party as soon as possible. It is also necessary to notify the circumstances of "force majeure" when the grounds for non-fulfillment of obligations disappear.

50. The grounds for exemption from liability arise from the moment of occurrence of the circumstances of "force majeure" upon presentation of all documents and evidence or, in the absence of timely notification, from the moment of notification. In the event of failure to notify in due time, the defaulting Party shall become liable for compensation for losses which would otherwise have been avoided.

## **XI. PROCESSING OF PERSONAL DATA**

51. By placing an order on the Seller's website or creating a personal account, the Buyer confirms that he has read these Rules and knows, understands and agrees that the Seller, for the purpose of order administration and communication with the Buyer, processes the following personal data of the Buyer:

51.1. Name and surname;

51.2. Address and delivery address of the goods (if they are different);

51.3. E-mail address;

51.4. Phone number;

51.5. Bank account number and other details necessary for payment for the goods.

52. The Parties undertake to comply with the requirements for the protection of personal data set out in Regulation (EU) 2016/679 of the European Parliament and of the Council and other legal acts regulating the protection of personal data.

53. The Seller undertakes to ensure the rights of the Buyer as a data subject, whose personal data are processed for the purposes of order execution and communication:

53.1. The right to know (be informed) about the processing of personal data;

53.2. The right to access personal data and how they are processed;

53.3. The right to request to correct, to specify or to add additional details in order to amend incorrect or incomplete personal data;

53.4. The right to withdraw consent to the processing of personal data at any time, without affecting the lawfulness of data processing based on consent until the withdrawal of consent;

53.5. The right to object to data processing;

53.6. The right to contact the Seller in all questions regarding the processing of personal data.

54. Personal data is processed and stored in accordance with the procedure established by the General Data Protection Regulation, the Law on Legal Protection of Personal Data of the Republic of Lithuania and other legal acts.

55. In order for the Buyer to exercise the above rights, the Seller's contact details are provided: [info@purles.lv](mailto:info@purles.lv)

56. Detailed information about the processing of personal data by the Seller, the rights of data subjects and their implementation is provided in the Privacy Policy approved by the Seller and posted on the website.

## **XII FINAL PROVISIONS**

57. These Rules shall apply from 31 March 2023.

58. The Seller has the right to unilaterally update these Rules. The updated version of the Rules is posted on the Seller's website.

59. The law of the Republic of Lithuania and the European Union shall apply to the relations arising from these Rules.

60. Disputes arising from the implementation of these Rules shall be settled by mutual negotiation between the Parties. In case of failure to reach an agreement, disputes shall be resolved in accordance with the procedure established by the legal acts of the Republic of Lithuania or the European Union.

61. If the Buyer, a natural person (consumer), does not agree with the response prepared by the Seller to the Buyer's claim / request, the Buyer may submit a complaint to the State Consumer Rights Protection Authority of his country. Also, the Buyer can fill in the application form on the electronic dispute resolution platform at the address <https://ec.europa.eu> .



**FORM OF WITHDRAWAL FROM THE DISTANCE CONTRACT OR FROM CONCLUDED  
OFF-PREMISES CONTRACT**

– **MB „Grožio ir sveikatos tarnyba“, Vingio g. 27, Dauparai, Klaipėdos r., Lithuania,  
info@purles.lv**

– I hereby inform that I am withdrawing from the contract of sale concluded at 20\_\_ year  
\_\_\_\_\_ month \_\_\_ day:

– **Date of receipt of purchased goods:**

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– **Items to be returned:**

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– **Purchase VAT invoice No:**

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– **Buyer's name & surname:**

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– **Buyer's address:**

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– **Buyer's signature** (required only if this form is provided as a hard copy):

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– **The date of completion of the document:**

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**REQUEST TO REPLACE THE ITEM OR RETURN THE FUNDS PAID FOR THE ITEM**

20\_\_ year \_\_\_\_\_ month \_\_\_\_\_ day

**Buyer**

Name, surname

E-mail address

Phone number

Bank account number

Name, surname of the account holder

**Order information**

Order number

Purchase VAT invoice number

Delivery date

I hereby inform that I am refusing the following purchased goods and undertake to, immediately, but not later than within 14 days from the date of sending this notice, to hand over the following goods to the seller in accordance with the procedure established in the rules for the return of goods of the online store.

Description of the returned goods (item name, quantity):

Item name	Quantity

**Reason for a refund (in detail):**

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**Request:**

- Please make an exchange to the identical item. In the case exchange is not possible, please return the money paid for the item.
- Please remit the funds paid for the item(s) to the bank account specified by me.
- I confirm that I am returning the item(s) in its original packaging.

The email address of the person responsible for data protection at MB "Grožio ir sveikatos tarnyba" is [info@purles.lv](mailto:info@purles.lv). The Buyer has the right to request permission to access his personal data, to correct it, in the cases provided by legal acts, to delete it, to restrict the processing of data. These rights can be exercised by contacting MB "Grožio ir sveikatos tarnyba" by e-mail. The buyer also has the right to lodge a complaint with a supervisory authority, in particular in the EU country of his residence, place of work or place where the alleged infringement occurred. In the Republic of Lithuania, the supervisory authority is the State Data Protection Inspectorate.

**By signing, I confirm that I have provided the information correctly, I am familiar with all the rules and warranty conditions of the <https://purles.lv/> store for the return of goods, and I have read and agree to the terms and conditions specified in them.**

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(Buyers name, surname and signature)