What is the right of withdrawal and in what cases can it be used?

1. The right to withdraw from the purchase contract, the procedure for returning and exchanging goods.

- 1.1. Right to withdraw from the purchase contract:
- 1. The Buyer, who is a consumer (natural person), has the right, without giving a reason, to withdraw from the purchase contract within 14 days by exercising the right of withdrawal, notifying the Seller thereof. The Buyer cannot exercise this right if the Buyer is not a consumer, as well as in the cases referred to in paragraph 22 of the Cabinet of Ministers Regulation No. 255 of 20 May 2014 "Regulations on Distance Contracts" and in paragraph 9.2 of the Purchase and Sale of Goods.
- 2. The Buyer shall notify the Buyer of the withdrawal from the purchase contract by filling out the sample withdrawal form (the withdrawal form can be downloaded in PDF format, WORD format). The withdrawal form must be sent to the e-mail info@lawood.lv. After receiving the Buyer's notification, the Seller sends a confirmation of receipt.
- 3. If the Buyer withdraws from the purchase contract before the goods have been delivered to him, the Buyer must inform the Seller of this using the <u>contact</u> <u>information</u> provided on the website. The Buyer's withdrawal is processed as a cancellation of the order.
- 4. If the Buyer withdraws from the purchase agreement after the goods have already been delivered or he has received them, the provisions of clause 9.14 of the Terms of Purchase and Sale of Goods shall apply.
- 5. The 14-day period for withdrawing from the purchase contract and exercising the right of withdrawal is calculated as follows:
- when the purchase contract is concluded from the day the Buyer or a person designated by him, excluding the carrier, receives the ordered goods;
- if the Buyer has ordered more than one item in one order and the items are delivered separately from the day the Buyer or a person designated by him, excluding the carrier, receives the last item;
- if the goods are delivered in separate lots or parts from the day on which the Buyer or a person designated by him, excluding the carrier, receives the last lot or part;
- if a contract is concluded for regular delivery of goods for a certain period from the day on which the Buyer or a person designated by him, excluding the carrier, receives the first goods;
- if the end of the period falls on an "official" holiday in the country, the right of withdrawal may be exercised until (and including) the business day following the end of the said period.

2. Consequences of exercising the right of withdrawal.

2.1. If the Buyer withdraws from the Contract, the Seller shall reimburse all money paid for the Goods, including delivery costs (except for additional costs incurred due to the Buyer choosing a delivery method other than the cheapest

standard delivery method offered by the Seller), without undue delay and in any event not later than 14 days from the date on which the Seller was informed of the Buyer's decision to withdraw from the Contract. If only part of the Goods is returned, delivery costs shall be reimbursed only if the remaining Goods of the same order, when purchased separately, would have been charged a lower rate than the rate applied when purchasing the Goods together with the Goods being returned, and only to the extent equal to the specified rate difference.

- 2.2. The Seller shall transfer the amounts to be refunded to the bank account specified in the Buyer's notice of withdrawal from the Contract or in the withdrawal form. In any case, no fees will be charged to the Buyer in connection with the refund.
- 2.3. The Seller has the right to withhold the refund of the amount to the Buyer until the Seller has received the Product.
- 2.4. The Buyer shall immediately, but no later than within 14 days after submitting or sending to the Seller the withdrawal form on exercising the right of withdrawal, return or hand over the Goods to the Seller at the office (Riga, Rītausmas Street 4a) or to a person authorized by the Seller to accept the Goods or by sending it to the address/parcel machine specified by the Seller. The deadline will be considered met if the Buyer hands over the Goods before the expiration of the 14-day period. The Buyer shall cover the **costs of returning the Goods**.
- 2.5. The Buyer is liable for any diminished value of the Product if the Product is used for a purpose other than to determine the nature, properties and operation of the Product during the exercise of the right of withdrawal. The Product may be used for testing purposes to the extent that it would be possible to do so at the Seller's office.

3. Procedure for handling complaints and out-of-court disputes.

3.1. Please submit a complaint about the availability or quality of goods electronically by sending it to the email address <u>info@lawood.lv</u> or in writing by sending it to the address Rītausmas iela 4a, Riga, LV-1058. The complaint will be reviewed within 7 business days from the date of receipt of the complaint, with a response sent to the contact address specified in the complaint.

If the complaint is found to be unfounded and you do not agree with the finding of the complaint as unfounded, you have the right to use the alternative dispute resolution options specified in regulatory enactments by submitting a written application to the Seller for out-of-court dispute resolution, indicating:

- 1. name, surname, contact information;
- 2. date of submission of the application;
- 3. the nature of the dispute, the claims and their justification.
- 3.2. Information about out-of-court dispute resolution options and out-of-court dispute resolution providers:
 - 1. Information about the **dispute resolution process**: https://www.ptac.gov.lv/en/dispute-resolution-process
 - 2. Information about the database of **out-of-court consumer dispute resolution providers:** https://www.ptac.gov.lv/en/out-court-consumer-dispute-database

3. Information on **Online Dispute Resolution (ODR)**: If there is a problem with a product purchased online, the customer can use the ODR platform to submit a complaint, which will be reviewed by an independent dispute resolution body: https://ec.europa.eu/consumers/odr/main/?event=main.home2.show

4. In which cases can you not exercise the right of withdrawal when concluding a distance contract?

- 4.1. When you receive the product, please make sure that it corresponds to the one ordered manufacturer, model, size, color and other important parameters. If you have chosen to receive the product by courier, in order to avoid misunderstandings, if you notice visible damage to the packaging, please ask the courier to record it on the delivery note. This will help determine whether the product was damaged during delivery. If the product has damaged packaging or it looks suspicious, you have the right not to accept the product at the time of delivery. Remember, when sending the product back, you must ensure that the packaging is such that the product cannot be damaged during transportation. To avoid misunderstandings, we recommend that you also insure the product when sending it back, otherwise you will be responsible for any damage to the product. 4.2. When concluding a distance contract, you cannot exercise the right of withdrawal:
 - 1. if you have purchased an audio or video recording or a computer program and opened its packaging;
 - 2. The product is perishable or will soon expire;
 - 3. The Product is manufactured according to the Buyer's instructions or the Product is clearly personalized (tailored to the Buyer's personal needs);
 - 4. if you have opened the packaging of the product, as well as if you have started using it, a product that cannot be returned due to health and hygiene reasons (such products as baby clothing, baby toys, baby care products, medical or surgical devices, shoes and clothing, underwear, socks and tights, perfumes, in-ear audio headphones, toothbrush, epilator, beard razor, beard/hair trimmer, hair straighteners, perfumery, cosmetics and body care products, and other similar products)
 - 5. Due to its properties, the product has become irreversibly mixed with other things after delivery;
 - 6. newspapers, periodicals or magazines are delivered, except if they are delivered under a subscription contract.

You can download the right of withdrawal here.

Effective from 09.11.2023