

Terms and Conditions for Using Latvijas Banka's Online Sales Platform and Entering into Transactions

1. General provisions

1. The "Terms and Conditions for Using Latvijas Banka's Online Sales Platform and Entering into Transactions" (hereinafter – the terms and conditions) set out the procedure whereby Latvijas Banka's online sales platform www.e-monetas.lv/en is used, the procedure whereby a contract for the purchase of the numismatic coins or the exchange of non-cash means of payment for uncirculated euro commemorative coins is concluded between Latvijas Banka and the customer via the sales platform, the terms and conditions of the respective contract and the procedure for its execution, the time limits and the procedure for exercising the customer's right of withdrawal as well as the rights and obligations of Latvijas Banka and the customer in the event of exercising the right of withdrawal.

2. The terms used in the terms and conditions:

2.1. uncirculated euro commemorative coins – uncirculated euro commemorative coins produced in circulation quality and not packed in a special (decorative) packaging;

2.2. exchange transaction – a transaction between the customer and Latvijas Banka for the exchange of non-cash means of payment for uncirculated euro commemorative coins;

2.3. transaction – an exchange transaction or a purchase transaction;

2.4. distance contract – a contract concluded between Latvijas Banka and the customer for the purchase of the numismatic coins or the exchange of non-cash means of payment for uncirculated euro commemorative coins;

2.5. packaging – a decorative packaging of the numismatic coins;

2.6. customer – a person acting in his/her legal capacity, placing an order and entering into a transaction via the sales platform;

2.7. Cashier's Offices – the Cashier's Offices of Latvijas Banka at Bezdzelīgu iela 3, Rīga;

2.8. commission fee – the commission fee of a certain type and amount stipulated in Latvijas Banka's regulation laying down the price list for charged services provided by Latvijas Banka, imposed on the relevant type of transaction and covering Latvijas Banka's expenses for providing the respective service;

2.9. coins – the numismatic coins and uncirculated euro commemorative coins;

2.10. numismatic coins – the numismatic coins and coin sets issued by Latvijas Banka and offered on the sales platform, i.e. Latvia's euro collector coins, lats collector coins, sets of such coins, euro commemorative coins and sets of euro circulation coins packed in a special packaging, lats precious metal circulation coins and sets of lats circulation coins. The certificate accompanying a numismatic coin and the capsule (if any) in which the numismatic coin is placed, the box or any other decorative packaging for a numismatic coin shall be deemed an integral part of the numismatic coin;

2.11. order – a set of activities implemented by the customer on the sales platform and approved according to the procedure established in the present terms and conditions, including the selection of coins and the type of delivery and the provision of information required for the delivery, to enter into a transaction with Latvijas Banka;

2.12. delivery expenses – the direct expenses related to the delivery of coins, including the insurance of the shipment, to the address indicated by the customer and incurred when using the service by the delivery service provider (courier);

2.13. purchase transaction – a transaction between the customer and Latvijas Banka for the purchase of the numismatic coins offered by Latvijas Banka;

2.14. sales platform – Latvijas Banka's online sales platform www.e-monetas.lv/en that operates as a system of remote transactions and ensures the placement of orders and entering into transactions.

3. The sales platform is managed by Latvijas Banka and the transactions offered therein are entered into by Latvijas Banka on its own behalf (legal address: K. Valdemāra iela 2A, Riga, LV-1050, registration No 90000158236). Latvijas Banka is registered with the Register of VAT Payers of the State Revenue Service of the Republic of Latvia with No LV90000158236 and shall apply the value added tax according to the European Union regulations.

4. Taking advantage of the possibilities of placing an order and making a payment offered on the sales platform, the customer may enter into a purchase or an exchange transaction with Latvijas Banka.

5. The distance contract shall be deemed concluded as of the moment when Latvijas Banka has received the payment for the transaction and has sent the confirmation of the conclusion of the distance contract referred to in Paragraph 29 of the present terms and conditions to the e-mail address indicated in the order by the customer. The distance contract shall be in force until it is fully executed.

6. The payment for the transaction shall comprise:

6.1. in case of a purchase transaction – the price of the numismatic coins, the commission fee and the delivery expenses (if specified for the type of the numismatic coin delivery selected by the customer);

6.2. in case of an exchange transaction – the total face value of uncirculated euro commemorative coins to be handed out for exchange, the commission fee and the delivery expenses (if specified for the type of delivery of uncirculated euro commemorative coins selected by the customer).

7. The customer shall have an obligation to familiarise himself/herself with the present terms and conditions before entering into a transaction via the sales platform. By entering into a transaction, the customer shall confirm that before the conclusion of the distance contract, he/she has familiarised himself/herself with the information on the coins and the present terms and conditions and that he/she complies with the present terms and conditions and the procedure for using the sales platform, including but not only the terms and conditions of the sales platform related to the procedure for placing orders and making payments, the settlement of the commission fee and delivery expenses, the procedure and time frame for delivering or receiving the coins, as well as shall confirm that he/she agrees with the terms and conditions without any objections.

8. By entering into a transaction via the sales platform, the customer (other than a legal person) shall confirm that he/she has familiarised himself/herself with the sample withdrawal form and information on the right of withdrawal, the conditions, the time limits and the procedure for using them.

9. Latvijas Banka shall have the right to unilaterally amend the terms and conditions without prior notice. The amended regulation shall be published on the sales platform.

10. The transaction entered into by the customer shall be subject to the version of the terms and conditions effective at the moment of concluding the distance contract.

11. Latvijas Banka shall not assume any responsibility for any expenses and losses incurred by the customer while using the sales platform.

2. Price of the numismatic coins, value of an exchange transaction and the payment procedure

12. The sales platform shall specify the final price of the numismatic coins, including the value added tax rate applicable to it if the place of delivery of the numismatic coins is in the Republic of Latvia. The price of the numismatic coins shall not comprise the commission fee, the delivery expenses and the expenses related to the payment for the purchase (e.g. the commission fee for servicing the payment stipulated by the credit institution) that can be applied to the customer by the payment service provider in line with the type of the payment for the purchase selected by the customer.

13. If the customer is not registered as a value added tax payer in a Member State of the European Union and the place of delivery of the numismatic coins is outside Latvia in another Member State of the European Union, the price of the numismatic coins indicated on the sales platform shall be recalculated by applying the value added tax rate of the respective European Union Member State to which the delivery takes place.

14. The price of the numismatic coins indicated on the sales platform shall be recalculated by applying the value added tax rate of 0% if:

14.1. the customer is registered as a value added tax payer in a Member State of the European Union and the place of delivery is outside Latvia in another Member State of the European Union;

14.2. the customer is from a third country and the place of delivery is outside the territory of the European Union.

15. The sales platform shall indicate the value of an exchange transaction that corresponds to the total face value of uncirculated euro commemorative coins to be offered to the customer for exchange. The value of an exchange transaction shall not comprise the commission fee, the delivery expenses and the expenses related to the payment (e.g. the commission fee for servicing the payment stipulated by the credit institution) that can be applied to the customer by the payment service provider in line with the type of payment selected by the customer.

16. Latvijas Banka shall have the right to unilaterally change the supply and prices of the numismatic coins as well as to offer discounts on them without prior notice. The numismatic coins shall be sold at prices effective at the moment of concluding the distance contract.

17. Latvijas Banka shall have the right to unilaterally change the offer to exchange non-cash means of payment for uncirculated euro commemorative coins, including the components of the payment for the exchange transaction, without prior notice. An exchange transaction shall be conducted according to the value of the payment for the

exchange transaction effective at the moment of concluding the distance contract. No types of discounts shall be applied to exchange transactions.

18. Latvijas Banka shall have the right to set a quantity limit, i.e. the maximum number of numismatic coins per purchase transaction, and an amount limit per purchase transaction, other sales exceptions and conditions (hereinafter – the restrictions) as well as to unilaterally change all restrictions without prior notice. The maximum amount per purchase transaction, including the delivery expenses, shall be set at EUR 1000.00 (one thousand euro), except for any restrictions specified.

19. Latvijas Banka shall have the right to set the type of uncirculated euro commemorative coin units offered for exchange (one or more coins or a coin roll) and their number, the amount limit of uncirculated euro commemorative coins to be handed out per exchange transaction and other restrictions as well as to unilaterally change all restrictions without prior notice.

20. In addition to the payment for the coins, the customer shall also pay the commission fee and cover the delivery expenses, if any specified for the type of coin delivery selected by the customer.

21. By confirming the order on the sales platform, the customer shall agree to the amount of the payment transaction indicated therein as well as to the payment procedure.

22. The customer shall have an obligation to cover Latvijas Banka's costs for the delivery of the coins also in the event that the coins are not delivered (handed over) to the customer due to his/her fault (including his/her failure to arrive at the agreed place and/or time) as well as the recurring delivery costs if the parties have agreed to such costs.

23. The payment for the transaction shall be made after the confirmation of the order and the type of coin delivery.

24. Latvijas Banka shall have the right to set time limits within which the payment for the transaction is to be made after the customer has confirmed the order. If such time limits have been set, the information on the time frame within which the payment for the transaction is to be made shall be indicated on the sales platform and if the customer fails to make a payment for the transaction by the deadline specified on the sales platform, the customer shall be deemed to have refused from the selected coins and the conclusion of the distance contract.

25. The payment for the transaction may only be made using the non-cash means of payment available on the sales platform.

26. Latvijas Banka shall have the right to refuse to execute the transaction by giving a notice to the customer on the sales platform to this effect if the selected coins are no longer available or are not available in the quantity the customer wants to buy or obtain them through exchange in the time period from the moment of confirming the order to that of making a payment for the transaction as well as if it is not possible to process the order placed on the sales platform due to technical reasons.

27. Documentary proof of payment shall confirm the payment for the transaction. The day when the payment made by the customer has been received on the current account of Latvijas Banka shall be deemed to be the day of payment.

3. Placing the order and delivery

28. To make a transaction on the sales platform, the customer shall add the selected coins to the list created on the sales platform, select the type of delivery of coins and indicate the information required for the delivery of the selected coins. If the customer is registered as a value added tax payer in a Member State of the European Union, the customer shall indicate the respective information in the corresponding step of placing the order.

29. Following the completion of the activities referred to in Paragraph 28 of the present terms and conditions, the customer shall confirm the order and pay for the transaction.

30. Following the confirmation of the customer's order and the receipt of payment, Latvijas Banka shall send a confirmation of the conclusion of the distance contract to the e-mail address indicated by the customer, providing information on the transaction concluded (hereinafter – the confirmation). The payment confirmation sent to the customer's e-mail address by the third party (for example, the provider of a payment service) shall not be considered the confirmation within the meaning of the present terms and conditions, and it also does not confirm the conclusion of the distance contract.

31. The customer shall have an obligation to verify the information specified in the order and the confirmation received from Latvijas Banka. In case of inconsistencies of information, the customer shall immediately inform Latvijas Banka via the e-mail address monetas@bank.lv of the sales platform.

32. The coins shall be delivered to the customer by way of delivery chosen by the customer after the payment for the transaction has been received on the current account of Latvijas Banka.

33. The coin delivery (according to the type of delivery specified in the order confirmed by the customer) may be carried out as follows:

33.1 by picking up the coins at the Cashier's Offices. By selecting this type of delivery, the customer shall be given the opportunity to receive the coins as of the 3rd (third) working day from the date of receipt of the confirmation until the 20th (twentieth) working day from the date of receipt of the confirmation. When picking up the coins, the receiver of them shall have an obligation to present the order number and the following documents:

33.1.1 in case of a natural person – a personal identity document;

33.1.2 in case of a legal person – a personal identity document of its representative and a document confirming that he/she is authorised to represent the legal person;

33.2 by using the services by the delivery service provider (courier) which are indicated on the sales platform and which provide for the delivery of the coins to the address in the Republic of Latvia specified by the customer within 8 (eight) working days from the date of placing the order or the delivery of the numismatic coins to the address

abroad specified by the customer within 10 (ten) working days from the date of placing the order. In addition, Latvijas Banka shall e-mail a notification informing that the shipment of the coins is ready for dispatch to the customer 1 (one) working day before the planned delivery date of the coins in the Republic of Latvia. When picking up the coins, their receiver shall have an obligation to present a personal identity document and the order number, while in case of a legal person – a personal identity document of its representative and a document confirming that he/she is authorised to represent the legal person.

34. Latvijas Banka shall have the right to specify a longer period of the delivery or handover of the coins than that specified in Paragraphs 33.1 and 33.2 of the present terms and conditions, if a coin offered on the sales platform for the first time is ordered or if the processing and delivery (handover) of the coin orders require extra time due to the growing quantity of the ordered coins. Latvijas Banka shall have the right to set different time limits for picking up the numismatic coins and uncirculated euro commemorative coins at the Cashier's Offices to smooth out the customer flow on the premises. Information on the expected delivery (pickup) date of the coins shall be provided on the sales platform, and it shall be made available to the customer prior to placing an order and making a payment for it.

35. Upon mutual agreement between the customer and Latvijas Banka, the delivery of the coins or their pickup at the Cashier's Offices may be carried out on a different date.

36. Where, due to extraordinary circumstances, Latvijas Banka has to change the time limits for the delivery of the coins or their pickup at the Cashier's Offices, Latvijas Banka shall inform the customer thereof no later than within 2 (two) working days from the date of the occurrence of the respective extraordinary circumstances or where notifying the customer, within the above period, is impossible due to objective reasons, it shall be done at the earliest opportunity.

37. The customer shall have an obligation to be reachable via the e-mail address and/or the phone number indicated in the order to agree on the delivery details (date, place) and other issues related to the delivery of the coins with the delivery service provider (courier).

38. The delivery (handover) of the coins according to the order shall be deemed to be made and the order (distance contract) – to be completed if the ordered coins are handed over to the customer or his/her authorised person at the time and place agreed with the customer. The delivery (handover) of the coins shall be confirmed by a document signed by the customer to the effect that the coins have been received. When accepting the numismatic coins, the customer shall have an obligation to verify the quality of the numismatic coins, their certificates and packaging. By signing a document confirming the receipt of the numismatic coins, the customer shall acknowledge that the delivered numismatic coins, their certificates and packaging are of good quality (including without any damages and defects). If the customer establishes that the numismatic coins, their certificates or packaging are damaged or defective at the moment of accepting the numismatic coins, the customer shall not accept the numismatic coins and shall inform Latvijas Banka to this effect.

39. Latvijas Banka shall have the right, without reimbursing the customer for the losses, to unilaterally withdraw from the distance contract (execution of the order) by sending a respective notification to the e-mail address indicated in the customer's order in the following cases:

39.1 the delivery (or handover) of the coins cannot be carried out according to the type of delivery indicated in the order in line with the procedure and within the time limit specified in the present terms and conditions due to the customer's fault or due to conditions under control of the customer, including if the customer has failed to pick up the coins at the Cashier's Offices within the time limit prescribed by the present terms and conditions or if the delivery, using the services by the delivery service provider (courier), to the address indicated by the customer has not been carried out (including if an agreement on the details of the coin delivery (time, place) has not been reached with the customer within the time limit specified in the present terms and conditions), if the customer or his/her authorised person fails to arrive at the agreed time and/or place of delivery or if it is not possible to identify the customer or verify the authorisation of the customer's authorised person;

39.2 the price of the numismatic coins or the value of uncirculated euro commemorative coins has been incorrectly stated on the sales platform (it does not correspond to the price of the numismatic coins stipulated in the price list for charged services provided by Latvijas Banka or to the face value of uncirculated euro commemorative coins) due to technical reasons.

40. If Latvijas Banka unilaterally withdraws from the distance contract (completion of the order), Latvijas Banka shall repay the customer the payment for the transaction received from him/her within 10 (ten) working days of sending the notification on unilateral withdrawal from the distance contract to the customer. If Latvijas Banka unilaterally withdraws from the distance contract (completion of the order) in the case referred to in Paragraph 39.1 of the present terms and conditions and, according to the customer's choice, the delivery is to be carried out, using the delivery service provider (courier), Latvijas Banka shall repay the customer the payment for the transaction received from him/her by deducting the commission fee and delivery expenses from it.

4. Use and quality of the coins

41. The depiction of the coins on the sales platform shall be only informative, and their real appearance may differ from the picture displayed on the sales platform.

42. The customer's application for the production defects of the numismatic coins shall be accepted and examined in accordance with the requirements and procedure laid down in Latvijas Banka's regulations establishing the submission, acceptance, identification and replacement of banknotes and coins at Latvijas Banka.

43. With regard to uncirculated euro commemorative coins handed out to the customer during an exchange transaction, Latvijas Banka shall guarantee their compliance with the function of legal tender, including the replacement of the respective coins with euro coins or banknotes at the Cashier's Offices at the customer's request in accordance with the requirements and procedure laid down in Latvijas Banka's regulations establishing the submission, acceptance, identification and replacement of banknotes and coins at Latvijas Banka. No other guarantees (e.g. in relation to such production defects or quality shortcomings that do not affect the compliance of the respective coins with the

function of legal tender) in relation to uncirculated euro commemorative coins handed over for replacement shall be provided by Latvijas Banka.

5. Liabilities of the parties and other provisions

44. The customer shall be responsible for the provision of precise and complete information when proceeding with the order and making a payment for it.

45. The disputes and disagreements shall be resolved by way of mutual negotiations. If the disputes and disagreements cannot be resolved by way of negotiations, the customer, when stating his/her objections, may submit a written application to Latvijas Banka by post to the address: K. Valdemāra iela 2A, Rīga, LV-1050 or by e-mail to: monetas@bank.lv. Latvijas Banka shall provide a reply to the customer's application no later than within 15 (fifteen) working days.

46. If the parties fail to negotiate a dispute solution, the dispute shall be resolved in accordance with the procedure prescribed by the legislative acts of the Republic of Latvia.

47. The customer shall be responsible for the decrease in the value of the numismatic coins. The value of a numismatic coin shall also be reduced in the event that the numismatic coin is taken out of the capsule or its certificate or packaging is damaged or lost.

48. The customer shall agree to transfer his/her natural person data indicated in the order and/or obtained via the sales platform for the processing for the purposes of fulfilling the order (distance contract) including by transferring them to third persons to ensure the delivery, payment processing, development of customer databases and compilation of statistics.

49. When making purchases via the sales platform, the customer may agree to receive Latvijas Banka's information notices on the coins offered by Latvijas Banka that are sent to the e-mail address indicated by the customer or in the form of a mobile phone text message. The customer may refuse from receiving further information notices on the coins offered by Latvijas Banka via the sales platform.

50. The sales platform shall use cookies. When using the sales platform, the customer shall agree to use cookies for high performance and/or analytical purposes.

51. For communication with the customer, Latvijas Banka shall use the e-mail address and/or the mobile phone number indicated by the customer at the moment of placing the order.

52. To further identify the parameters of the coins or specify issues related to their ordering, payment and delivery or the exercise of the right of withdrawal and returns, the customer may contact Latvijas Banka by phone (+371 67022722) or by email to: monetas@bank.lv.

6. Exercise of the right of withdrawal

53. In the case of a purchase transaction, the customer other than a legal person shall have the right to exercise the right of withdrawal and to withdraw from the distance contract within 14 (fourteen) days from the day when the customer or his/her authorised person has taken possession of the numismatic coins (received them at the Cashier's Offices or by courier).

54. In the case of an exchange transaction, the customer shall have no right to exercise the right of withdrawal and to withdraw from the distance contract after the receipt of the uncirculated euro commemorative coins handed over for exchange. The customer other than a legal person shall have the right to exercise the right of withdrawal and to withdraw from the distance contract concluded during an exchange transaction in the period from the day of receiving the confirmation to the moment of receiving uncirculated euro commemorative coins (receiving them at the Cashier's Offices or by courier) or the day when the time limit for receiving uncirculated euro commemorative coins at the Cashier's Offices specified by Latvijas Banka expires, whichever occurs first.

55. Prior to the end of the withdrawal period, the customer shall inform Latvijas Banka about his/her decision to withdraw from the distance contract by submitting a filled in withdrawal form to it (available on the sales platform) or a notification of the exercise of the right of withdrawal (hereinafter jointly referred to as the withdrawal notice). The time limit shall be deemed to be observed if the customer sends the withdrawal notice to Latvijas Banka prior to the end of the withdrawal period. The customer shall have an obligation to prove the exercise of the right of withdrawal.

56. Latvijas Banka shall also give the customer the opportunity to fill in and submit the withdrawal notice in electronic form by e-mailing it to Latvijas Banka to monetas@bank.lv. Latvijas Banka shall immediately notify the customer of the receipt of the withdrawal notice by e-mail.

57. If the customer exercises the right of withdrawal, the customer shall have an obligation to return all the numismatic coins received under the distance contract to Latvijas Banka, including their certificates and packaging, in accordance with the present terms and conditions and the effective legislative acts without undue delay, but no later than within 14 (fourteen) days from the day on which the customer has notified Latvijas Banka of his/her decision to withdraw from the distance contract. The withdrawal period shall be deemed to be observed only in the event that the numismatic coins are returned prior to the end of the period of 14 (fourteen) days referred to in this Paragraph. If the numismatic coins are not returned within the period of 14 (fourteen) days referred to in this Paragraph, it shall be considered that the customer has not exercised the right of withdrawal.

58. The customer shall cover all the costs related to the returning of the numismatic coins.

59. Latvijas Banka shall repay the customer the amount of money, including the commission fee and delivery expenses (if any), without undue delay, but no later than within 14 (fourteen) days from the day when Latvijas Banka has received information on the customer's decision to withdraw from the distance contract. Latvijas Banka shall repay the amount of money, using the same type of payment instrument as used by the

customer. Latvijas Banka shall not compensate the customer for the costs incurred as a result of making a payment for the transaction (e.g. the commission fee for servicing the payment established by the credit institution) and paid to the payment service provider according to the type of payment selected by the customer.

60. If the customer has explicitly expressed his/her wish to use the type of delivery of coins that is not the cheapest standard type of delivery offered by Latvijas Banka, Latvijas Banka shall have no obligation to repay the customer additional delivery costs.

61. Latvijas Banka shall have the right to suspend the repayment of the amount of money paid by the customer under the distance contract until the moment when Latvijas Banka has received the numismatic coins back.

62. If the right of withdrawal is exercised, the customer shall be responsible for the preservation of the value of the numismatic coins received under the distance contract until the moment when they are returned to Latvijas Banka.

63. Latvijas Banka shall visually check the returned numismatic coins and the condition of their certificates and packaging at the moment of receiving the numismatic coins back. If a damage or shortcoming in the certificates or packaging of the numismatic coins is identified at the moment of receiving them back, Latvijas Banka shall draw up a statement and inform the customer to this effect. If a damage to the numismatic coins including to their capsules (if any) is identified at the moment of receiving them back, they shall be accepted for identification on the basis of the customer's application.