

The general provisions

1. The "Terms and Conditions for Using Latvijas Banka's Online Sales Platform and Making Purchases" (hereinafter, the terms and conditions) set out the procedure whereby Latvijas Banka's online sales platform www.emonetas.lv (hereinafter, the sales platform) is used, the procedure whereby a purchase contract on the purchase of numismatic coins, using the online sales platform, is concluded between Latvijas Banka and the buyer (hereinafter, the distance contract), the terms and conditions of the distance contract and the procedure for its execution, the time limits and the procedure for using the buyer's right of withdrawal as well as the rights and obligations of Latvijas Banka and the buyer in the event of using the right of withdrawal.
2. The sales platform shall enable the buyer to familiarise himself/herself with the numismatic coins offered by the seller and to place orders and make payments for them.
2. The sales platform is managed by Latvijas Banka and the sales agreements are concluded by Latvijas Banka (legal address: K. Valdemāra iela 2A, Rīga 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/the SRS Register of VAT Payers/the SRS VAT Payer Register with No. LV90000158236) and shall apply the value added tax according to the European Union regulations.
3. A person acting in his/her legal capacity and purchasing numismatic coins via the sales platform shall be deemed to be the buyer in the meaning of the present terms and conditions.
4. The numismatic coins and coin sets offered on the sales platform shall be deemed to be the numismatic coins in the meaning of the present terms and conditions. The certificate accompanying a numismatic coin and the capsule (if any) in which the numismatic coin is placed and the box or any other decorative numismatic coin packaging (hereinafter, the packaging) shall be deemed to be an integral part of the numismatic coins.
4. The distance contract shall be deemed to be concluded as of the moment when Latvijas Banka has received the payment for the numismatic coins selected via the sales platform and has sent the confirmation of the conclusion of the distance contract referred to in Article 29 of the Regulation to the e-mail address indicated by the customer. The distance contract shall be in force until its fulfilment/until it is executed in full.
7. The buyer shall have an obligation to familiarise himself/herself with the present terms and conditions prior to making a purchase via the sales platform. By making a purchase, the buyer shall confirm that before the conclusion of the purchase contract, he/she has familiarised himself/herself with the information on numismatic coins and the present terms and conditions and that he/she complies with these terms and conditions and the procedure for using the sales platform including but not limited to the terms and conditions of the sales platform related to the procedure for placing numismatic coin orders and making payments, the payment for the packaging and delivery expenses, the procedure and time limits for delivering the numismatic coins as well as shall confirm that he/she agrees with the terms and conditions without any objections.
8. By making a purchase via the sales platform, the buyer (other than a legal person) shall confirm that he/she has familiarised himself/herself with the sample withdrawal form, information on the right of withdrawal and the conditions, the time limits and the procedure for using them.

9. The seller shall have the right to unilaterally amend the terms and conditions without prior notice. The amended wording shall be published on the sales platform.
10. The purchase of numismatic coins made by the buyer shall be subject to the version of the terms and conditions effective at the moment of entering into the purchase contract.
11. The seller shall not assume any responsibility for any expenses and losses incurred by the buyer while using the sales platform.

The price of the numismatic coins and the payment procedure

12. The sales platform shall specify the final price of the numismatic coins including the value added tax applicable in the Republic of Latvia within the statutory limits. The price of the numismatic coins shall not comprise the expenses related to the packaging and delivery of the numismatic coins.
 - 12.¹ If the buyer/customer is not registered as a value added tax payer within the European Union/in a Member State of the European Union and the place of delivery of numismatic coins is outside the Republic of Latvia in another country/Member State of the European Union, the price of the numismatic coins indicated in the sales platform shall be recalculated by applying the (respective) value added tax rate of the respective European Union country/Member State to which the delivery takes place.
 - 12.² The price of the numismatic coins indicated in the sales platform shall be recalculated by applying the value added tax rate of 0% if:
 - 12.²¹ the buyer/customer is registered as a value added tax payer in the European Union/in a Member State of the European Union and the place of delivery is outside the Republic of Latvia in another Member State of the European Union;
 - 12.²² the buyer/customer is from a third country and the place of delivery is outside the territory of the European Union.
13. The seller 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 entering into the distance contract.
14. The seller shall have the right to set a quantity limit per purchase, i.e. the maximum number of numismatic coins per purchase, and an amount limit per purchase transaction, other trading 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 1 000.00 (one thousand euro), except for any restrictions specified.
15. In addition to the payment for the numismatic coins, the buyer shall also cover the expenses related to the packaging and delivery of the numismatic coins (if any specified for the type of numismatic coin delivery selected by the buyer) in the amount stipulated by the seller.
16. By confirming the order on the sales platform, the buyer shall agree to the price of the numismatic coins indicated therein and the amount of the expenses related to the packaging and delivery of the numismatic coins (if any specified for the type of numismatic coin delivery selected by the buyer) as well as to the payment procedure.

17. The buyer shall have an obligation to cover the seller's costs for the delivery of the numismatic coins in the amount of the price of the delivery service also in the event that the numismatic coins are not delivered (handed over) to the buyer 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.
18. The payment for the numismatic coins selected by the buyer and their packaging and delivery expenses (if any specified for the type of numismatic coin delivery selected by the buyer) shall be made after the numismatic coin order and the type of their delivery have been confirmed.
19. The seller shall have the right to set time limits within which a payment for the numismatic coins selected by the buyer and their packaging and delivery expenses is to be made after the buyer has confirmed the numismatic coin order. If such time limits have been set, the information on the time period within which a payment is to be made shall be indicated on the sales platform and, if the buyer fails to make a payment by the deadline specified on the sales platform, the buyer shall be deemed to have refused from the selected numismatic coins and the conclusion of the distance contract.
20. The payment for the numismatic coins and their packaging and delivery costs may be made only using any of the following non-cash payment methods:
 - 20.1 via internet bank;
 - 20.2 using VISA, VISA Electron, MasterCard or Maestro payment cards.
21. The seller shall have the right to refuse to sell the numismatic coins by giving a notice to the buyer on the sales platform to this effect if the selected numismatic coins are no longer available or are not available in the quantity the buyer needs in the time period from the moment of confirming the numismatic coin order to that of making a payment as well as if it is not possible to process the numismatic coin order placed on the sales platform due to technical reasons.
22. The payment for the numismatic coins and their packaging and delivery expenses shall be confirmed by a proof of payment. The day when a payment made by the buyer has been received in the seller's settlement account shall be deemed to be the day of payment.

The ordering and delivery of the numismatic coins

23. To make a purchase of numismatic coins on the sales platform, the buyer shall add the selected numismatic coins to the list of purchase of numismatic coins created on the sales platform, select the type of delivery of numismatic coins and indicate the information required for the delivery of the selected numismatic coins. If the buyer/customer is registered as a value added tax payer within the European Union/in a Member State of the European Union, the buyer/customer shall indicate the respective information in the corresponding step of placing the order.
24. The buyer shall confirm his/her order and make a payment after all selected numismatic coins have been added to the list and the type of delivery of numismatic coins and the information required for the delivery of the numismatic coins have been indicated.

25. Following the confirmation of the buyer's order and the receipt of payment, the seller shall send a confirmation of the conclusion of the distance contract to the e-mail address indicated by the buyer, providing information on the purchase made and its delivery (hereinafter, the confirmation).
26. The buyer shall have an obligation to verify the information specified in the order and the confirmation received from the seller. In case of inconsistencies of information, the buyer shall immediately inform the seller via the e-mail address monetas@bank.lv of the sales platform.
27. The numismatic coins shall be delivered to the buyer by way of delivery selected by the buyer after a payment for the numismatic coins and their packaging and delivery expenses (if any specified for the type of the numismatic coin delivery selected by the buyer) has been received in the seller's settlement account.
28. The delivery of the numismatic coins (according to the type of delivery specified in the buyer's order) may be carried out as follows:
 - 28.1 by picking up the numismatic coins at the seller's Cashier's Offices at K. Valdemāra iela 1B in Riga (hereinafter, the Cashier's Office). By selecting this type of delivery, the buyer shall be given the opportunity to receive the numismatic 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 numismatic coins, the receiver of them shall have an obligation to present the order number and the following documents:
 - 28.1.1 in case of a natural person – an identity document;
 - 28.1.2 in case of a legal person – an identity document of its representative and a document confirming that he/she is authorised to represent the legal person;
 - 28.2 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 numismatic coins to the address in the Republic of Latvia specified by the buyer within 8 (eight) working days from the date of placing the order and abroad – within 10 (ten) working days from the date of placing the order. In addition, the seller shall e-mail a notification informing that the shipment of the numismatic coins is ready for dispatch to the buyer 1 (one) working day before the planned delivery date of the numismatic coins in the Republic of Latvia. When picking up the numismatic coins, their receiver shall have an obligation to present an identity document and the order number, while in case of a legal person – an identity document of its representative and a document confirming that he/she is authorised to represent the legal person.
29. The seller shall have the right to specify a longer period of delivery of the numismatic coins than that specified in Paragraph 28.2 of the present terms and conditions, providing the delivery of the numismatic coins within 14 (fourteen) days from the date of sending the confirmation to the buyer, if a numismatic coin offered on the sales platform for the first time is ordered or if the processing and delivery of the numismatic coin orders require extra time due to the growing quantity of the ordered numismatic coins. Information on the expected delivery date of the numismatic coins shall be provided on the sales platform, and it shall be made available to the buyer prior to placing an order and making a payment for it.
30. Upon mutual agreement between the buyer and the seller, the delivery of the numismatic coins may be carried out on a different delivery date.

31. The buyer 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 numismatic coins with the delivery service provider (courier).
32. The delivery of the numismatic coins according to the order shall be deemed to be carried out and the order (distance contract) – to be executed if the ordered numismatic coins are handed over to the buyer or its authorised person at the time and place agreed with the buyer. The delivery and receipt of the numismatic coins shall be confirmed by a document signed by the buyer to the effect that the numismatic coins have been received. When accepting the numismatic coins, the buyer shall have an obligation to verify the quality of the numismatic coins, their certificate and packaging. By signing a document confirming the receipt of the numismatic coins, the buyer shall acknowledge that the delivered numismatic coins, their certificate and packaging are of good quality (including without any damages and defects). If the buyer establishes that the numismatic coins, their certificate and packaging are damaged or defective at the moment of accepting the numismatic coins, the buyer shall not accept the numismatic coins and shall inform the seller to this effect.
33. The seller shall have the right, without reimbursing the buyer 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 buyer's numismatic coin order in the following cases:
- 33.1 the delivery of the numismatic 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 buyer's fault or due to conditions under control of the buyer including if the buyer has failed to pick up the numismatic coins at the Cashier's Offices of the seller within the time limit prescribed by the terms and conditions or if the delivery, using the delivery service provider (courier), to the address indicated by the buyer has not been carried out (including if an agreement on the details of the numismatic coin delivery (time, place) has not been reached with the buyer within the time limit specified in the present terms and conditions), if the buyer or its authorised person fails to arrive at the agreed time and/or place of delivery or if it is not possible to identify the buyer or verify the authorisation of the buyer's authorised person;
- 33.2 the price of the numismatic coins has been incorrectly stated on the sales platform (it does not correspond to the actual price of the numismatic coins) due to technical reasons.
34. If the seller unilaterally withdraws from the distance contract (completion of the order), the seller shall repay the buyer the payment for the purchase received from him/her within 10 (ten) working days of sending the notification on the unilateral withdrawal from the distance contract to the buyer. If the seller unilaterally withdraws from the distance contract (completion of the order) in the case referred to in Paragraph 33.1 and, according to the buyer's choice, the delivery is to be carried out, using the delivery service provider (courier), the seller shall repay the buyer the payment for the purchase received from him/her by deducting the packaging and delivery expenses from it.

The use and quality of the numismatic coins

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

36. The buyer's claims for the manufacturing defects of the numismatic coins shall be accepted at the Cashier's Office of the seller on the basis of the buyer's application.

The liabilities of the parties and other provisions

37. The buyer shall be responsible for the provision of precise and complete information when proceeding with the numismatic coin order and making a payment for it.

38. 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 buyer, when stating his/her objections, may submit a written application to the seller by post to the address: K. Valdemāra iela 2A, Rīga, LV-1050, or by e-mail to: monetas@bank.lv. The seller shall provide a reply to the buyer's application no later than within 15 (fifteen) working days.

39. 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.

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

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

42. When making purchases via the sales platform, the buyer may agree to receive the seller's commercial notices sent to the e-mail address indicated by the buyer or by an SMS to the mobile phone number. The buyer may refuse from further receipt of commercial notices on the sales platform.

43. Cookies shall be used on the sales platform. When using the sales platform, the buyer shall agree to the use of cookies for high performance and/or analytical purposes.

44. For communication with the buyer, the seller shall use the e-mail address and/or the mobile phone number indicated by the buyer at the moment of placing the order.

45. To further identify the parameters of the numismatic coins or specify issues related to their ordering, payment and delivery or the exercise of the right of withdrawal and returns, the buyer may contact the seller by phone (+371 67022722) or by e-mail to: monetas@bank.lv.

The exercise of the right of withdrawal

46. The buyer (other than a legal person) shall be entitled to exercise the right of withdrawal and to withdraw from the distance contract within 14 (fourteen) days from the date when the buyer or his/her authorised person has taken possession of the numismatic coins (picked them up at the Cashier's Office of the seller or received them by courier).

47. Prior to expiry of the withdrawal period, the buyer shall inform the seller about his/her decision to withdraw from the distance contract by submitting a completed withdrawal form to the seller (available on the sales platform) or a notice on the exercise of the right of withdrawal (hereinafter, the notice of withdrawal). The period shall be deemed to be

observed if the buyer sends the notice of withdrawal to the seller prior to expiry of the withdrawal period. The buyer shall have an obligation to prove the exercise of the right of withdrawal.

48. The seller shall give the buyer the opportunity to complete and submit the notice of withdrawal also in electronic form by e-mailing it to: monetas@bank.lv. The seller shall immediately notify the buyer of the receipt of the notice of withdrawal by e-mail.
49. If the buyer exercises the right of withdrawal, the buyer shall have an obligation to return all numismatic coins received under the distance contract to the seller including their certificates and packagings in accordance with the present terms and conditions and the effective legislation without undue delay, but no later than within 14 (fourteen) days from the date on which the buyer has notified the seller 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 expiry 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 deemed that the buyer has not exercised the right of withdrawal.
50. The buyer shall cover all costs related to returns of the numismatic coins.
51. The seller shall repay the buyer the amount of money including the packaging and delivery expenses (if any) without undue delay, but no later than within 14 (fourteen) days from the date when the seller has received information on the buyer's decision to withdraw from the distance contract. The seller shall repay the amount of money, using a payment instrument of the same type as the one used by the buyer.
52. If the buyer has clearly expressed the wish to use a type of delivery of numismatic coins that is not the cheapest standard type of delivery offered by the seller, the seller shall have no obligation to repay the buyer additional costs of delivery.
53. The seller shall have the right to suspend the repayment of the amount of money paid by the buyer under the distance contract until the moment when the seller has received the numismatic coins back.
54. If the right of withdrawal is exercised, the buyer shall be responsible for the preservation of the value of the numismatic coins received under the distance contract until the moment they are handed over back to the seller.
55. The seller 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 numismatic coins, their certificates or packaging is identified at the moment of receiving them back, the seller shall draw up a document and inform the buyer to this effect. If a damage to the numismatic coins including their capsules (if any) is identified at the moment of receiving the numismatic coins back, they shall be accepted for examination on the basis of the buyer's application.