

TERMS & CONDITIONS OF USE FOR THE WEBSITE WWW.DTS.LV

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Hereinafter, the website DTS.LV shall be referred to as **DTS.LV**, the Limited Liability Company "DTS," registration number 40003695808, as **DTS**, and the user of the website DTS.LV as **The User**. Furthermore, DTS and the User shall collectively be referred to as **The Parties**, and individually as a **Party**.

1. GENERAL TERMS

1.1. These terms define the rules and procedures for using DTS.LV. By accessing and using DTS.LV, the User unconditionally agrees to these terms without any limitations or objections. The User is obligated to use DTS.LV in accordance with these terms and all applicable legal norms of the Republic of Latvia.

1.2. DTS consistently ensures that all information available on DTS.LV is accurate, however, it does not guarantee its precision and assumes no responsibility for the accuracy, completeness, or correctness of the information published on DTS.LV. The website DTS.LV and all information contained therein are provided "as is" without any explicit or implied warranties. DTS reserves the right to modify the information available on DTS.LV at any time without prior notice.

1.3. All personal information entered by the User on DTS.LV is used solely for the provision of services offered by DTS and is treated as confidential.

1.4. DTS confirms that the information provided by the User will not be disclosed to third parties. DTS commits to processing the obtained data in compliance with the legal rights and obligations for such data processing, usage, and protection. If the provided data is incomplete, outdated, inaccurate, unlawfully processed, or no longer necessary for the fulfillment of DTS's services, the Parties may mutually request that the provided data be supplemented, corrected, processing stopped, or the data destroyed. Such a request must be sent by the User in writing to DTS's email address: info@dts.lv.

1.5. If the User is a private person, they agree that the data controller, DTS, will process the User's data in accordance with the Law on the Protection of Personal Data and the European Parliament and Council Regulation 2016/679, with the aim of providing the services offered by DTS.

1.6. DTS.LV may contain hyperlinks to other websites that are completely independent of DTS.LV. DTS does not assume responsibility or guarantee the accuracy, completeness, or truthfulness of the information on such hyperlinks or other websites. The User assumes all risks associated with opening any hyperlink.

1.7. DTS does not assume responsibility for any direct, indirect, consequential, incidental, or special losses that have occurred or may occur in connection with opening and using DTS.LV, including losses or damages caused by computer viruses or other malware affecting the User's equipment, as well as losses resulting from the User relying on information obtained from DTS.LV.

1.8. All information on DTS.LV is subject to intellectual property rights. The information available on DTS.LV, including text and images, may only be used for personal, non-commercial purposes, and it is prohibited to publish it, in whole or in part, for any commercial purposes without DTS's written permission.

1.9. The use of cookies on DTS.LV is managed by DTS, in compliance with the European Union General Data Protection Regulation 2016/679, the Law on the Protection of Personal Data of the Republic of Latvia, and related national and international legal regulations. Further information on cookie management is available on the website www.allaboutcookies.org/manage-cookies/. If the User has additional questions regarding the use of cookies on DTS.LV, they are encouraged to contact DTS by writing to the email address info@dts.lv.

2. ORDER FORMATION AND RECEIPT PROCEDURE

2.1. DTS sells, and the User purchases, spare parts, repair materials, additional equipment, and accessories necessary for automobile repairs (hereinafter – **Spare Parts**).

2.2. The quantity, range, and prices of the Spare Parts are agreed upon separately and specified in the goods delivery notes – the invoices issued by DTS to the User (hereinafter – **Invoice**).

2.3. The User places an order for Spare Parts through DTS.LV, via the email address info@dts.lv, or by otherwise sending a list of Spare Parts to DTS, previously agreeing on it verbally or in writing (hereinafter – **Order**).

2.4. The User of DTS.LV can purchase the following Spare Parts:

2.4.1. **Original** – spare parts manufactured by the vehicle brand's manufacturer factory or its representative, confirmed by the corresponding packaging, labeling, trademark, or manufacturer's original part number on the spare part. If the original spare parts lack packaging, labeling, or any other manufacturer's identification, they still meet their intended use and the quality standards set by the manufacturer.

2.4.2. **Non-original** – spare parts not manufactured by the vehicle brand's manufacturer factory or its representative, confirmed by the corresponding packaging or labeling on the spare part. If the non-original spare parts lack packaging, labeling, or any other identification, they still meet their intended use and the quality standards set by the manufacturer.

2.5. The order includes the name of one or more spare parts and their corresponding manufacturer's original part number, combined with the order number, and contains the following information about the order: name, quantity, manufacturer, delivery time, delivery location, price, and other relevant information.

2.6. The quantity, range, price, and delivery time of the spare parts are agreed upon by the Parties before each specific delivery of the spare parts when the User places an order.

2.7. The order fulfillment period is the longest period in which any spare part in the order is delivered. The fulfillment period is calculated in working days. The delivery times for spare parts indicated on DTS.LV are valid if the spare parts are available from the respective supplier at the time of order placement. If the delivery of spare parts is delayed because the spare parts are not available from the respective manufacturer at the time of order placement, i.e., they are in *BACKORDER* status, or due to *force majeure* circumstances, DTS is not responsible for the non-delivery of the spare parts and the order as a whole within the time indicated on DTS.LV.

2.8. The place of order receipt is the DTS office at Spāres Street 18 k-1, Riga, and the User is obligated to ensure appropriate transportation for receiving the spare parts. The Parties may mutually agree, verbally or in writing, on other terms for receiving the order.

2.9. The order delivery date is the date of invoice issuance. The User's or their authorized person's signature on the invoice, or electronic confirmation of receipt of the E-invoice, confirms that the User has received the spare parts from DTS.

2.10. DTS will notify the User of orders ready for collection by sending an electronic notice to the User's email address. The User is obligated to collect the order from DTS's warehouse no later than 5 (*five*) working days after receiving the electronic notice. If the User delays this period and has not mutually agreed with DTS on an alternative collection date, the User will pay DTS a penalty of 2.00 euros (*two euros and zero cents*) for each day the order is stored with DTS.

2.11. When receiving the spare parts from DTS, the User is responsible for checking the quantity, quality, and compliance of the spare parts with the order. After receiving and checking the spare parts, the User cannot raise any claims against DTS regarding deficiencies in the quality, quantity, or compliance of the spare parts with the order.

2.12. Any damaged or defective spare parts identified at the time of receipt will be returned to DTS, which will replace them with quality spare parts within a period mutually agreed upon by the Parties on site.

2.13. If the order contains 2 (*two*) or more spare parts, and 1 (*one*) or more cannot be delivered by DTS, the User cannot refuse to accept the remaining spare parts in the order without prior agreement with DTS.

2.14. The User is responsible for transporting the spare parts and for any damage or shortages to the spare parts from the moment the User receives the order from DTS. If DTS and the User have agreed on the delivery of spare parts via courier or other third-party services, DTS's responsibility for any damage or shortage of the spare parts ends when the User's order leaves the DTS office.

2.15. The User's ownership of the delivered spare parts arises at the moment DTS has received full payment according to the invoice. If the User delays the payment term specified in the invoice, DTS has the right to reclaim the spare parts from the User in the same condition and packaging as they were at the time of delivery.

2.16. If the User wishes to cancel one or more spare parts or the entire order after placing the order, they must send a request to DTS's email address info@dts.lv. DTS will immediately forward the cancellation request to the manufacturer and notify the User about the cancellation possibilities. If the manufacturer approves the cancellation, DTS will cancel the order and refund the User for the canceled order, provided the User has paid for the spare parts

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before receiving the order. If the manufacturer rejects the cancellation, DTS will deliver the spare parts in the order to the User as per sections 2.7 and 3.1.

3. PRICE AND PAYMENT PROCEDURE

3.1. Payment for the spare parts is made by the User according to the invoices issued by DTS, via bank transfer to the DTS account at AS "Swedbank," account number LV65HABA0551007740320, or to another account specified in the invoice issued by DTS, in euros (EUR), within 10 (ten) days from the invoice issue date. The final payment deadline for the spare parts is specified in the invoice and may differ from the mentioned deadline.

3.2. The invoice is issued to the User or the User's authorized person at the time of delivery of the spare parts, added to the User's profile on DTS.LV, or sent to the User's email address, which the User provides as the invoice receipt address when registering their user profile on DTS.LV.

3.3. The day the payment is received in full in DTS's account is considered the payment day.

3.4. For each day of delay beyond the specified payment term in the invoice, the User must pay DTS late payment interest of 0.5% (zero point five percent) of the overdue payment amount.

3.5. The amounts paid by the User are first credited towards late payment interest and penalties. Payment of late fees does not release the User from fulfilling other obligations under the agreement.

3.6. If the User fails to meet the payment deadlines or if the unpaid amount of the invoice exceeds 3,000 EUR (three thousand euros zero cents), DTS may unilaterally decide to require 100% (one hundred percent) prepayment for new spare parts orders and may refuse to deliver the User's ordered spare parts until the overdue invoice is paid in full.

4. PROCEDURE FOR RECEIVING ELECTRONIC INVOICES

4.1. The Parties agree that invoices may be prepared electronically by DTS in accordance with Section 5 of Article 3 of the Electronic Documents Law and sent to the User's email address provided during registration at DTS.LV, or added to the User's profile at DTS.LV (hereinafter - **E-invoices**).

4.2. DTS prepares the E-invoice in compliance with the regulatory requirements for the information to be included in the invoice. The E-invoice will include the note "This document is electronically prepared and is valid without a signature."

4.3. The Parties agree that the E-invoice is considered delivered to the User, and the User has received it within 1 (one) business day from the date DTS sends the E-invoice to the User's email address or adds the invoice to the User's profile at DTS.LV.

4.4. After receiving the E-invoice, the User is obligated to notify DTS electronically about the receipt of the E-invoice within 1 (one) business day. If the User does not notify DTS about the receipt of the E-invoice, it will be presumed that the E-invoice has been received in accordance with point 3.4 of these terms.

4.5. In case of a change in the email address, the User is obligated to immediately inform DTS by sending information to DTS's email address at info@dts.lv and update the information in the User's profile on DTS.LV.

5. EXCHANGEABLE SPARE PARTS

5.1. Spare parts for which the manufacturer requires the return of the same spare part from the vehicle, for which the spare part purchased from DTS.LV is to be installed (hereinafter - **Exchangeable spare part**), shall be subject to the following conditions:

5.1.1. The exchangeable spare part can only be exchanged for the original spare part in the original factory packaging in which the exchangeable spare part purchased from DTS.LV was contained.

5.1.2. The exchangeable spare part must not have external mechanical damage, it must be clean from the outside, and any technical fluids, if such are required for the operation of the exchangeable spare part, must be drained.

5.1.3. The exchangeable spare part and the original factory packaging must be delivered by the user to the DTS office immediately, but no later than 5 (five) working days after receiving the exchangeable spare part.

5.2. When ordering the exchangeable spare part, DTS will collect a deposit from the user as a guarantee that the user will return the exchangeable spare part in accordance with point 4.1 of

these terms (hereinafter - **Deposit**). The amount of the deposit for each exchangeable spare part is different and will be notified to the user before the order of the exchangeable spare part.

5.3. DTS will return the deposit to the user within 30 (thirty) calendar days from the receipt of the exchangeable spare part, provided that the conditions of point 5.1 are met, to the user's payment account from which the deposit was made.

5.4. If the user fails to meet any of the requirements in point 5.1 of these terms, DTS will not return the deposit to the user.

6. WARRANTY AND QUALITY OF SPARE PARTS

6.1. The quality of the spare parts must comply with the standards established by the manufacturer's factory.

6.2. The spare parts are subject to the manufacturer's warranty conditions. The warranty conditions are valid if the user's actions with the spare parts do not contradict the manufacturer's installation and operation instructions, which the user must familiarize themselves with independently before starting to use the spare parts.

6.3. DTS determines the warranty period for spare parts by evaluating each case individually and relying on the manufacturer's warranty terms.

6.4. The warranty does not apply to the following spare parts:

6.4.1. If the functionality or performance of the spare parts has decreased or the spare parts have become inoperative due to natural wear and tear. These spare parts include brake discs, brake pads, brake shoes, clutch discs, clutch linings, flywheels, engine belts and chains, alternator belts, windshield wiper blades, any type of technical fluids, and any other mechanical and electronic spare parts whose functionality, performance, or operability can be affected by natural wear and tear.

6.4.2. If the functionality or performance of the spare parts has decreased, or the spare parts have become inoperative due to damage from traffic accidents, careless operation, the use of poor-quality, seasonally inappropriate, or engine-incompatible fuel, driving on uneven roads, poor-quality vehicle repairs, damage to headlamp lenses and housings, or if engine and transmission oils, filters, fuses, lamps, sensors, etc., consumables, or any of the vehicle's moving parts spare parts have been installed on the vehicle and operated under any conditions.

6.4.3. If liquid or condensation forms inside the headlights, or if liquid or condensation forms when the external temperature is below +10 degrees Celsius, and it is raining or snowing.

6.4.4. If spare parts containing any type of electrical components are not installed by the official dealer of the respective manufacturer's brand in Latvia, or if the user cannot provide a corresponding order or assignment form issued by the official dealer of the manufacturer's brand in Latvia to prove this action.

7. SPARE PARTS RETURNS AND CLAIMS SUBMISSION PROCEDURE

7.1. The user has the right to return spare parts to DTS if the following conditions are met:

7.1.1. The user has valid complaints regarding the quality or conformity of the spare parts to the order, which the user could not detect at the time of receiving the spare parts (*bidden defects*).

7.1.2. The user returns the spare parts in their original packaging, undamaged and uncontaminated, and in the same technical and visual condition as they were at the time of receipt.

7.1.3. The user has made full payment for the spare parts to the payment account indicated in the invoice issued by DTS.

7.2. DTS has the right to refuse the return of spare parts from the user and to refund the purchase price if:

7.2.1. The user wishes to return the spare parts without meeting the conditions specified in Section 7.1.

7.2.2. DTS determines that the new spare parts provided to the user have been installed on the mechanical vehicle.

7.2.3. The reason for the return stated in the return request is the ordering of incorrect or unsuitable spare parts due to the user's fault.

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7.3. If a dispute arises between the Parties regarding the quality of spare parts, hidden defects, or conformity, the Parties agree to send the spare parts for an independent expert evaluation at the official dealer of the spare part manufacturer's brand in Latvia, receiving an appropriate expert opinion. The user will cover the costs of the expert evaluation.

7.4. Complaints regarding the quantity, quality, or conformity of the spare parts must be submitted to DTS by the user no later than 3 (*three*) working days from the receipt of the spare parts. Complaints must be sent in free form to the DTS email address info@dts.lv. DTS will review the user's complaint within 10 (ten) working days from the date of receipt.

7.5. Upon DTS's request, the user must immediately, but no later than 2 (*two*) working days, deliver the spare parts regarding which the user has made a complaint to DTS.

7.6. If the user returns spare parts to DTS contrary to the conditions of Sections 7.1, 7.2, or 7.4, DTS may decide to accept the spare parts from the user, refunding the corresponding purchase price of the spare part, withholding up to 30% (*thirty percent*) of the purchase price as a penalty for returning the order in an improper manner.

7.7. Complaints regarding the quantity, quality, or conformity of the spare parts must be submitted to DTS by the user no later than 3 (*three*) working days from the delivery of the spare parts. Complaints must be sent in free form to the DTS email address info@dts.lv. If the complaint is related to the quality or conformity of the spare part, the following documents must be attached:

7.7.1. An order – assignment form from the auto service or the official dealer of the relevant brand in Latvia, which includes information about the vehicle's registration number, chassis (*VIN*) number, vehicle brand, model, engine type and volume, transmission type, vehicle odometer reading, the calendar date when the spare part was installed, the owner's name and surname (*for individuals*) or the company name and registration number (*for legal entities*), the work done for the installation of the spare part, and associated costs, along with payment documents proving the payment for these works.

7.7.2. A conclusion issued and certified by the auto service or the official dealer of the relevant brand in Latvia, where the spare part was installed, regarding the causes of the spare part's reduced functionality, performance degradation, or failure, along with information about the vehicle's odometer reading and the calendar date when the decrease in functionality or performance or failure of the spare part was detected.

7.8. If the manufacturer of the spare part has carried out an industrial replacement of the original part number and if industrial improvements or other changes have been made to the spare part during the manufacturing process that do not affect the functionality, intended purpose, or conformity of the spare part to the respective vehicle according to the chassis (*VIN*) number, DTS will not accept such return requests for spare parts.

8. RIGHTS AND OBLIGATIONS OF THE PARTIES

8.1. The User has the right to:

8.1.1. Demand from DTS that the spare parts are of good quality and meet the manufacturer's factory standards;

8.1.2. Return defective or damaged spare parts to DTS, following the conditions for returning and warranty of the spare parts set by DTS.

8.2. The User has the obligation to:

8.2.1. Register their user profile on DTS.LV, regularly monitor the information provided by DTS about the order status, and update the user details if they change;

8.2.2. Adhere to the payment deadline indicated in the invoices, as well as pay any contractual penalties, late fees, and compensate DTS for other legitimate expenses or losses incurred due to the User's fault;

8.2.3. Collect the order from the DTS office in a timely manner, as per the terms in section 2.8 and 2.10.

8.3. DTS has the right to:

8.3.1. Demand timely payment of invoices from the User;

8.3.2. Apply a 100% (*one hundred percent*) prepayment and refuse to provide spare parts to the User if the User delays the payment deadline, as per section 3.6;

8.3.3. Refuse to approve the return or exchange of spare parts if it contradicts these terms.

8.3.4. Cancel the order if it cannot be fulfilled, informing the User;

8.3.5. In agreement with the User, increase or decrease the price of the spare parts if the manufacturer of the respective spare parts has updated the price list, or if the User has ordered a spare part with an original number that the manufacturer has replaced;

8.3.6. In agreement with the User, change the number of 1 (*one*) or more spare parts in the order if the manufacturer has set a minimum quantity of spare parts that must be purchased in one package.

8.4. DTS, in accordance with the terms of the Agreement, has the obligation to:

8.4.1. Inform the User of any changes in the price or delivery time of the spare parts, if DTS has such information;

8.4.2. Confirm the return or exchange of spare parts if the conditions of section 6.1 are met;

8.4.3. Provide the User with information about the order status upon the User's request.

8.5. Both parties are obliged to immediately inform the other party about any circumstances preventing them from fulfilling any points of these terms.

8.6. Both parties are obliged to immediately notify the other party in writing about any changes in their location, representative, bank details, or any other essential information that may affect the proper fulfillment of these terms. The parties assume full responsibility for failing to fulfill this obligation on time.

9. OTHER TERMS

9.1. These terms and conditions come into effect when the User visits DTS.LV and agrees to these terms, and remain in effect until both Parties have fully performed their obligations.

9.2. The Parties are released from liability for partial or complete non-performance of these terms and conditions if such performance is made impossible, delayed, or otherwise impractical due to force majeure circumstances. The Parties must immediately notify the other Party upon learning of such circumstances, in order to mutually agree on changes to these terms or termination of obligations.

9.3. If DTS informs the User of any changes related to the delivery of the spare parts or the Order as a whole via the User's provided email address, or by adding a comment to the Order in the DTS.LV "orders" section, it is assumed that if the User does not raise any objections within 24 (*twenty-four*) hours, the User has agreed to any changes related to the delivery of spare parts or the Order as a whole.

10. FINAL TERMS

10.1. All disputes arising between the Parties in connection with these terms shall be resolved through negotiations. However, if the Parties fail to reach an agreement independently, the Parties agree that the dispute will be resolved in a general jurisdiction court of the Republic of Latvia, in accordance with the laws of the Republic of Latvia.

10.2. The Parties confirm that they consider these terms mutually beneficial and understand the content of these terms. If the User has any questions regarding any point of these terms, all inquiries should be addressed in writing, in free form, to DTS's email address info@dts.lv.

10.3. The Parties commit to performing these terms in good faith and agree that neither the severity of the obligations assumed nor any later difficulties in performance grant either Party the right to unilaterally withdraw from fulfilling these terms, except for the cases specifically provided for in these terms.

10.4. If either Party fails to perform or breaches these terms, or if DTS or the User's declarations and guarantees prove to be false in whole or in part, the defaulting Party shall be obligated to compensate the other Party for all damages arising in this regard. Moreover, compensation for damages does not release the defaulting Party from fulfilling all obligations under these terms.

10.5. All notifications, requests, claims, and other information from the User arising from these terms must be submitted in writing in Latvian, following the Cabinet of Ministers Regulation No. 558 "Procedure for the Development and Design of Documents."

10.6. The Parties are aware of and understand the provisions of the Civil Law of the Republic of Latvia concerning purchase agreements.

10.7. These terms are drawn up in English language, on 3 (*three*) pages, and are available in electronic (.pdf) form on the DTS.LV website, in the "Terms & Conditions" section. Any discrepancies in these terms shall be interpreted in favor of DTS.