GENERAL

These e-shop business terms and conditions (the “Conditions”) govern the legal relationship originating from purchase contracts between Šmid IM, with registered office at Flotes street 16, LV-3401 Liepaja, Latvia, Company ID No.: 42102032556, registered in the Commercial Register.

Every product order placed on the Site, presupposes the prior consultation and the acceptance by the Customer of the Terms and Conditions.

The protection of the Customer's personal data is subject to our separate privacy policy.

### WITHDRAWAL - RETURNS

The Customer has the right to inform the supplier of his right to retract the sale, without payment of any fine and without giving a motive, within 14 calendar days from the day following the delivery date of the product

If the Customer decides to cancel the sale, the Customer must use the “ŠMiD IM” contact form and select the subject heading "Order & delivery". An acknowledgment of receipt will be sent to the Customer. The Customer shall return item days without undue delay and in any event not later than 14 days from the day on which he has communicated his decision to withdraw from the contract to “ŠMiD IM”.

“ŠMiD IM” will reimburse all payments received from the Customer, including, if applicable, the costs of delivery, within fourteen (14) days from the day on which “ŠMiD IM” is informed of the Customer's decision to withdraw from the contract. However “ŠMiD IM” may withhold the reimbursement until “ŠMiD IM” has received the product back or until the Customer has supplied evidence of having sent back the goods, whichever is the earliest.

“ŠMiD IM” will carry out the reimbursement using the same means of payment as the Customer used for the initial transaction

### ACCEPTANCE OF ORDERS

To the maximum extent allowed under applicable law, all quotes or proposals are without engagement and without any obligation on “ŠMiD IM” part. Any order made by the Customer via the Site shall always be confirmed by “ŠMiD IM” by e-mail. The sales agreement is only entered into after “ŠMiD IM” has confirmed the order placed via e-mail.

**ORDERING PROCESS**

The ordering process on the Site consists of following steps:

* The Customer adds the selected products in the basket;
* The Customer completes his/her personal details including name and billing address;
* The Customer confirms the preferred shipping method and provides the delivery address;
* The Customer confirms the payment method and completes the required payment information;
* The Customer will be asked to accept the Terms and Conditions;
* Before the Customer submits the order, he/she will be given the opportunity to review his/her details, the selection and check the total price of the order including the shipping charges. In case the Customer needs to correct/adapt this information, he can simply go back to the relevant section and correct the necessary information.

After submitting the order,“ŠMiD IM” will send the Customer an e-mail confirming receipt of the order.

PRICES

The price of the products the Customer orders on the Site is the price that is displayed on the Site at the time the Customer confirms the order as mentioned in the confirmation e-mail sent to the Customer.

All prices are in Euros, inclusive of VAT and exclusive of forwarding charges.

The Customers should be aware that they may have to pay extra charges upon reception of the parcel. For example, these extra charges could be duties taxes or other official charges payable upon importation.

INVOICING AND PAYMENT

Once the sale has been confirmed by “ŠMiD IM” by e-mail, “ŠMiD IM” will send the Customer an invoice by e-mail

The payment modalities we accept are mentioned on the Site. Payments must be made in Euros and only by using the accepted payment modalities. The bank account of the Customer will be debited from the next working day (or up to 2 to 5 working days depending on the Customer’s bank) following the order.

DELIVERY, TITLE AND RISK

Deliveries will be made in Normal Delivery and Express Delivery only.

Unless otherwise provided in the email confirmation, the delivery of the product(s) will occur within 5 to 7 working days following the confirmation sent to the Customer for Normal Delivery.

The risk of loss, theft and whole or partial destruction of the products will be transferred to the Customer as soon as the product is delivered. The ownership of the products shall not pass to the Customer and full legal and beneficial ownership of the products shall remain with “ŠMiD IM” unless and until “ŠMiD IM” has received payment in full for the products, including all secondary costs due such as forwarding charges, interest, charges, expenses and other costs.

“ŠMiD IM” will use reasonable efforts to deliver the products ordered within the timescales indicated on the Site or on the confirmation e-mail sent to the Customer. These delivery timescales are estimates; they are not guaranteed delivery times. The Customer shall be exclusively liable for erroneously communicated delivery addresses. Where an order cannot be delivered on the address indicated by the Customer, “ŠMiD IM” reserves the right to immediately and automatically terminate the agreement, without prejudice to any other rights and remedies “ŠMiD IM” may have. In such event, “ŠMiD IM” will inform the Customer of the termination of the agreement in writing or by e-mail.

Without prejudice to Force Majeure, we apply a maximum delivery time of thirty (30) days as from the day following the day upon which the Customer has sent the relevant order to “ŠMiD IM” .

### LIABILITY AND COMPLAINTS

“ŠMiD IM” shall not be liable for any indirect damages (including but not limited to loss of time, emotional damage, reputational damage, loss of revenue, loss of profit or loss of an opportunity).  
  
All complaints must be notified by our e-mail (smidim@inbox.lv) within seven (7) business days as from the delivery of the products. If the complaint is found to be justified, “ŠMiD IM” liability shall be limited to the reparation of or the exchanging of the delivered products.  
  
Both “ŠMiD IM” contractual and tortious liability shall in no event exceed the amount of the relevant order placed on the Site.  
  
Nothing in these Terms and Conditions shall exclude “ŠMiD IM” liability for fraud, willful misconduct, gross negligence, death or physical harm.

FORCE MAJRURE

“ŠMiD IM” shall not be liable in case of Force Majeure (i.e. all situations under which it is very difficult for “ŠMiD IM” to comply with its obligations under the sales agreement, including but not limited to disaster, fire, flood, earthquake, elements of nature, acts of God, actual or threatened terrorist attacks, acts of war, sabotage, explosion, riots, civil disorders, rebellions, revolutions and strikes, lockouts or labor disputes, government acts, accident or breakdown of plant or machinery, bugs in third party software, shortage of materials, failure by a utility provider (including electricity, gas, network or telecom provider) to provide services and any actions or omissions of third parties beyond its reasonable control).