

## **REMOTE AGREEMENT**

### **1. GENERAL CONDITIONS**

The seller of the goods is SIA AT SURVEY, Reg. No.42403027458, address: Atbrīvošanas aleja 108-29, Rēzekne, LV-4601. (hereinafter the Seller).

The Buyer is any legal or physical entity willing to purchase the products offered by the Seller.

The buyer shall order, buy and pay, and the Seller shall supply and sell products under the provisions of this Contract.

### **2. DESCRIPTIONS OF PRODUCTS AND PRICES**

The Seller shall offer to the Buyer to purchase the ASTER software. For more detailed information on the types of products, see the homepage [www.ibik.lv](http://www.ibik.lv).

All prices of products at the Seller's online store are specified in EUR.

In all prices specified by the Seller, the Value Added Tax effective in the Republic of Latvia is included.

Changes regarding availability of goods and in price-cards shall become effective from the moment of their publication on [www.ibik.lv](http://www.ibik.lv).

### **3. SERVICE**

The Seller's Customer Service Department is open on weekdays from 8:00 to 17:00.

E-mail: [info@ibik.lv](mailto:info@ibik.lv).

Customer service is carried out in Latvian, in English and in Russian.

### **4. SHOPPING, PAYMENT AND DELIVERY CONDITIONS**

The Buyer shall order the products by filling in a respective order form on the Seller's homepage [www.ibik.lv](http://www.ibik.lv).

Upon placement of the order, the Buyer shall undertake to specify full information, i.e., name, surname, the e-mail address of delivery and the contact details.

Legal entities shall specify the company name, registration number and e-mail address of delivery and the contact details.

The Buyer shall undertake to notify the Seller in due time on any changes.

The Seller shall perform delivery of products to the e-mail address specified by the Buyer.

Product delivery is performed only electronically by our online store – you will receive everything you need for product use by e-mail.

The order is prepared electronically and it is valid without signature.

Delivery of products is free of charge.

The Seller shall confirm each order by sending a respective e-mail of endorsement to the Buyer. Unless the Buyer receives the e-mail of endorsement, the order is not accepted.

The Buyer shall agree to pay 100% advance payment to the bank account specified by the Seller.

Possible ways of payment in the site [www.ibik.lv](http://www.ibik.lv):

The payment service provider is MakeCommerce [www.makecommerce.lv](http://www.makecommerce.lv).

Payments made using MakeCommerce are calculated in euros and the order amounts withdrawn from the Customer's accounts are also in euros (unless another currency is used for transactions - available only for card payments).

- by credit card or other online payment method which is specified on Seller's online store (automatic delivery of the product at once after payment). We accept VISA, MAESTRO, MASTERCARD credit cards.

- Bank transfer (delivery of the product upon receipt of payment into our bank account).

- with internet bank - Swedbank, SEB, Citadele and Luminor;

If you choose payment by credit card or internet bank, your order will be immediately processed.

If you choose payment by bank transfer, the advance payment invoice will be sent to your e-mail address. You can pay the invoice in any bank on your choice by a transfer to the account number specified by the Seller. The invoice can be paid within 3 days; otherwise the invoice will be cancelled.

Please, make sure your data have been entered correctly. Make sure your specified e-mail address is correct; otherwise the shipment can be delayed.

The order will be conveyed to fulfilment only upon receipt of 100% advance payment.

The activation code will be sent to your e-mail address.

The purchase-sale contract shall be deemed as concluded (effective) when the 100% advance payment is made to the bank account specified by the Seller.

Products shall be delivered within 2 working days.

## **5. TECHNICAL SUPPORT**

The Seller's on line shops Customer Technical Support Department is open on weekdays from 8:00 to 17:00.

E-mail: [info@ibik.lv](mailto:info@ibik.lv).

Customer service is carried out in Latvian, in English and in Russian.

## **6. THE RIGHT OF WITHDRAWAL**

In accordance with Paragraph 22.13. of the LR Cabinet of Ministers Regulation No. 255 “Regulations on Distance Contracts”, the Buyer may not exercise the right of withdrawal if the contract has been concluded regarding the supply of digital content which is not supplied on a tangible medium if the supply of digital content has begun with the consumer's prior express consent and his acknowledgment that he thereby loses his right of withdrawal.

## **7. IMPOSSIBILITY OF PRODUCT DELIVERY**

In case the price of the product has changed, or the product has expired in the warehouse, its delivery in due time is impossible.

The Seller shall notify the Buyer on the delay.

The notification will either inform about complete impossibility of delivery or about new delivery conditions.

Unless the new conditions satisfy the customer, the latter shall be entitled to cancel the order.

## **8. RESPONSIBILITY AND FORCE MAJEURE**

The Seller shall not be liable for losses, damages, costs, or expenses of any kind that may result from the use or misuse of the program, including, without limitation, any liability for business expenses, machine downtime, damages experienced by you or any third party as a result of any deficiency, defect, bug, error, or malfunction.

The Seller shall not be liable for any indirect, special, incidental, or consequential damages relating to or arising out of the subject matter of this Agreement or actions taken thereunder.

The Seller shall not be made responsible for the damage caused to buyers and for delayed deliveries of products in the cases when the Seller could neither foresee nor affect them and when their setting in is not dependent on the Seller's activity.