www.airbaltic.com/shop Conditions of use

1. Conditions of Sale

Renewed and expanded: 01.06.2017

These Conditions of Sale (hereafter referred to as Conditions) are the only conditions, in addition to other specific conditions, valid for AS "Air Baltic Corporation" and which are in force for orders placed through the internet shop airBalticShop.lv. Conditions are seen as an inherent part of the contract.

2. Placing Orders

Goods on the airBalticShop.lv internet shop can be viewed in the "Souvenir Catalogue" product category, and they can be bought by clicking on the button "Add to Basket." The chosen product is then added to the "Shopping Basket" - a list of your selected products.

Your chosen product is shown in the "Shopping Basket", which can be found on the right hand side of the page. If you would like to change the contents of the "Shopping Basket", you can increase or decrease the number of items by entering the correct number and pressing the "Enter" button on your keyboard, or, if you wish to fully empty the "Shopping Basket", you can press the "X" button. To add new items or view other items offered on the airBalticShop.lv internet shop, click on the category "Souvenir Catalogue". When you have added all items that you wish to purchase, continue by clicking on "Order".

For the next step you will need to enter information necessary for completion and confirmation of the order, billing and delivery. Make sure that all the information you have entered is correct, and click on "Next". The program will ask you to check the information that you have entered. If all the information is correct, click on "Order". <u>After submitting your order, the following message will show on your screen: "Thank you! Your order has been received."</u> The order which you have placed on the airBalticShop.lv internet shop will be confirmed with a confirmation email. In the confirmation email we will indicate your order number, which we ask you to always use when contacting us or our Customer Service centre about anything related to your order or contract.

3. Conditions of Payment

You will only be able to pay for any goods you have ordered after receiving the confirmation email and a separate email with a link to a payment page. Payments can only be made using payment cards.

After placing your order and receiving a confirmation email, but no later than 6 hours after placing the order on the airBalticShop.lv internet shop, you will receive an email with a link to a payment page. Please remember that orders must be paid for within 48 hours of receiving the email with the link to the payment page if a different payment time is not specified. Please follow the instructions shown on the email. After we have received payment, you will receive an email confirming receipt of your payment which is also a document confirming the transaction.

Card payments are done through the First Data Latvia (FDL) payment page. On the page you will have to enter your card number, card end date, security code (CVV/CVC), and card holder's name and surname.

All data transferred between your computer and the FDL server is secured using SSL (Secure Sockets Layer) protocols. These protocols ensure data encryption with a 128 bit encryption key, which is a widely accepted and secure standard for protecting information. Information about your payment card is sent only to FDL, and neither airBalticShop.lv internet shop employees nor any other unauthorised persons have access to this information.

Payment for goods can only be made using American Express, MasterCard, Maestro, VISA, VISA Electron and VISA Virtual payment cards, if the bank that has issued the card has approved it for use for online payments. Payments through the airBalticShop.lv internet shop are safe and comply with all international standards.

4. Signing Contract

After placing an order through the airBalticShop.lv you will receive a confirmation email confirming your order, which does not yet mean that the goods ordered are guaranteed; i.e. is not seen as a legally binding order receipt. After placing an order through the airBalticShop.lv internet shop, we will double check the availability of the goods and send an email with a link to a payment page if the goods are available. A contract between you and airBaltic is considered signed from the moment we receive payment for the goods ordered. After receiving payment we will send confirmation of the receipt of payment, which also acts as a document confirming the transaction, to your email, and deliver your ordered goods in accordance with the conditions of the contract. All goods remain property of airBaltic until full payment is received.

If, after receiving your order, we discover that your chosen goods are unavailable or unavailable in the amount which you have specified, our Customer Service centre will contact you to inform you about the availability of your goods and give you the opportunity to change or cancel your order.

The price specified on the airBalticShop.lv internet shop includes any VAT applicable to the item. Delivery fees are not included in the initial price shown for the item but are included when choosing the delivery method.

We accept no responsibility for printing errors (of which we hope there will be none), except for those which occur as a result of gross negligence on the part of airBaltic.

The contract is seen as fulfilled from the moment we have received full payment for the goods ordered and you have received these goods.

5. Changes to the Order

Taking into account constant improvements to the quality of our goods, goods received can sometimes differ from what is pictured and/or the descriptions on the airBalticShop.lv internet shop. If you are not satisfied with any differences between the description of the goods and the actual goods received, please see the respective section in the Conditions or contact the Customer Service centre by email: shop@airbaltic.lv or by filling in an electronic form on www.airbalticshop.lv.

If you wish to change the delivery date of your goods, please inform our Customer Service centre of your new delivery date no later than 24 hours before the delivery date shown on your order. Please contact our Customer Service centre by email: shop@airbaltic.lv, or by filling in an electronic form on www.airbalticshop.lv, indicating your order number and new delivery date. If the goods have already been dispatched, your order cannot be changed or cancelled except in circumstances found in the Conditions section "Complaints, their Submission, and Procedure for Consideration in case of Damaged Goods or Goods which do not Comply with the Contract" or in the Conditions section "Consumer Rights of Withdrawal".

If you wish to change your delivery collection method, please contact the Customer Service centre by email: shop@airbaltic.lv, or by filling in an electronic form on <u>www.airbalticshop.lv</u>. If the goods have not yet been dispatched and the delivery collection method can be changed, we will try and fulfill your request to change the delivery collection method. If, when changing your delivery collection method, you choose a method which requires additional payment, we will ask you to pay for delivery collection method, you choose a method which receiving payment. If, after changing your delivery collection method, you choose a method which is available at no cost or at a smaller cost to that which you paid when placing your order, we will return the money paid for delivery or the price difference. However, in this case you will have to cover any costs associated with refunds.

6. Delivery of Goods

Ordered goods may be received by the next working day after receipt of payment by the airBaltic ticket office, or within two (2) weeks of receipt of payment as a postal delivery through Latvijas Pasts according to your documented address. You must choose your delivery collection method when placing your order. Delivery of goods will take place according to the conditions of the chosen delivery collection method.

You will receive your goods in a sealed, see-through bag.

On receiving your goods, do not forget to check whether the goods or packaging have any visible defects.

If, when collecting your goods at the airBaltic ticket desk at Riga Airport, you discover damage to the packaging or any other signs of defects, inform the ticket desk employees.

If the packaging is undamaged, but you discover after opening the package that the goods are damaged, inform our Customer Service centre by email: shop@airbaltic.lv, or by filling in an electronic form on www.airbalticshop.lv.

If you have chosen delivery with Latvijas Pasts, you will receive your goods in special packaging meant for transportation of goods.

If, after receiving your delivery and opening the package, you discover that your goods are damaged, please contact our Customer Service centre by email: shop@airbaltic.lv, or by filling in an electronic form on www.airbalticshop.lv.

In any case, in order to ensure proof of the condition of your goods, we recommend contacting our Customer Service centre as soon as possible after receiving your delivery, including photographs of the goods received and their packaging if possible.

7. Order Cancellation

If you wish to cancel an order after placing it, please contact our Customer Service centre by

email: shop@airbaltic.lv, or by filling in an electronic form on www.airbalticshop.lv. The Customer Service centre will help you to cancel your order, but ONLY in the event that the goods have not yet been dispatched. If goods have been dispatched, the order cannot be cancelled or changed, except in circumstances found in the Conditions section "Complaints, their Submission, and Procedure for Consideration in case of Damaged Goods or Goods which do not Comply with the Contract" or the Conditions section "Consumer Rights of Withdrawal". If you cancel your order before delivery of the goods but after payment for the goods has been made, your money paid for the goods will be returned; however, in this case you will be responsible for any costs associated with returning your money.

8. Consumer Rights of Withdrawal

We guarantee the rights of consumers to use the Consumer rights protections in law and the rights of withdrawal provided in the 20th of May 2014 Cabinet Ministry regulation No. 255 "Regulations Regarding Distance Contracts" (hereafter - Regulations Regarding Distance Contracts.)

If you are a consumer - an individual who is acting outside of the responsibilities of their job, business or profession, then you have the right, without stating a reason, to unilaterally withdraw from the contract and return the ordered goods as long as they are not destroyed or damaged from the fault or carelessness of you or a third person, as well as if none of the situations in point 22 of the Regulations Regarding Distance Contracts when rights of withdrawal cannot be used apply. You must inform us of your using your rights of withdrawal no later than fourteen (14) days after you or a third person nominated by you has received the goods ordered, i.e. after they have been delivered.

To use your rights of withdrawal, you must inform our Customer Service centre (AS "Air Baltic Corporation"; Reg.no. 40003245752, Legal address: Tehnikas ielā 3, Lidosta Rīga, Mārupes novads, LV-1053, Latvia) with an unambiguous letter to the address shown or by email: <u>shop@airbaltic.lv</u>. You can also use an electronic form available on <u>www.airbalticshop.lv</u>; however, this is not obligatory.

In order to comply with the withdrawal rights deadline, it is enough that your notice of withdrawal is sent to us before the withdrawal rights deadline.

We ask that you provide the following information in your notice of using your withdrawal rights: a) order and b) invoice number and c) the item number(s) which is/are being returned.

<u>Consequences of Using Your Withdrawal Rights:</u> If you withdraw from the contract, we will repay all payments received by you including delivery costs (excluding extra costs which have arisen from you choosing the delivery collection method which is not the cheapest standard delivery method which we offer), without unfounded delay and in any case no later than fourteen (14) days from the day we were informed about your decision to withdraw from the contract. However, please take into account that, if you use your withdrawal rights after we have sent you your goods, we can delay your repayment until we have received the returned goods or until you have submitted evidence that the goods have been sent back, whichever happens first. The refund will take place using the same payment method that you used for the initial transaction, unless you have clearly stated your agreement for it to occur otherwise. In any case, you will not be charged in relation to this repayment.

You must send us or hand us the goods without unfounded delay and in any case no later than fourteen (14) days from when you informed us about your decision to withdraw from the contract. The deadline will be adhered to if you send the goods back before the end of the

fourteen (14) day deadline.

You will have to cover the costs associated with sending/handing the goods back to us, and postal delivery must not be paid for with post-payment. Direct expenses associated with the return of the goods will only be covered by us if an item is returned for being damaged or not complying with the contract.

Please take into account that you will be responsible for the decrease in value of the goods if an item has been used for purposes other than to ascertain its type, attributes and operation. Therefore returned goods must have been used according to their instructions, they must be undamaged and, if possible, in their original packaging. If you have purchased audio or video recordings or software, the packaging of the returned goods must be unopened.

9. Complaints, their Submission, and Procedure for Consideration in case of Damaged Goods or Goods which do not Comply with the Contract

We guarantee that ordered goods will be delivered without defects and in accordance with the conditions of the contract. If, however, you received damaged goods or goods which do not comply with the conditions of the contract, then contact our Customer Service centre immediately or within two (2) months of discovering the damage or non-compliance with the conditions of the contract by emailing: shop@airbaltic.lv, or by filling in an electronic form on <u>www.airbalticshop.lv</u>. If you have received goods which are damaged and/or don't comply with the conditions of the contract, we, adhering to the regulations of the Consumer Rights Protection law, will ensure one of the following solutions:

- If possible, we will remove the damage or non-compliance with the conditions of the contract; or
- If possible, we will exchange the goods for non-damaged goods or goods which comply with the conditions of the contract; or
- We will reduce the price of the goods; or
- We will cancel the contract and refund the money paid for the goods.

After notice has been given of the damage to the goods or non-compliance with the conditions of the contract, we will ask you to return the damaged and/or non-compliant goods in the same condition in which you received them or in the same condition as they were after being damaged or after it was discovered that the goods did not comply with the contract. In order to resolve your complaint about goods which are damaged or do not comply with the conditions of the contract, goods must be returned without additional damage and, if possible, in the original packaging. We will cover the costs of sending back goods which are damaged and/or do not comply with the conditions of the contract, unless you have chosen a return method which is not the cheapest basic standard delivery method that we offer, after receiving documentation confirming the costs.

Your complaint about goods which are damaged and/or do not comply with the conditions of the contract will be evaluated within a reasonable time period, and we will answer you offering one of the aforementioned solutions.

You may submit a complaint to us regarding non-compliance to the conditions of the contract within two (2) years of the delivery of the product.

10. Personal Information/Conditions for Use of Personal Data

When processing the personal information which you, or another person on your behalf, have submitted to us, we act in accordance with applicable normative acts in the data protection field.

10.1. Goals of Personal Data Processing:

Within AS "Air Baltic Corporation" various types of personal data are processed - name, surname, telephone number, email address, address. Personal data processing is used for these general goals:

- to inform about publications prepared by AS "Air Baltic Corporation", including special offers and new products available on the airBalticShop.lv internet shop;
- to fulfill actions set out in the contract signed with you (offering services, delivering goods, contact in case of complaints, etc.);
- for other reasons, if you have granted permission.

10.2. Giving and Rescinding Permission:

Your personal data is only processed with your written consent. When you first order goods through the airBalticShop.lv internet shop we will register you as a client, saving this information: your name, surname, telephone number and email address.

If you have signed a contract with AS "Air Baltic Corporation" for the purchase of goods, it is accepted that you have given us permission to process your personal data for specific goals. Giving permission is voluntary and you have the right at any time to rescind your permission to process your personal data.

10.3. Giving Personal Data to Third Parties:

If necessary, your personal data is only given to those third parties which are involved in the delivery process, for example, the business Latvijas Pasts, as well as in the payment process, for example, First Data Latvia.

In addition, we may also give your personal data to third parties in these circumstances:

- if they are requested by valid case law;
- if your explicit request to send your personal data to a third party is received.

10.4. Your Rights:

In accordance with the Personal Data Protection Law and other valid normative acts, you are able to find out what personal data is processed and for what purposes within AS "Air Baltic Corporation".

You have the right to request to correct or add to your personal data, as well as to request that we stop using your personal data.

You retain any other rights foreseen in the Personal Data Protection Law.

If you feel that your rights regarding personal data processing are being violated, you have the right to appeal to the Data State Inspectorate in accordance with the conditions of the Personal Data Protection Law.

Data State Inspectorate contacts: Blaumaņa iela 11/13-15, Rīga, LV-1011 Phone: 67223131 Fax: 67223556 Email: info@dvi.gov.lv

10.5. Questions and Further Information Regarding Processing Personal Data:

If you have any further questions regarding personal data processing by AS "Air Baltic Corporation", you have the right to contact us. Additional information regarding personal data processing by AS "Air Baltic Corporation" can be found on our website www.airBaltic.com, in the section "Privacy Policy".

Extra information regarding the principles of personal data processing can be found on the Data State Inspectorate home page <u>www.dvi.gov.lv</u>.

11. Applicable Law, Dispute Resolution and Claim Cession

Regulations in force in the Republic of Latvia, excluding the United Nations Convention on Contracts for the International Sale of Goods, apply to the contract. Riga is the only bilateral trade area understood in these conditions.

We do everything possible to ensure that you are satisfied with the goods we offer. On the rare occasion when we do not succeed as planned, we try to create good will and an acceptable solution. If, however, you do not agree with the dispute resolution which we offer, or if we refuse to comply with your request, in accordance with Directive 2013/11/EU of the European Parliament and of the Council on alternative dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC, the Consumer Rights Protection Law and the Consumer Extrajudicial Dispute Resolution Law, you have the right to appeal to an extrajudicial dispute resolver:

Consumer Rights Protection Centre Brīvības iela 55 Rīga, LV-1010 Latvia Website: www.ptac.gov.lv Email: <u>ptac@ptac.gov.lv</u>

In accordance with Regulation No. 524/2013, an online platform for dispute resolution has been created which is available on our website in the section "Extrajudicial Dispute Settlement", and you have the right to use it for dispute settlement with us.

The extrajudicial dispute resolver will only look at your application if you have first sent us an application and tried to resolve the dispute through discussions.

You agree that any disputes and conflicts that could arise when fulfilling these Conditions and the contract can be resolved through mutual discussions in the result of undue fulfillment or when resolving issues regarding reimbursement of loss. If an agreement between us cannot be found, the dispute will be handed in to the courts of the Republic of Latvia according to jurisdiction and resolved based on regulations valid in the Republic of Latvia.

By agreeing to these Conditions, you agree that it is forbidden to assign any of the conditions or requirements mentioned in the contract to any third person, even if this person has paid for your goods, without first receiving our written consent.

12. Contractor and Contact Information

<u>Contractor</u>: AS "Air Baltic Corporation," registration number 40003245752 and legal address: Tehnikas iela 3, Lidosta Rīga, Mārupes novads, LV – 1053, Latvia.

<u>You can contact us:</u> by phone: + 371 67207069 by post, addressed to: Air Baltic Corporation AS Tehnikas iela 3, Lidosta Rīga, Mārupes novads, LV-1053, Latvia