

www.purnavumuiza.lv

ONLINE AUCTION TERMS AND CONDITIONS

1. General terms and conditions

- 1.1. Limited Liability Company “Purnavu muiža”, registration No. 40103160117, registered office “Mārtiņmuiža”, Mārupe district, LV-2167 (hereinafter – the Auctioneer) organises online auctions at www.purnavumuiza.lv in accordance with the regulatory enactments in force and the online auction terms and conditions (hereinafter – Terms and Conditions).
- 1.2. The Terms and Conditions govern the relationship between the Auctioneer and the participant of the Online Auction (hereinafter – the Auction Participant), incl. the Buyer and/or the Seller.

2. Participation in the auction

- 2.1. Participation in the auction is possible by registering at www.purnavumuiza.lv (hereinafter – the Website).
- 2.2. Auctions are organised in accordance with the Terms and Conditions, therefore first of all the Auction Participant is obliged to carefully read these Terms and Conditions, to get acquainted with the auction item and the auction procedure.
- 2.3. Participation in the auction, as well as all the information provided on the Website about the auction items is only available to users registered on the Website.
- 2.4. **Registration at the Auction Website:**
 - 2.4.1. The Auction Participant registers on the Website in accordance with the Website Terms of Use, taking into account the Terms and Conditions of the Auctioneer. When registering on the Website, the Auction Participant has to independently read the Terms of Use of the Website and confirm the observance of the Website Terms of Use, as well as the accuracy of the data provided about himself/herself. The registered user is responsible for updating his/her data.
 - 2.4.2. When the Auction Participant first registers on the Website, the Website user name (participant’s e-mail) is assigned, as well as the password specified by the Auction Participant. To access and use the Website the Auctioneer identifies the Auction Participant by the user name (participant’s e-mail).
 - 2.4.3. All details of the Auction Participant, incl. user names and passwords are confidential, and the Auctioneer and the Auction Participant undertakes not to disclose this information to third parties, unless the disclosure obligation is provided by law. The Auction Participant is obliged to ensure that confidential information is stored securely, as well as to regularly change (update) passwords.
 - 2.4.4. If the confidential information has become known or the Auction Participant suspects that it may have become known to a third party, the Auction Participant must immediately inform the Auctioneer thereof. Upon receipt of the notification, the Auctioneer blocks the Auction Participant’s access to the Website as soon as possible until the other Party requests new credentials to be assigned and has instructed the Auctioneer to restore access to the Website.
 - 2.4.5. Access to the Website is blocked, if the details of the Auction Participant are entered incorrectly five consecutive times. At the same time, the Auctioneer has the right, but not the obligation, to block in whole or in part, the Auction Participant’s access to the Website, if the Auctioneer suspects that confidential information has become or may have become known to a third party.

2.4.6.If the Auction Participant denies that he/she has registered on the Website, participated in the auction of the item, given his/her consent to the purchase of the auction item, the use of the Auction Participant's details is considered sufficient proof of the fact that the Auction Participant has registered (given consent) to participate in the auction.

2.5. Auction procedure:

2.5.1.After registration on the Website, the Auction Participant can get acquainted with all the information about the auction items that is provided on the Website, as well as the Auction Participant has the right to get acquainted with the documents about the auction items not published on the Website, if such are available. The Auctioneer issues such materials to the Auction Participant upon his/her request, by sending them to the e-mail address indicated by the Auction Participant or by providing them in person.

2.5.2.When starting to bid in the auction of the respective item, the Auction Participant confirms that:

2.5.2.1. he/she has carefully researched the auction item and/or received all the required information about the auction item from the Auctioneer;

2.5.2.2. he/she is aware of the location of the auction item;

2.5.2.3. he/she is fully acquainted with all the required documents of the auction item;

2.5.2.4. he/she has the required financial resources for the purchase of the auction item;

2.5.2.5. he/she has all the necessary and appropriate permits for the possession or acquisition of a firearm issued by the State Police (*refers to the case when the auction item is a mandatory registration commodity and/or a firearm*).

2.5.3.Pursuant to the provisions of Clause 2.5.2, the Auction Participant confirms that he/she will not raise claims against the Auctioneer due to any type of losses (incl. indirect or excessive), as well as will not withdraw from the bid item due to non-compliance with the purchase price, if such exists according to the Auction Participant's opinion.

2.5.4.During the Auction, the starting price of the auction item is named. The auction bidding rate for each auction item is determined by the Auctioneer.

2.5.5.During the auction, the Auction Participant has the right to apply such price of the auction item, which he/she is ready to cover and which exceeds the last named price of the auction item, as well as is higher than the rate of the respective auction steps. In such a case the next bid rate is increased, taking into account this price named by the Auction Participant.

2.5.6.Each time the Auction Participant is outbid, he/she receives a notification in his/her e-mail that contains a link to the auction item.

2.5.7.After placing the winning bid of the auction item, the winner of the auction receives an electronic notification confirming the fact of winning the auction of the item. The bid item is available for purchase in the user profile – it must be added to the cart and the order must be placed. Online payment methods are available, such as PayPal, card payments, SwedBank Banklink, as well as bank transfer or payment at one of the Purnavu Muiža stores. The right to the bid item remains in force for 5 (five) days from the moment of receipt of the notification that confirms the fact that the auction item has been won in the bidding.

2.5.8.If the Auction Participant, as the winner of the auction item, does not pay for the bid item within the term specified in Clause 2.5.7, the auction of the item is

deemed not to have taken place, and the Auction Participant loses the right to purchase the bid item.

- 2.5.9. If the Auction Participant purchases the auction item, pays for it and does not collect the auction item or does not request the delivery of the auction item within 14 (fourteen) calendar days after the end of the auction, the Auctioneer arranges the storage of the auction item and sends a written invitation to collect the auction item no later than within 10 (ten) days from the date of sending the notice, otherwise an additional fee is applied for the storage of the auction item.
- 2.5.10. The Auctioneer has the right to restrict or terminate the access of the Auction Participant to the Online Auction at any time.

3. Liability of the Auctioneer and Auction Participant

- 3.1. The Auctioneer only bears responsibility in accordance with the information provided on the Auctioneer's Website. The Auctioneer is not responsible for the accuracy, completeness and reliability of the information obtained by the Auction Participants from any other sources regarding the authorship, time of production or creation, size, membership, authenticity, defects and other features related to the auction item.
- 3.2. The Auctioneer is not responsible for the losses incurred by the Auction Participant:
- 3.2.1. if the Auction Participant has not complied with the Auction Terms and Conditions;
 - 3.2.2. as a result of illegal actions of third parties;
 - 3.2.3. due to communication errors and as a result of other errors or obstacles independent of the Auctioneer;
 - 3.2.4. if the details of the Auction Participant registered on the Website have become known to a third party;
 - 3.2.5. if the access of the Auction Participant's representatives to the Website has been blocked in whole or in part in accordance with the Agreement.
- 3.3. The Auction Participant undertakes to use the Online Auction in compliance with the effective regulatory enactments of the Republic of Latvia, in good faith and in accordance with the generally accepted practice of concluding transactions and is responsible for:
- 3.3.1. the veracity of the information provided;
 - 3.3.2. fulfilment of promises – the Auction Participant confirms that in the case of winning the auction, he/she undertakes to pay the bid amount for the item;
 - 3.3.3. infringements and/or breaches of copyrights, patent rights, third party rights, trademarks and other results of intellectual property actions.

4. Other provisions

- 4.1. The Auctioneer has the right to make amendments to the Terms and Conditions by publishing the relevant amendments on the website www.purnavumuiza.lv. Such Auction Terms and Conditions are valid that are published on the specific auction day.
- 4.2. The Auctioneer has the right to implement the processing of personal data submitted by the Auction Participant for the execution and respective preparing of the transactions.
- 4.3. The Auction Participant is obliged to immediately inform the Auctioneer about any obstacles or issues that have arisen regarding the fulfilment of the Terms and Conditions, incl. participation in the auction.

- 4.4. The parties cover their expenses related to the purchase of the bid item independently.
- 4.5. The access rights of the Auction Participant to the Website may be revoked in the following cases:
 - 4.5.1. the Auctioneer has reasons to believe that the Auction Participant is insolvent or that its solvency is limited;
 - 4.5.2. the Auction Participant has not submitted all the necessary documents and/or has provided false information to the Auctioneer;
 - 4.5.3. the Auctioneer states or has a reasonable suspicion that the Auction Participant is performing such activities that could affect the outcome and/or the course of the Auction;
 - 4.5.4. the Auction Participant has not complied with the Auction Terms and Conditions in any of the previous auctions and/or the Auction Participant has not fully or partially fulfilled the obligations agreed with the purchase agreement of a previously bid item;
 - 4.5.5. does not follow these Terms and Conditions.
- 4.6. The Auctioneer has the right not to sell the auction item (the bid item) (in the case of purchasing mandatory registration commodity and/or a firearm), if upon receipt of the auction item the Auction Participant/Buyer does not hold the appropriate permit for storing or purchasing a firearm issued by the State Police. In such a case the Auction Participant/Buyer is not entitled to indemnification, as well as in such a case the Auction Participant/Buyer waives any claims against the Auctioneer/Seller.
- 4.7. The Parties undertake to settle all disputes and disagreements arising in the course of performance of the obligations undertaken by the Agreement through mutual negotiations, but if this is not possible, the parties shall settle the dispute in the court of the Republic of Latvia.
- 4.8. All notices under these Terms and Conditions shall be deemed to have been sent, if they have been sent: to Purnavu Muiža – info@purnavumuiza.lv; to the Auction Participant – to the e-mail address provided by him/her. Access to this website is restricted to authorised users only. By using the system, the user undertakes to comply with the Personal Data Protection Law and the Copyright Law. The user is forbidden to use any automated systems or equipment (robots) to access the system without the written consent of Purnavu Muiža.