

## **GENERAL TERMS AND CONDITIONS (GTC) Between**

UAB "Coca-Cola HBC Lietuva", with registration number 111484678, which its registered address at Spaudos g. 6-1, LT-05132 Vilnius ("we", "us" or "Company") and

Customer, legal entity, which orders goods on our web shop or App.

Please read these General Terms and Conditions (GTC) carefully before ordering our goods. When you order goods from our web-shop or App (hereinafter referred to as "Order"), you agree that these GTC apply to your purchase contract with us.

**Please note: We only deliver within Lithuania .**

### **1. GENERAL, SCOPE**

- 1.1. These GTC shall apply to the sale and delivery of goods ordered via the Company's web shop or App.
- 1.2. The word "Customer" or "you" refers to all customers who visit our web shop or our App and enter into a contractual relationship with our Company.
- 1.3. These GTC may be amended by us at any time and shall apply in the version current at the time of the Customer's order.
- 1.4. Any deviating terms and conditions shall not be valid unless the Company has agreed to them in writing or by e-mail before accepting the order.

### **2. ORDERS, OFFER AND CONCLUSION OF THE PURCHASE CONTRACT**

- 2.1. By clicking on the button "Place your order", the Customer submits a binding, irrevocable offer to purchase the goods in the shopping cart in accordance with these GTC.
- 2.2. We will confirm receipt of a Customer's offer by e-mail to the e-mail address the Customer has provided. This confirmation e-mail does not yet lead to a contract with us.
- 2.3. As soon as the Customer's Order is accepted, we will notify the Customer by e-mail that the purchase contract has been concluded.
- 2.4. All orders are subject to the availability of the respective goods. We are entitled to refuse an Order even without giving reasons.
- 2.5. A Customer's Order can only be cancelled by the Customer until 16.30 local time, via the order history option. After 16.30 the cancellation can only be done with the prior written consent of our Company and only until the ordered goods are made available by us for delivery. For avoidance of doubt, the cancellation described in this point will only be possible to Orders made in web-shop or app.

### **3. PRICES, SHIPPING COSTS AND TERMS OF PAYMENT**

- 3.1. The offered prices of the goods are gross prices in Euro and exclude all legal taxes and duties for deliveries in Lithuania.
- 3.2. The prices stated in catalogues, brochures, price lists, etc. are always non-binding, unless expressly stated otherwise in individual cases. The prices are also non-binding for repeat

orders. Errors and omissions regarding prices in the sense of clear and easily recognizable inaccuracies as well as prices that have been clearly manipulated can be corrected by our Company within a reasonable time, even after the contract has been concluded.

- 3.3. The total price, as stated on the page "summary of the order" confirmed by our Company by e-mail, is the total amount payable by the Customer for the goods ordered, including all taxes, duties and fees.
- 3.4. We take over the costs of a standard delivery in Lithuania. You can see your minimal order quantity upon ordering the goods from the web-shop.
- 3.5. The purchase price is due immediately after conclusion of the purchase contract and before delivery of the ordered goods. We will send an electronic invoice to the Customer or it will be delivered with the goods upon delivery.
- 3.6. The Customer pays for the products within the time, which is indicated in the particular invoice of the Order.

#### **4. DELIVERY, TRANSFER OF RISK**

- 4.1. Products are delivered to the Customer outlet, which is indicated in the order. In case Customer has more than one outlet (e.g. has two stores), Customer submits separate product orders for each outlet.
- 4.2. The delivery date is not a relevant criterion for the performance of the contract and any delivery dates provided by us are only estimates and are not binding and shall not be considered a final deadline. We reserve the right to extend delivery times appropriately if the reason for the delay is beyond our reasonable control or caused by a Force Majeure event.
- 4.3. If an ordered product is no longer in stock, we will deliver the goods that are in stock.
- 4.4. The risk of accidental destruction or loss of the goods shall pass to the Customer upon delivery of the goods to the delivery address indicated by the Customer in his order

#### **5. WARRANTY AND LIMITATION OF LIABILITY**

- 5.1. In the event that a delivered product is defective, the Customer can assert his legal warranty claims and can choose between replacement of the defective goods or price reduction respectively reversal of the contract and refund of the payment. There is no case of warranty for defects caused by improper use or treatment of the goods.
- 5.2. For the assertion of a warranty claim, the Customer can contact us by checking "My Services" or contact our representatives via email [lt.tell.sell@cchellenic.com](mailto:lt.tell.sell@cchellenic.com).
- 5.3. Our Company will do its utmost to fulfil its obligations in a timely manner and without errors. Nevertheless, this cannot always be guaranteed, simply because of the nature of the Internet, technical failures or other possible limitations in general. Our Company will make every effort to keep the number and duration of these failures or restrictions to a minimum.
- 5.4. We shall only be liable for intent and gross negligence, except for personal injury and shall be fully liable within the scope of product liability.

#### **6. YOUR ACCOUNT**

- 6.1. By using our web shop or App, the Customer agrees to keep his account and password secret. The Customer must inform our Company immediately if he/she has reason to believe that his/her password has become known to third parties or if the password could be used in an unauthorized manner.

- 6.2. The Customer is responsible for all activities carried out under his/her account and with his/her password until such time as he/she notifies us. The Customer shall take all necessary steps to ensure that the information provided to our Company is current, correct and complete. The Customer is obliged to inform us of any changes. The Customer can access most of this data and information, including account settings, and can also change these himself in the appropriate area on our website.
- 6.3. In case you wish to revoke your account, change or delete users, or terminate the contract, please contact directly to us by e-Mail to [lt.tell.sell@cchellenic.com](mailto:lt.tell.sell@cchellenic.com).

## **7. APPLICABLE LAW AND ONLINE DISPUTE RESOLUTION**

- 7.1. These GTC are subject to Lithuanian law to the exclusion of the referral norms and the UN Convention on Contracts for the International Sale of Goods.
- 7.2. In case of any dispute, both parties shall try negotiate amicable solution to both, in case negotiations fail, such dispute shall be resolved in the courts of Lithuania .
- 7.3. You can also submit your complaint directly to us by e-Mail to [lt.tell.sell@cchellenic.com](mailto:lt.tell.sell@cchellenic.com) or via our contact form, which is available under “My Services”.