

## COOPERATION TERMS AND CONDITIONS

### 1. Definitions

- 1.1. **Lessor** – SIA “ĀTRAIS TORŅU SERVISS”, Reg. No. 40003726915, registered office at Kārļa Ulmaņa gatve 1, Rīga, LV-1004, e-mail: info@ats.lv.
- 1.2. **Lessee** – a natural or legal person who has concluded the Lease Collaboration Agreement with the Lessor.
- 1.3. **Agreement** – the Lease Collaboration Agreement concluded between the Lessor and the Lessee.
- 1.4. **Terms** – these Cooperation Terms and Conditions, constituting an integral and essential part of the Agreement.
- 1.5. **Equipment** – aluminium towers, lifting equipment, agricultural/tractor machinery and other technical equipment, including hazardous equipment with all accessories, owned by the Lessor.
- 1.6. **Order** – A set of actions performed by the Lessee, which includes the selection and reservation of Equipment or other services, the provision of necessary data, and the conclusion of a rental transaction.
- 1.7. **Act** – the delivery and acceptance act regarding the transfer of Equipment and/or services to the Lessee. The Act may be prepared in electronic (digital) form and constitutes an integral part of the Agreement.
- 1.8. **Website** – The online platform maintained by the Lessor at [www.ats.lv](http://www.ats.lv).
- 1.9. **E-shop** – a section on the Website where rental transactions may be concluded.
- 1.10. **Rental Fee** – remuneration payable by the Lessee to the Lessor for use of the Equipment.
- 1.11. **Right of Withdrawal** – the right of a consumer Lessee to withdraw from a distance Order within 14 days in accordance with applicable laws and regulations.

### 2. General Provisions

- 2.1. The Lessor offers to rent the Equipment or provide services indicated in the Lessor's E-shop and the Lessee rents the Equipment in accordance with the concluded Agreement and the Order placed in the E-shop.
- 2.2. The description, technical parameters and Rental Fee of each unit of Equipment are indicated in the E-shop. The visual representation of the Equipment in the E-shop is for informational purposes only and may differ in reality.
- 2.3. By placing an Order in the E-shop, the Lessee confirms that he/she has read and agrees to these Terms.
- 2.4. If the Order is placed in the E-shop, a distance contract is concluded between the Lessor and the Lessee. Rights and obligations arising from a distance contract apply to the Lessee who, in accordance with applicable laws and regulations, is considered a consumer (a natural person who receives the service for a purpose not related to his/her economic or professional activity).
- 2.5. By registering in the E-shop and agreeing to these Terms, the Lessee confirms that he/she is of legal age and has legal capacity. If the Lessee is a legal entity, it acts through a duly authorized person. The Lessee confirms that he/she will use the E-shop in compliance with applicable laws and regulations. In the event of any violation of the Terms or applicable laws and regulations, the

Lessor has the right to immediately withdraw from the Agreement and/or Order and to deny the Lessee the use of the E-shop.

- 2.6. By visiting the E-shop, registering and/or placing Orders therein, the Lessee agrees to the Terms, including those published here in the form of reference links. Any new services and E-shop functionalities are subject to these Terms. The Lessor has the right to amend the Terms at any time by publishing them on this Website, and the Lessee has the obligation to review the Terms before using the E-shop, registering and/or placing an Order. Amendments enter into force at the moment they are published on the Website and apply to Orders concluded after the publication of the respective amendments. Use of the E-shop, registration and/or placing an Order after publication of any amendments constitutes the Lessee's acceptance of such amendments.

### **3. Procedure for Conclusion of the Agreement**

- 3.1. If the Agreement has not previously been concluded with the Lessor, the Lessee creates a profile in the E-shop by completing the relevant form and confirming the Terms.
- 3.2. Once all necessary information has been received, a link for signing the Agreement is sent to the Lessee's e-mail address. The Lessee undertakes to familiarize himself/herself with the content of the Agreement and verify the accuracy of the provided data. If the Lessee has questions related to the Agreement, the Lessee shall send them to the Lessor's e-mail: [info@ats.lv](mailto:info@ats.lv).
- 3.3. The Agreement between the Lessor and the Lessee is considered concluded at the moment when it has been signed by both Parties.

### **4. Order Placement and Processing Procedure**

- 4.1. An Order in the E-shop may be placed by a Lessee with whom the Agreement has been concluded and who has agreed to these Terms. The Lessee selects the necessary Equipment (by adding it to the cart) and completes the Order form. Order confirmation may include the Lessee's obligation to make payment. After receiving the Order, the Lessor sends confirmation to the Lessee's e-mail regarding entry into force and execution of the Order. The Order remains valid until its execution or until one of the Parties withdraws from it in cases provided for in these Terms or the Agreement.
- 4.2. During the Order placement process, the Lessee must indicate the rental period and the address to which the Equipment is to be delivered or where the Equipment will be located if the delivery service is not used.
- 4.3. After placing the Order, the Lessee receives a confirmation e-mail indicating the reserved Equipment, Rental Fee, selected rental period and other essential information.
- 4.4. The Lessor uses the e-mail address and/or telephone number provided by the Lessee during registration in the E-shop for communication. All notifications delivered to the e-mail address and telephone number indicated in the Order shall be deemed received on the day of sending.
- 4.5. If during the Order placement process the Lessee has made errors, wishes to make changes, has not received information from the Lessor regarding the Order or in other cases, the Lessee has the right to contact the Lessor using the contact information indicated on the Website.
- 4.6. The Order is considered finally completed and confirmed only after full receipt of the Rental Fee in the Lessor's indicated account, if required in accordance with the Lessee's credit rating. Payments are considered made on the day the payment is credited to the Lessor's bank account.

## **5. Lease Fee and Payment Procedure**

- 5.1. The Lease Fee indicated in the E-shop is exclusive of value added tax. By confirming the Order, the Lessee agrees to pay the Lease Fee as indicated at the time of placing the Order.
- 5.2. The Lease Fee is determined in accordance with the tariffs indicated in the E-shop and the lease period selected by the Lessee.
- 5.3. The Lessee makes payment by bank transfer, payment card or other payment methods available in the E-shop.
- 5.4. In addition to the Lease Fee, the Lessee pays for other selected services, including delivery costs. By confirming the Order, the Lessee agrees to the amount of delivery costs indicated therein and their payment. The Lessee is obliged to cover delivery costs in full also in cases where the Order has not been delivered (handed over) due to the Lessee's fault (including absence at the agreed place/time), as well as repeated delivery costs, if the Parties have agreed on repeated delivery.
- 5.5. Payment for the Order, delivery costs and other services provided by the Lessor may be made by payment card on site; by advance bank transfer to the settlement account indicated in the invoice; or by authorization in internet banking.
- 5.6. A minimum chargeable time of 3 (three) hours applies to operator services.

## **6. Delivery and Return of Equipment**

- 6.1. The Equipment is delivered to the address indicated by the Lessee if the delivery service has been selected, or issued for collection at the Lessor's warehouse in the selected branch.
- 6.2. The Lessee is obliged to be reachable at the telephone number and e-mail indicated in the Order in order to agree with the delivery provider on delivery details (term, place) and other issues necessary for execution of the Order.
- 6.3. The Order is considered fulfilled when the Equipment has been handed over to the Lessee or its representative at the agreed time and place, after verification of identity in accordance with an identity document (passport, ID card), and an Act regarding the delivery of the Equipment has been drawn up in accordance with the provisions of the Agreement. If the Equipment is delivered by another transport service provider, the Lessor has authorized it to sign the Act on behalf of the Lessor. The Act may also be signed electronically or drawn up and enter into force in accordance with the procedure provided for in the Agreement, and such Act shall be legally binding.
- 6.4. The Lessee is obliged to return the Equipment to the Lessor within the period specified in the Order. If the Lessee wishes to extend the rental period, the Lessee shall notify the Lessor one working day before the return within the time period from 8:00–10:00 by calling the Lessor's contact person indicated in the Act. If the Equipment is not returned within the specified period, it shall be considered lost.

## **7. Right of Withdrawal**

- 7.1. To exercise the Right of Withdrawal, the Lessee completes the withdrawal form available below and submits it to the Lessor by sending the completed and electronically signed form to the Lessor's e-mail address: info@ats.lv.
- 7.2. Notification regarding exercise of the Right of Withdrawal shall be deemed received on the next working day after sending.
- 7.3. The Lessee loses or is deemed to have waived the Right of Withdrawal if:

- 7.3.1. The rental or other service provided by the Lessor has been completed or performed (the paid rental period has expired);
  - 7.3.2. The Lessee extends the rental period during the withdrawal period;
  - 7.3.3. The Lessee has previously rented the same Equipment and is aware of its suitability for the intended purpose;
  - 7.3.4. The Lessee has requested the Lessor to arrive and perform urgent repair or maintenance work;
  - 7.3.5. The Lessee has not returned the Equipment on the day of sending the notification of exercise of the Right of Withdrawal or on the next working day; or
  - 7.3.6. The Lessee has not applied for transportation services on the day of sending the notification of exercise of the Right of Withdrawal;
  - 7.3.7. The Lessee returns damaged or unclean Equipment.
- 7.4. The withdrawal period expires after 14 days from the date of conclusion of the Order, i.e., 14 days after the Lessee has signed the Act regarding receipt of the service. To meet the withdrawal deadline, it is sufficient that notification regarding exercise of the Right of Withdrawal is received before expiry of the withdrawal period.
  - 7.5. If the Lessee exercises the Right of Withdrawal, the Lessor shall refund payments received from the Lessee, excluding delivery costs, within 14 working days from the day the Lessor has received the notification of exercise of the Right of Withdrawal and the Equipment has been returned within the period specified in the Terms. Refund shall be made using the same payment method used for the initial transaction, unless otherwise expressly agreed. No fees shall be charged in connection with such refund.
  - 7.6. The Equipment issued to the Lessee must be returned to the warehouse on the day the Lessee has exercised the Right of Withdrawal, or for an additional fee the Lessor may provide transportation services. The Lessee shall bear direct costs related to return of the Equipment.
  - 7.7. The Lessor may withhold the refund until the Equipment has been received back. The Lessee is responsible only for any diminished value of the Equipment resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the Equipment.
  - 7.8. For the period until exercise of the Right of Withdrawal, the Lessee shall pay the Lessor a proportional amount corresponding to the part of the Order performed until the Lessee has notified the Lessor of exercise of the Right of Withdrawal and the Equipment has been returned.
  - 7.9. If the Lessor determines that within six months the Lessee has exercised the Right of Withdrawal three times, the Lessor reserves the right to refuse the Lessee to place a new Order using distance communication means.
  - 7.10. The Right of Withdrawal does not apply to Orders not concluded at a distance.

## **8. Lessor's Rights and Obligations**

- 8.1. The Lessor has the right to request a deposit (security money) from the Lessee. The deposit shall be refunded after return and inspection of the Equipment in accordance with the procedure specified in the Agreement. The Lessor has the right to withhold from the deposit costs related to elimination of damage to the Equipment or failure to fulfil obligations.
- 8.2. The Lessor shall not be liable for damage or losses resulting from improper use of the Equipment.

- 8.3. The Lessor undertakes to ensure compliance with consumer rights in accordance with the laws and regulations of the Republic of Latvia.
- 8.4. The Lessor has the right to unilaterally withdraw from execution of the Order if:
- 8.4.1. The Lessee has provided inaccurate data that may affect execution of the Order;
  - 8.4.2. The Lessee has not received the Equipment within the period specified in the Terms or delivery has not been carried out due to the Lessee's fault or circumstances dependent on the Lessee;
  - 8.4.3. The Lessor has failed to agree with the Lessee on the time and place of delivery of the Equipment;
  - 8.4.4. The Lessee does not arrive at the agreed delivery time and/or place;
  - 8.4.5. It is not possible to identify the Lessee or its representative;
  - 8.4.6. The Lessee has not made advance and/or deposit payment one day prior to delivery;
  - 8.4.7. The Lessee has outstanding debts.

### **9. Privacy Policy**

- 9.1. The Lessee's personal data are processed in accordance with the Lessor's Privacy Policy available on the Website.
- 9.2. The Lessee is informed that by using the E-shop services, processing of personal data of the Lessee and its representatives is carried out. Personal data processing is performed for the purpose of conclusion and execution of the Agreement (Order): creditworthiness assessment, ensuring delivery of Equipment, payment processing. Personal data are used only for execution of the Agreement (Order) and provision of related services.
- 9.3. The controller of personal data processing carried out in the E-shop is SIA "ĀTRAIS TORŅU SERVISS", Reg. No. 40003726915, registered office: Kārļa Ulmaņa gatve 1, Rīga, LV-1004. Information regarding processing of personal data may be obtained by writing to info@ats.lv, as well as in the Privacy Policy available at www.ats.lv.

### **10. Dispute Resolution**

- 10.1. Disputes between the Lessor and the Lessee shall be resolved by negotiation or in accordance with the procedure specified in the Agreement.
- 10.2. The Lessee may submit a complaint regarding the rental transaction electronically by sending it to the Lessor's e-mail address: info@ats.lv. The Lessor shall respond to the Lessee's complaint by e-mail no later than within 30 (thirty) days.

### **11. Final Provisions**

- 11.1. If the Lessee's address or other data indicated in the Lessee's profile have changed, the Lessee shall notify the Lessor by writing to info@ats.lv.
- 11.2. Regarding the Order, the Lessee shall contact the Lessor's representative by calling the contact person indicated in the Act.
- 11.3. Lifting equipment: working day – 8 hours per day; for each additional hour, 12.5% of the daily Rental Fee of the respective Equipment unit shall be charged.
- 11.4. The Lessee must return the Equipment cleaned, clean, without damage, in the same technical condition and configuration as on the day of transfer, taking into account natural wear and tear;

otherwise, the Lessee shall cover costs incurred by the Lessor related to cleaning and repair of the Equipment.

- 11.5. The Equipment is delivered to the Lessee with a full fuel tank, the Lessee must return the Equipment with a full fuel tank. If the fuel tank is not full at the time of return, the Lessor shall refuel it and the Lessee shall compensate the refuelling costs.
- 11.6. The Equipment is delivered to the Lessee fully charged, the Lessee must return the Equipment fully charged. If the Equipment is not charged at the time of return, the Lessor shall charge it and the Lessee shall compensate the charging costs.
- 11.7. Equipment handover time is from 7:00 to 18:00, the handover day is included in the Rental Fee as a full rental day.