

APPROVED
by Order No V 2017/(1.7.E-
260603)-02-238
of the Chairman of the Board of
the Bank of Lithuania of
22 of December 2017

REGULATIONS FOR THE OPERATION OF THE ELECTRONIC SHOP OF THE BANK OF LITHUANIA

CHAPTER I GENERAL PROVISIONS

1. The Regulations for the Operation of the Electronic Shop of the Bank of Lithuania regulate the procedure for the sale of numismatic items issued by the Bank of Lithuania (hereinafter 'numismatic items') and for other items (hereinafter together 'items'), listed in Chapter II herein, via the electronic shop of the Bank of Lithuania (registered office: Vilnius, Gedimino pr. 6; code of legal entity 188607684; toll-free information line: +370 800 50 500; fax: +370 5 268 0038; email: info@lb.lt): www.monetos.lb.lt and www.coins.lb.lt (hereinafter 'e-shop'), as well as the mutual rights, obligations and responsibilities of the Bank of Lithuania and the buyer.

2. The Bank of Lithuania shall reserve itself the right to amend and supplement these Regulations at any time where necessary. When purchasing at the e-shop, Regulations existing at the time of placing an order shall be applicable.

3. The Bank of Lithuania shall not assume any risk and be unconditionally released from liability if the buyer did not get acquainted with these Regulations even having been provided with the possibility to do so.

4. The following persons shall have the right to purchase at the e-shop:

4.1. legally capable natural persons, i.e. adults (aged over 18) whose legal capacity has not been restricted by court procedure;

4.2. minors aged 14–18, only with consent from their parents or guardians, except in cases when they dispose of their income on a self-dependent basis;

4.3. legal persons acting through authorised representatives;

4.4. authorised representatives of all persons specified in subparagraphs 4.1–4.3 herein.

5. Taking into account the technical capabilities of the e-shop, the Bank of Lithuania shall have the right to limit the number of buyers.

6. The Bank of Lithuania shall have the right to restrict the right of the buyer to purchase at the e-shop without notice where the requirements of these Regulations are not being observed or the buyer is trying to undermine the stability and/or security of the e-shop.

7. Information presented on the e-shop shall be available in Lithuanian and English.

8. The terms used herein shall be understood as defined in the Regulations for the Sale of Numismatic Items of the Bank of Lithuania, approved by Resolution No 03-290 of the Board of the Bank of Lithuania of 27 November 2014 on the approval of the Regulations for the Sale of Numismatic Items of the Bank of Lithuania.

CHAPTER II START OF SALE AND NUMBER OF ITEMS FOR PURCHASE

9. The start of the early sale of numismatic items shall be five business days before their date of issue, from 8:00 local time. Between the start of the early sale of numismatic items and their

date of issue (until 24:00 local time), the number of numismatic items that a single buyer can purchase at the e-shop shall be limited.

10. Between the start of an early sale of numismatic items and their date of issue (until 24:00 local time), a single buyer shall be sold numismatic items in the following amounts:

10.1. collector euro coins and euro cent coins struck of precious metals – no more than 2 pieces of each;

10.2. collector euro coins and euro cent coins struck of non-precious metals – no more than 5 pieces of each;

10.3. sets of collector euro coins and euro cent coins – no more than 2 pieces of each;

10.4. commemorative euro coins and euro cent coins with the Lithuanian national side in a numismatic package – no more than 5 pieces of each;

10.5. sets of circulation euro coins and euro cent coins with the Lithuanian national side in a numismatic package – no more than 2 pieces of each;

10.6. litas banknotes not announced as legal tender until 31 December 2014 or sets thereof – no more than 2 pieces of each;

10.7. souvenir litas banknotes and coins announced as legal tender until 31 December 2014 or sets thereof in a numismatic package – no more than 2 pieces of each.

11. Upon expiry of the term specified in paragraph 10 herein, the sale of numismatic items indicated in paragraph 10 herein shall not be limited in number.

12. Uncirculated commemorative euro coins with the Lithuanian national side can also be exchanged on the e-shop. No more than 50 pieces of coins specified in this paragraph shall be exchanged to a single buyer per business day.

13. Litas and litas cent coins (collector (commemorative) coins and their sets; collector (commemorative) circulation coins in a numismatic package and their sets) announced as legal tender until 31 December 2014 and other items not specified in paragraph 10 herein can be purchased from the start of their sale on the e-shop without limitation.

CHAPTER III LOGGING INTO THE E-SHOP

14. Citizens of the Republic of Lithuania and legal persons established in the Republic of Lithuania log into the e-shop only via the administrative and public e-services portal E-Government Gateway. The following information has to be provided when registering directly via the e-shop for the first time:

14.1. for a natural person: name and surname, national identification number, address of residence, phone, email;

14.2. for a legal person: name, code, registered office, phone, email.

15. Foreign citizens, persons without citizenship legal persons established in a foreign country can log in via the administrative and public e-services portal E-Government Gateway if they have such access, and in other cases – directly register in the e-shop. When registering via the e-shop for the first time, they shall provide all required information:

15.1. natural person: copy of document proving the person's identity that contains the name and surname of the natural person and national identification number (where the natural person does not have it – date of birth or other unique sequence of symbols assigned to identify that person) address of residence, phone, email;

15.2. legal person: name, code, registered office, phone, email.

16. The Bank of Lithuania shall, within two business days of registration, approve the registration of a foreign citizen and a legal person established in a foreign country by sending them a password to an email address indicated during registration.

17. The buyer, having lost their login information, must immediately inform the Bank of Lithuania by email at numizmatika@lb.lt. The Bank of Lithuania shall not be held liable for any

damage inflicted on the buyer if third persons have logged into the e-shop using the buyer's login information.

18. Where the buyer's registration data changes, it must be updated immediately. The Bank of Lithuania shall not be liable for the damage inflicted on the buyer and/or third persons if the buyer provided incorrect and/or not full personal data, did not provide any data or did not supplement it after it had changed.

19. The buyer shall have the right to change and supplement registration data without restriction or cancel registration at any time. Upon cancellation of the registration, the buyer shall be deprived of the right to buy on the e-shop.

20. Personal data indicated by the buyer shall be managed in line with the Republic of Lithuania Law on Legal Protection of Personal Data and other legal acts regulating personal data management. In managing and protecting personal data, the Bank of Lithuania shall ensure protection of personal data from incidental or unauthorised destruction, amendment, disclosure as well as from any other unauthorised management. The buyer's personal data shall only be managed for the purposes of direct marketing and only with the buyer's consent. The buyer shall tick a respective box on the e-shop thus noting consent.

21. When data is managed without adhering to the provisions of the Law on Protection of Personal Data and other legal acts regulating personal data management, the buyer shall always have the right to, upon submitting a request to the Bank of Lithuania, access their personal data, find out how it is managed, require to correct, discard their data or stop the management of their data (other than storage).

22. The buyer's personal data shall be used for identification purposes, determining the right of the buyer to purchase at the e-shop, item delivery, drafting of accounting documents, refunding items not collected or returned by the buyer, and meeting other commitments arising from the purchase-sale agreement.

23. The buyer's personal data shall be stored for two years, counting from the moment the last item was purchased at the e-shop.

24. The Bank of Lithuania shall not reveal the personal data of the buyer to third parties other than third parties that cooperate with the Bank of Lithuania in administering the e-shop, executing payment transactions and delivering items to the buyer.

25. The Bank of Lithuania can send newsletters to the buyer only with the buyer's consent to manage their personal data (submitted to the Bank of Lithuania for the purposes of direct marketing) and receive the newsletters. The buyer shall tick a respective box on the e-shop thus noting consent.

26. The buyer can, at any time, unsubscribe from newsletters sent by the Bank of Lithuania.

CHAPTER IV PROCEDURE AND TIME LIMITS FOR THE SELECTION OF AND PAYMENT FOR ITEMS

27. Prices for items in the e-shop shall be indicated in euro, inclusive of VAT.

28. The buyer shall place the selected items into the 'basket' and fill in all the required information as specified on the e-shop.

29. Before paying for the selected items, the buyer shall confirm acquaintance with the Regulations for the Operation of the Electronic Shop of the Bank of Lithuania by clicking 'Agree'. The buyer shall not be allowed to order items if they did not get acquainted with these Regulations and did not click 'Agree'.

30. The buyer shall pay for the selected items in euro in one of the following ways:

30.1. via online banking, by logging in to their accounts with credit institutions registered in the Republic of Lithuania;

30.2. with a payment card.

31. The buyer shall pay for the selected items within 15 minutes. The countdown shall begin from the moment the first item is placed into the 'basket'. Additional 30 minutes shall be

given to receive a payment confirmation. The payment confirmation can be seen in the buyer's e-shop profile and can be sent to the email address provided by the buyer.

32. Where the buyer fails to pay within the time limit specified in paragraph 31 herein and the Bank of Lithuania does not receive a payment confirmation, the items selected by the buyer shall be removed from the 'basket' and returned to the e-shop for sale.

33. When the Bank of Lithuania receives the payment confirmation, it shall be considered that the buyer and the Bank of Lithuania have entered into a purchase-sale agreement. The Bank of Lithuania shall not be liable for non-conclusion of the purchase-sale agreement due to the untimely receipt of the payment confirmation as specified in paragraph 31 herein.

CHAPTER V COLLECTION OF ITEMS

34. The buyer shall select one of the following ways to collect the purchased items:

34.1. collection of items free of charge at the Bank of Lithuania cash offices in Vilnius (Žirmūnų g. 151) or Kaunas (Maironio g. 25);

34.2. delivery of items to a specified address via a postal service provider, paying for this service at the checkout.

35. The buyer cannot change the selected collection method.

36. The buyer shall undertake to indicate the exact location for the delivery of items. The buyer shall be liable for any errors, inaccurately or incorrectly indicated place of delivery and contact data.

37. The procedure for the collection of items at the Bank of Lithuania cash offices:

37.1. the buyer shall present a valid document confirming their identity with a photograph and a signature and order number;

37.2. when collecting items purchased at the e-shop by another natural person, the person collecting them shall present a document confirming their identity with a photograph and a signature, order number and an authorisation that may be concluded electronically and registered in the Register of Authorisations or in writing (in this case, a written authorisation signed by the authorised person in Lithuanian or English);

37.3. items of a legal person may be collected by the head of the legal person or a natural person authorised by that legal person (in which case a document confirming their identity with a photograph and a signature, order number and a written authorisation in Lithuanian or English, signed by the head of the legal person, shall be presented);

37.4. the buyer who purchased items during early sale must collect them within 20 business days of the issue into circulation of the numismatic items purchased or the first day of their sale, and in other cases – within 20 business days from the next business day when the purchase-sale agreement was concluded;

37.5. at the request of the buyer, a VAT invoice shall be issued at the Bank of Lithuania cash offices.

38. The procedure for the delivery of items at the address specified by the buyer via a postal service provider:

38.1. the buyer shall undertake to collect items themselves or through an authorised person, and to provide documents specified in subparagraphs 37.1–37.3 herein;

38.2. items purchased during an early sale shall be sent to the buyer within 10 business days of the issue into circulation of the numismatic items purchased, in other cases – within 10 business days from the next business day when the purchase-sale agreement was concluded.

38.3. when sending items via a postal service provider, a VAT invoice (which is also the transportation document – delivery note) shall be presented together with the items.

39. Conditions established by the postal service provider shall apply to the delivery of items.

40. The delivery services and insurance of items shall be subject to charges indicated under the 'Delivery' section of the e-shop and shall be applicable at the moment the order is placed. Delivery and insurance fees shall be covered by the buyer.

CHAPTER VI RETURN OF ITEMS AND WARRANTY

41. Where the buyer does not collect an item at the Bank of Lithuania cash offices within the term specified in subparagraph 37.4 herein, they shall pay a 20 per cent penalty, calculated from the selling price of the item. This penalty shall be deducted from the selling price of the item. The remaining share of the selling price of the item shall be transferred to the buyer's account from which the payment for the item to the Bank of Lithuania was made.

42. Where the postal service provider does not find the addressee (after at least two attempts, upon provision of proof), the items shall be returned to the Bank of Lithuania. The Bank of Lithuania shall notify the buyer thereof and of the possibility to collect the items at the Bank of Lithuania cash offices by email. The Bank of Lithuania shall also notify the buyer of additional costs incurred by the Bank of Lithuania (e.g. return of delivery, etc.), if any, which shall be covered by the buyer.

43. Sending an email to a buyer shall be understood as notification of the buyer, including in those cases when the buyer indicated an email address to which delivery of Bank of Lithuania information is not possible.

44. Once the Bank of Lithuania notifies the buyer in the way established in paragraph 42 herein, but the buyer does not collect the item at the cash offices of the Bank of Lithuania within 20 business days from the next business day when the buyer was notified of the possibility to collect the item at the cash offices of the Bank of Lithuania, the buyer shall pay a 20 per cent penalty, calculated from the selling price of the item, and cover additional expenses incurred by the Bank of Lithuania, if any, which shall be deducted from the selling price of the item. The remaining share of the selling price of the item shall be transferred to the buyer's account from which the payment for the item to the Bank of Lithuania was made.

45. Upon arrival of the buyer to collect an item within 20 business days from the next business day when the buyer was notified of the possibility to collect the item at the cash offices of the Bank of Lithuania, the Bank of Lithuania shall only give the item if the buyer covers additional expenses incurred by the Bank of Lithuania, if any.

46. Where the postal service provider loses an item through no fault of the buyer, the item shall be re-sent to the buyer if another one of such items is available on the e-shop. Where the item purchased by the buyer is not available on the e-shop, the buyer shall be reimbursed the selling price of the item, delivery and insurance fees by transferring the funds to the buyer's account from which the payment for the item to the Bank of Lithuania was made.

47. Where the item was not sold due to failure to receive on time the payment confirmation specified in paragraph 31 herein, the Bank of Lithuania shall immediately notify the buyer by email. The buyer shall be reimbursed the selling price of the item, delivery and insurance fees by transferring the funds to the buyer's account from which the payment for the item to the Bank of Lithuania was made.

48. The buyer shall have the right to return an item purchased at the e-shop upon withdrawal from the purchase-sale agreement within 14 calendar days of the receipt of the item by notifying the Bank of Lithuania by email at numizmatika@lb.lt, indicating the name of the returned item and its order number.

49. The right provided for in paragraph 48 herein may only be exercised by the buyer who, according to the provisions of the Republic of Lithuania Law on Consumer Protection, has been recognised as a consumer, i.e. a natural person who seeks conclusion of agreements for the purposes not related to their business, trade, craft or profession (consumption purposes).

50. Where the buyer returns items, the following conditions must be followed:

- 50.1. the item must be in its proper original packaging;
- 50.2. the item must not be damaged by the buyer and in pristine condition (this subparagraph is not applicable if the returned items are faulty);
- 50.3. the item must be in the same composition as it was received;
- 50.4. when returning an item, its purchasing documents must be presented.
51. The Bank of Lithuania shall have the right not to accept the returned items where the buyer does not comply with the conditions for the return of items laid down in paragraph 50 herein.
52. Where the buyer has returned an item in the case specified in paragraph 48 herein, the buyer shall be reimbursed the selling price of the item, delivery and insurance fees by transferring the funds to the buyer's account from which the payment for the item to the Bank of Lithuania was made. The buyer shall bear the expenses of the return of an item.
53. The buyer shall, in the case specified in paragraph 48 herein, return the item within 14 calendar days of sending a notification to the Bank of Lithuania of withdrawal from the purchase-sale agreement.
54. Funds shall be transferred to the buyer:
- 54.1. in the cases specified in paragraphs 41 and 44 herein – within 5 business days from the next business day when the term within which the buyer had to collect an item expired;
- 54.2. in the case specified in paragraph 45 herein when the buyer refuses to cover additional expenses incurred by the Bank of Lithuania – within 5 business days from the next business day when the buyer arrived to collect the item at the cash offices of the Bank of Lithuania;
- 54.3. in the cases specified in paragraphs 46 and 47 herein – within 5 business days from the next business day when the Bank of Lithuania found out about the loss of the item or late payment confirmation;
- 54.4. in the case specified in paragraph 48 herein – within 14 calendar days upon receiving a notification on withdrawal from the purchase-sale agreement, but not before the buyer returns the item(s) for which the funds are to be transferred.
55. Fees applied by payment service providers as regards the execution of payment orders in the cases specified in paragraphs 41, 44 and 45 herein shall be paid by the buyer, while in the cases specified in paragraphs 46–48 – by the Bank of Lithuania.
56. All numismatic items shall come with a 2-year warranty that becomes valid on the day the numismatic item was collected by the buyer. When applying for maintenance services, the buyer shall present the purchasing documents.

CHAPTER VII SETTLEMENT OF DISPUTES

57. All disputes arising between a buyer and the Bank of Lithuania regarding the observance of these Regulations shall be settled by negotiation. In the event of a failure to reach an agreement, any disagreements shall be settled according to the procedure established by laws of the Republic of Lithuania.
58. The buyer who wishes to file a claim or resolve a problem shall apply to the Bank of Lithuania in writing. Possible ways for filing a claim or written application:
- 58.1. by email at numizmatika@lb.lt;
- 58.2. by putting it in the Bank of Lithuania correspondence boxes at the addresses: Totorių g. 4 or Žirmūnų g. 151, Vilnius, on weekdays from 7:00 to 18:00;
- 58.3. by mail: Žirmūnų g. 151, LT-09128 Vilnius, indicating the Cash Department of the Bank of Lithuania as the addressee;
- 58.4. by fax +370 5 268 0038;
- 58.5. by arriving directly to the Bank of Lithuania during the Bank of Lithuania's opening hours Monday to Friday (Totorių g. 4, Vilnius) – an employee-in-charge of the General Services Division of the Services Administration Department of the Organization Service is to be called out.

59. The buyer may apply to the State Consumer Rights Protection Authority regarding out-of-court settlement of consumer disputes (Vilniaus g. 25, LT-01402 Vilnius, email: tarnyba@vvtat.lt, phone: +370 5 262 6751, website: www.vvtat.lt) or fill out a request form available on the Online Dispute Resolution (ODR) platform: <http://ec.europa.eu/odr/>.

CHAPTER VIII FINAL PROVISIONS

60. The provisions of the Regulations for the Sale of Numismatic Items of the Bank of Lithuania shall be applicable to other issues related to the sale of items on the e-shop not discussed herein.
