



# Right of withdrawal form

## Application on return of the goods

Goods	
Reason for return (may leave blank)	
Form and number of a purchase supporting document	
Name, surname of the buyer	Personal code
Bank of the buyer	Account

In accordance with the right of withdrawal, the Consumer may return the goods without specifying the reason for return within 14 days since the date of purchase.

Upon use of the right of withdrawal, please consider the following conditions:

- The goods may be inspected, but not used;
- Keep and avoid damaging the original package and assemblage of the goods;
- The Consumer shall return the goods to the seller within seven days after he/she has sent the written withdrawal.

After receiving of the aforementioned items, the money will be returned to you within 14 calendar days by bank transfer to the account provided for in this form (the account shall be the same as the payer's account).

Handed over by	Signature
Received by	Signature
SIA "ORBITA TELECOM", LV40103239076, Brīvības iela 40-41, Rīga, LV-1050, Latvia, +371 27766333	Date of receiving



# Terms on the use of the right of withdrawal

## I. Right of withdrawal:

1. On the grounds of the Cabinet Regulations No 255 "Regulations on Distance Contracts" of May 20, 2014, you are entitled to withdraw from this contract within 14 (fourteen) days without specifying the reason.
2. The right of withdrawal expires within 14 days from the date when you have gained or a third party other than the carrier and specified by you has gained possession of the goods.
3. In order to use the right of withdrawal, you shall inform us - SIA "ORBITA TELECOM", registered office: Brīvības iela 40, Rīga, LV-1050, phone number: +371 27766333, e-mail: info@just5.com on the decision to withdraw from this contract (see the form of the right of withdrawal published at the website of SIA „ORBITA TELECOM” www.just5.com/latvia/lv/atbalsts).
4. In order to comply with the term of the right of withdrawal, it suffices to send the notice on the use of the right of withdrawal before the expiry of the right of withdrawal.

## II. Consequences of the withdrawal:

5. If you withdraw from this contract, we shall repay to you all payments received from you latest within 14 days from the date when SIA «ORBITA TELECOM» has received the signed and completed Right of withdrawal form together with the goods to be returned in full assemblage. In any case you will not be charged due to such repayment.
6. You shall have to return the goods at the www.just5.com office in Brīvības iela 40-41, Rīga without unreasonable delay and in any case not later than within 14 days from the date when you have notified us regarding your decision to withdraw from this contract. Please consider that SIA ORBITA TELECOM may refuse to accept the goods sent by mail, since it is not possible to record the possible visual damages and the content of the assemblage of the goods at the moment of acceptance in the presence of both parties. If you send the goods to the office of SIA ORBITA TELECOM by courier, you consent to the visual state and assemblage of the goods identified unilaterally by SIA ORBITA TELECOM upon receiving of the goods. Any further claims in regard to the fact that it does not comply to what you had sent shall be considered unfounded, therefore we recommend handing over the goods in person in Rīga, Brīvības iela 40-41.
7. You shall have to bear the direct costs related to the return of the goods.
8. You shall be responsible for depreciation of the goods if the goods have been used for purpose other than identifying the nature, properties and operation of these goods.
9. Within the term of expiry of the right of withdrawal you shall be entitled to use the goods to the extent as required to inspect the nature, properties and operation of the goods (to the same extent as it might be done before purchasing the goods in a regular store, for example, for mobile phones – to turn it on without removing the protective film, without inserting the SIM card and making calls, without synchronizing the data, etc.). Upon use of the right of withdrawal you shall be responsible for the use of the goods that exceeds the extent provided for the inspection of the nature, properties and operation of the goods. You shall be responsible for such use of the goods within the term of expiry of the right of withdrawal, which is not compatible with the principle of good faith, and for the impairment of the value, quality and safety of the goods.
10. You shall be responsible for the ensuring of the quality and safety of the goods within the term of expiry of the right of withdrawal.
11. Except for the cases specified in the article 12 of these regulations, you shall be entitled to use the right of withdrawal and unilaterally withdraw from the contract within 14 days by bearing:
  - 11.1. the costs for delivery of the goods other than the cheapest standard delivery option offered by SIA „ORBITA TELECOM”;
  - 11.2. direct costs for the return of the goods, except for cases when SIA „ORBITA TELECOM” has agreed to bear these costs or has not informed you that you shall have to bear the costs;
  - 11.3. depreciation of the goods, if the goods have been used for purpose other than identifying the nature, properties and operation of the goods, as confirmed by the diagnostics performed at the service authorized by the manufacturer of the goods. You shall not be responsible for the depreciation of the goods if SIA „ORBITA TELECOM” has failed to inform you on the right of withdrawal in accordance with the procedure specified in the regulations on the protection of the consumer rights;

II. The consumer shall not be entitled to use the right of withdrawal:

12. In the cases stipulated in the Section 22 of the Cabinet Regulations No 255 "Regulations on Distance Contracts" of May 20, 2014, including if:
  - 12.1. the consumer has requested the seller or the provider of the service to arrive and perform urgent repair or technical maintenance works. If upon arrival at the consumer's place the seller or the provider of the service shall provide additional service or deliver goods other than the required spare parts for the purpose of performing repair or technical maintenance works, the right of withdrawal shall apply to the aforementioned additional services or goods;
  - 12.2. upon return of the goods it has been identified that the goods have been mechanically and/or visually damaged;
13. The consumer shall keep the documents related to the purchase.
14. You may fill in the Right of withdrawal form in the official language.
15. The images of the goods displayed in the internet store www.just5.com may slightly differ from the offered goods. In order to specify the description of the goods or prevent the uncertainties related to ordering of the goods, please contact www.just5.com by e-mail: info@just5.com, tel. 27766333, in order to avoid unpleasant misunderstandings.

SIA „ORBITA TELECOM” hereby informs that in case if impairment of the value of the returned goods has been identified, it will bring an action to the court to recover the damage caused to SIA „ORBITA TELECOM” as a result of the actions of the consumer.

Respectfully,  
SIA «ORBITA TELECOM»