

1. General provisions, terms and conditions

1.1. These terms of use (hereinafter referred to as **Terms**) regulate all legal relations between Veikand AS, (register code 10313504, VAT nr EE100084450, location Kaevu 10 Pärnu 80037, tel. +372 446 4930, e-mail netipood@veikand.ee or veikand@veikand.ee, hereinafter referred to as the **Seller**) the owner of www.saksavorst.ee online shop (hereinafter referred to as the **Online shop**), and the user of the online shop (hereinafter referred to as the **Buyer**), as well as the general conditions concerning the use of the online shop.

1.2. The service of the online shop allows the Buyer to conclude a sales agreement with the Seller regarding the item(s) sold at the online shop (hereinafter referred to as **Item/Items**). In addition, the Buyer has the option to present rent agreement application(s) at the online shop.

1.3. www.saksavorst.ee is an online shop created by the Seller, from which the Buyer can buy required Items/Services.

1.4. Before the Buyer can purchase the items or apply for a rent agreement, the Buyer must confirm that he or she has examined these Terms, agrees to follow them and addresses these conditions as binding factors to the transaction. A Buyer who does not agree with these Terms can not conclude a sales contract with the Seller.

1.5. In addition to the present Terms, the legal relations arising as a result of purchasing Items from online shop are regulated by applicable legislative acts of Estonian Republic. The Buyer and Seller must refer to these legislative acts even if there are some issues that are not covered in these Terms.

1.6. In order to provide the best and most secure service and for the benefit of the online shop development, the Seller has the right to amend and supplement the present Terms as well as the price list. All terms and pricing changes will be published online at www.saksavorst.ee. These Terms and pricing changes come into effect immediately after

their publication on www.saksavorst.ee website. Should the order be placed before the Terms change have occurred, the legal relations between the Buyer and the Seller are to be regulated according to the conditions which were in force at the time of placing the order, unless provided otherwise by law or the present terms.

2. Parties of the sales agreement

2.1. The Seller is the owner of the online shop, Veikand AS (register code 10313504, VAT nr EE100084450, location Kaevu 10 Pärnu 80037, tel. +372 446 4930, e-mail netipood@veikand.ee and veikand@veikand.ee)

2.2. The Buyer can be any natural or juridical person over 18 years old, who has confirmed that he or she has examined these Terms and agrees to follow them before concluding a sales agreement or applying for a rent agreement.

3. The prices, availability and product information of the Items

3.1. All the Item prices in the online shop are in euros and include the VAT that is applicable during the time of the sale.

3.2. In addition to the sales price of the Item, the Buyer is obligated to pay for the transport costs that are related to the delivery of the Item (hereinafter referred to as **the transport costs**), except when the Buyer has chosen to pick the Item up from the address Kaevu 10 Pärnu. If the destination of delivery is within Estonia, the Transportation cost is (depending on the number of Items) **3,90 €** for up to a weight of **5 kg** (Smartpost), **5,00 €** for up to a weight of **5 kg** (Omniva) **5,90 €** for up to a weight of **5 kg** (ELS Kuller), **4,90 €** for over a weight of **5 kg** (Smartpost), **6,90 €** for over a weight of **5 kg** (Omniva) and **9,90 €** for over a weight of **5 kg** (ELS Kuller). Provided that it is in accordance with the transport conditions of the transportation company. Generally the Items are delivered to the Buyer within 3 work days. When the shopping cart contents exceeds 200 €, then the goods are delivered to the customer free of charge.

3.3. The Seller has the right to change the prices of the Items at any time without notice. Should the Seller change the price of an Item after the Buyer has made an order, the Seller

is obligated to sell the item with the price that was valid when the buyer made the order. In case the changed price is cheaper than the price that was valid when the Buyer made the order, the Buyer has no right to demand a price difference compensation or for the Item to be sold with the new cheaper price. In case the changed price is greater than the price that was valid when the Buyer made the order, the Buyer has the right (following the conditions of chapter 6.1. of the Terms) to withdraw from the order, with respect to chapter 6.4 of the Terms.

3.4. In case there is a situation where the price of an Item in the online shop has lowered/ has been lowered drastically due to a technical problem, and the Seller has not separately stated that this is a discount price, the Seller has the right to withdraw from the sales agreement, provided that the Seller has not yet delivered the Item to the buyer.

3.5. To get a full overview of the product that interests the Buyer, the Buyer has the options to turn to the Seller through an e-mail inquiry, which will be sent to netipood@veikand.ee, call the phone number +372 504 6928, or, depending on the product and when a separate meeting agreement has been organized beforehand, come to the office of AS Veikand (address Kaevu 10 Pärnu).

3.6. Quantity and pricing changes reflected in the product information come into effect immediately after their publication on the www.saksavorst.ee online shop.

3.7. If there is a separate delivery date mentioned in the product information, it is shown in working days.

4. Placing the order and concluding a sales agreement

4.1. Orders will be accepted through the automatic ordering system at the www.saksavorst.ee online shop.

4.2. Ordering an Item is not the same as concluding a sales agreement. In order to conclude a sales agreement and for the obligations to take effect, one has to fulfill the conditions of paragraph 4.14. in these Terms.

4.3. In order to conclude a sales agreement concerning the chosen Item, the Buyer must first add this Item to the Shopping Cart by clicking on the „Add to cart“ button next to the product information. If the Buyer wants to purchase additional Items, he or she has to do the same procedure for every Item separately.

4.4. When the Buyer has chosen the needed Items and added them into the Shopping Cart, the Buyer must then click on the button „Shopping Cart“, located at the upper part of the page. The buyer can now Increase or decrease the number of Items chosen, or remove Items from the Cart. The changes made in the Shopping Cart section will update automatically.

4.5. Transportation costs will be added to the Item prices (following chapter 3.2. of the Terms) which have been chosen into the Shopping Cart. These costs will appear on a separate line and will correspond to the Transportation terms the Buyer has chosen.

4.6. When the Buyer has made the final decisions concerning the required Items and wishes to proceed with the sales agreement, he or she has to click on the link „Proceed to Checkout“.

4.7. Before the Seller can accept the order, the Buyer must enter his or her contact information and fill out a form with personal data (first name, last name, destination of the Item: city, address, postcode, contact telephone, e-mail address; company name, company register code, VAT nr, legal address, destination of the Item, first and last name of a company representative).

4.8. Before placing the order the Buyer must choose a desired method of Transport from a given list. One can choose between three different Transportation methods: pick the item up yourself at Kaevu 10 Pärnu, retrieve the Item from the parcel service station or get the Item delivered to your door. The parcel service provider is Smartpost or Omniva and the delivery service is provided by ELS Kuller. When the shopping cart contents exceeds 200 €, then the goods are delivered to the customer free of charge.

4.9. Before one can formalize the sales agreement conclusively, the Buyer must choose a payment method, after which he or she must click on the button „Pay“ („Maksma“). Different payment methods are described below:

4.9.1. Through an online bank environment: one can choose between Swedbank, SEB and LHV Pank. The Buyer will choose the required bank through which he or she wishes to make the purchase, or;

4.9.2. Using invoice by clicking on the button „Pay by invoice“ („Tasun arve alusel“).

4.10. The buyer gives the Seller the right to use and preserve the entered personal information. The seller ensures that all the personal data submitted by the customer while visiting and effecting purchases in Saksavorst e-shop are considered confidential.

4.11. While filling out the order form the Buyer must tick the box „I have read and agree with the Terms of purchase“ („Olen lugenud ja nõustun ostutingimustega”), by which the Buyer ensures that he or she has examined the Terms, understood them and agrees to conclude a sales agreement with the Buyer based on these Terms. The Buyer also has an option to print out these Terms or save them digitally into the computer.

4.12. After filling in the personal data, choosing the Transportation and payment method and clicking on the button „Place an order“ („Esita tellimus”), the Buyer must (if he or she has chosen one of the three online banking links as a means of payment) click on the button „Pay“ („Maksma“), after which one will be directed to the chosen online banking environment. After finalizing the purchase in the online bank environment, the Buyer must click on the button „Back to the merchant“ („Tagasi kaupmehe juurde“), after which the Seller gets a payment confirmation from the bank. If the Buyer does not click on this button, the Seller is not responsible for the order not being received or any damages deriving from this, because in this case the Buyer has made an obvious error.

4.13. When the Buyer has chosen the invoice option as a method of payment, an invoice will be sent to the Buyer after he or she has filled in the personal information form and clicked on the button „Pay“ („Maksma“). The invoice will be sent to the e-mail address the

Buyer determined before. In order to conclude the sales agreement, the Buyer is obligated to pay for the sent invoice by whichever method he or she chooses.

4.14. The sales agreement is considered to be concluded from the moment the Seller has received a bank confirmation regarding a full payment from the Buyer, or when the invoice has been paid and the required full amount has been transferred to the Seller's bank account. When a successful order has been completed and the sales agreement has been concluded, the Seller will send a payment confirmation to the Buyer's e-mail address. Therefore the sales agreement is considered to be concluded from the moment the agreed sum of money has been transferred to the Seller's bank account, or when the money has been brought to the Seller's office in cash, following a prior pre-agreement.

4.15. When the Buyer has not paid for the ordered Items and the payment deadline (usually 7 working days after placing the order, or following the Seller's separate deadline) has passed, the Seller will automatically cancel the order and a sales agreement between the Seller and the Buyer will not be concluded.

5. Order fulfillment and delivery

5.1. The Seller is obligated to start fulfilling the order as soon as the information about the conclusion of the sales agreement has been received, handing the Items in question over to the determined transportation company, so they can start the delivery process.

5.2. While forming the order, the buyer can choose the suitable method of Transport and delivery:

5.2.1. The Buyer can pick the Item up from the Seller's office, address Kaevu 10 (open during working days at 09.00 - 17.00);

5.2.2. The Buyer can use the SmartPost or Omniva parcel service. The package must meet the requirements mentioned below:

5.2.2.1. The weight of the package can not exceed 25 kg (including the packaging);

5.2.2.2. The dimensions of the package can not exceed 60 x 36 x 60 cm. If the ordered Items do not fit into the package terminal, they will be sent to you via ELS courier.

5.2.3. The Buyer can use the ELS courier service. The package will be delivered to the address determined by the Buyer.

5.3. The Items will be delivered to the Buyer's address (within the borders of Estonia) usually within 3 working days and the transfer of the Items to the Buyer will happen between 08.00-20.00 during working days and between 10.00-15.00 during Saturdays. If possible, the transportation company will call the Buyer in advance and appoint an exact delivery time. The seller asks that the presence of the Buyer or an authorized person is there during the transfer process.

5.4. The Seller is not responsible for a delivery date delay or any other related misunderstanding which has been caused by inaccurate or incorrect data submitted by the Buyer during the order process. The Buyer has no right to withdraw from the sales agreement in this situation.

5.5. In case there are any external damages to the package, please contact us at netipood@veikand.ee or +372 504 6928.

5.6. The Buyer must open the package carefully without damaging it and preserve the package and all the serial numbers and stickers that are on it. This is to exclude the risks associated with the wish to withdraw from the sales agreement, following chapter 6.7. of the Terms.

6. Withdrawing from the sales agreement

6.1. The Buyer has the right to withdraw from the sales agreement in a situation where the sales agreement between the Buyer and the Seller has been concluded, but the delivery time has passed the set delivery date due to reasons deriving from the Seller, or when the price of the Item has increased after concluding the sales agreement. The Buyer has the right to

withdraw from this agreement within 3 days after the delivery date by presenting a written withdrawal application to the Seller.

6.2. A natural person has the right to withdraw from the sales agreement within 14 calendar days after delivery. In order to withdraw from the sales agreement, the Buyer must present a written withdrawal application to the Seller during these 14 days. If necessary, the online shop has the right to demand additional photographs of the Item. Since the withdrawal may be due to a technical reason of which the Buyer has no professional competence, the Buyer must write a description of the reason of withdrawal into the withdrawal application to help the Seller advise the buyer so that they could solve this problem which may have happened due to mishandling of the Item. When this method does not help to solve the problem, the Buyer has the right to return the Item.

6.3. The Buyer has no right to withdraw from the sales agreement when the Item in question is a product which can not be returned due to its nature, which has been opened, which is quickly deteriorating or which usage period has passed;

6.4. When the Buyer withdraws from the agreement, the Seller is obligated to return the sales price that was paid for the returned Item. The sum is to be transferred to the client's bank account no later than 14 days after receiving the client's return claim, provided the product has been returned by the same deadline, the Item meets the requirements that are mentioned in paragraph 6.5. of the Terms and there is no reason to decrease the sum of money being returned to the Buyer or to make any other settlement in accordance with paragraph 6.7. of the Terms, or when the Term in question comes into action due to paragraph 3.3.

6.5. The returned product must be fully complete, in the original packaging (should contain all the items contained in the product packaging, all the accessories etc). The returned Item must not be used and must be in the original packaging. If it turns out that the Item is used, the Seller has the right to decline the return or follow the principle of reasonable use. The package of the returned Item must not be damaged and it must have a commercial appearance.

6.6. The Buyer will compensate the transportation costs that are connected with returning the Item to the Seller.

6.7. Should the returning product (and/or product packaging) be damaged or degraded, and should such degradation be caused by circumstances which the Seller cannot be held responsible for, or be caused as a result of inappropriate use, the Seller has the right to deduct the sum of product degradation from the sum paid by the Buyer and due to be refunded. To make a deduction, the Seller will send a deduction application to the Buyer's e-mail address specified in the order. Should the Buyer not agree with the amount of deduction, he or she has the right to involve an independent expert to determine the amount of product's degradation. The cost of the expertise is splitted equally between the Buyer and Seller, unless one of the parties has claims, which are obviously unreasonable. In this case the cost of the expertise is to be borne by the party, whose claim is obviously unreasonable.

6.8. In case there is a situation where the price of an Item in the online shop has lowered/ has been lowered drastically due to a technical problem, and the Seller has not separately stated that this is a discount price, the Seller has the right to withdraw from the sales agreement, provided that the Seller has not yet delivered the Item to the buyer. The Seller has the right to withdraw from this transaction within 3 working days after this faulty price has been revealed by presenting a corresponding written application to the Buyer. In case this withdrawal is made, the Seller is obligated to return the sales price and any related transportation costs to the Buyer within 14 calendar days.

6.9. In case it is apparent after the return of the Item that the Item corresponds to the conditions in paragraph 6.3. of the Terms and/or does not correspond to the conditions in paragraphs 6.5. and 6.7., the Item will not be returned and will be stored by the Seller. The costs of storage and other costs related to the return will be covered by the buyer.

6.10. The Buyer will agree with the possibility that when the conditions set in paragraph 6 are misused, the Seller could refuse to serve the Buyer in the future.

6.11. In addition to the withdrawal right brought out in the chapters 6.1., 6.2. and 6.8, both the Buyer and the Seller have the right to use other legal protection remedies in case there is a justified violation of the Terms or the Item is inadequate.

7. The Seller's liability when the Item is inadequate and the manufacturer's warranty.

7.1. The Seller is responsible for any non-compliances between the Item and the agreement conditions and any Item deficiencies, which occur within 24 months after delivery, provided that the manufacturer has not stated otherwise.

7.2. When the Buyer finds a deficiency, he or she must notify the Seller no later than two months after the discovery by presenting a written complaint. In the complaint the Buyer must mark down his name and contact information, the date of the complaint, the date when the deficiency was discovered, a description of the discovery, the Buyer claim submitted to the Seller and add the corresponding sales agreement related to the Item in question.

7.3. In case of a deficiency, the Buyer has the right to demand a free repair from the Seller or a functioning replacement Item. If this is impossible or unreasonable, the Buyer can withdraw from the sales agreement, provided that:

7.3.1. The Seller can not repair or replace the Item,

7.3.2. The repair fails or the Seller fails to eliminate the deficiency within a reasonable time limit.

7.4. The Seller is not responsible for the damage or degradation of the product caused by the client or if the deficiency has been caused by the inappropriate use of the Item. Also, The Seller is not responsible for normal physical wear caused by normal usage. In addition, the Seller is not responsible when the Buyer ignores the terms of use provided by the manufacturer and the regulations determined in the instruction manual.

7.5. In addition to the Seller's liability described in chapter 7.1. of the Terms, a 6 month manufacturer's warranty is given to the Item as well, which exact description, scope and

other conditions are provided by the specific manufacturer in the warranty conditions. To get a full overview of a particular warranty, the Buyer has the options to turn to the Seller through an e-mail inquiry, which will be sent to netipood@veikand.ee or call the phone number +372 504 6928.

7.6. The Buyer is obligated to use the online shop service only in accordance with the law and based on good practices.

8. Changing the Terms, resolving disputes

8.1. The Seller has the right to change the conditions of the Terms partly or fully without notice. The changes will come into force right after their reveal at the online shop web page www.saksavorst.ee. If the Buyer placed an order before the Terms were changed, the legal relations between the Buyer and the Seller are to be regulated according to the conditions which were in force at the time of placing the order, unless provided otherwise by law or the present terms.

8.2. The Seller and the Buyer are mutually liable for any damage caused to another party by not complying to the present terms in amount and in cases provided for by the applicable European Union legislative acts. The Seller is not responsible for the damage incurred to the customer as well as product delivery delays, should such damage or delivery delay be caused by circumstances beyond the Seller's control, and occurrence whereof the Seller did not foresee and could not have possibly foreseen (Force Majeure).

8.3. All the disputes between the Buyer and the Seller regarding the ordering and buying of products from the saksavorst online shop are to be resolved by negotiations. Should the compromise not be reached, the Parties have the right to turn to the Customer Protection Department or the local court. If the case goes to court, the Buyer and Seller agree to choose a local court that is located near the Seller.

8.3.1. The Buyer has the right to turn to the Customer Protection Department, address Rahukohtu 2, Tallinn 10130, e-mail info@tka.riik.ee.