

The owner of the online shop ABCD.EE (hereinafter referred to as the online shop) is OÜ _____ (registry code _____), located at _____.

Term of sales contract and information about goods and prices

The sales terms apply to purchasing goods from the online shop.

The prices of the products sold in the online shop are indicated next to the products. A fee for delivery of the goods is added to the price.

The fee for delivery of the goods depends on the location of the buyer and the delivery method. The delivery fee is displayed to the buyer when the order is placed.

Information about the goods is provided in the online shop next to the goods.

Placing an order

To order goods, the requested goods should be added to the shopping cart. To finalise the order, the required data fields should be filled in and a suitable means of delivery chosen. The total price is then displayed on the screen, which can be paid via a bank link or using another payment solution.

The contract enters into force after the amount subject to payment has been credited to the bank account of the online shop.

If it is not possible to deliver the ordered goods due to lack of stock or another reason, the buyer will be notified as soon as possible and the cost paid (including delivery fees) will be refunded usually within 1-2 working days. Depending on the method of payment, the refund may take up to seven working days.

Delivery

Goods are delivered to the following countries: _____

The delivery cost of the goods is borne by the buyer and the respective price information is displayed next to the delivery method.

In Estonia, parcels will normally arrive at the location specified by the buyer within 3-7 working days of entry into force of the sales contract. Outside Estonia, goods are usually delivered within ____ calendar days.

In exceptional cases, the goods may be delivered within a time frame of up to 30 calendar days.

If the online shop has notified the buyer of delivery issues and a term exceeding 30 calendar days on their website or in the order confirmation, the term specified by the online shop applies.

Right of withdrawal

After receiving the order, the buyer has the right to withdraw from the contract entered into with the online shop within 14 days *[depending on the goods, the buyer may not have the right to withdraw; the relevant goods and services should in that case be listed and should meet the requirements set out in subsection 53 (4) of the [Law of Obligations Act](#)]*.

The right of withdrawal does not apply if the buyer is a legal person.

To exercise the 14-day right of withdrawal, the buyer may not use the ordered goods in any other way than is necessary in order to examine the nature, properties and functioning of the goods in the same way the buyer would be allowed to test the goods in a physical shop.

If the products have been used in any other way than is necessary for the nature, characteristics or functionality of the goods or they have wear marks, the online shop has the right to reduce the refundable amount in accordance with the decrease in value of the goods.

In order to return the goods, the buyer should submit a withdrawal application whose form can be accessed *here*: [withdrawal application](#) and send it via e-mail no later than 14 days of receiving the goods.

The costs of returning the goods will be borne by the buyer, unless the reason for return is the fact that the item being returned does not correspond to what was ordered (e.g. an incorrect or defective item).

The buyer should return the goods within 14 days of submitting their application to do so or provide proof that the goods have been handed over to the carrier within that period.

Having received the returned goods, the online shop refunds the buyer any amounts received from the buyer on the basis of the contract immediately but no later than within 14 days of receiving the application for withdrawal.

The online shop may refuse to process the refund until it receives the item that is the object of the contract or until the buyer submits proof that the item has been sent back, whichever happens first.

If the buyer has explicitly chosen a method of delivery different from the most inexpensive normal method of delivery offered by the online shop, the online shop is not required to refund to the consumer the amount exceeding the cost of normal delivery.

The online shop has the right to withdraw from the sales transaction and request that the goods be returned by the buyer if the marked price of the goods in the online shop is significantly lower than the market price of the goods due to an error.

Right to file a complaint

The online shop is liable for the non-compliance of the goods sold to the buyer with the terms and conditions of the contract or for the defects which existed at the time of delivery of the item and which become evident within up to two years of the delivery of the goods to the buyer. Within the first year after the item was delivered to the buyer, it is presumed that

the defect already existed at the time of delivery. It is the responsibility of the online shop to disprove this.

In the event of a defect, the buyer has the right to contact the online shop no later than within two months by sending an e-mail to _____ or by calling _____.

The online shop is not liable for defects that have occurred due to the consumer's action or inaction (incorrect use, an accident, etc.) after the goods were delivered or in the case of normal wear and tear caused by normal use of the item.

If the goods purchased in the online shop have defects for which the online shop is liable, the online shop will repair or replace the defective goods. If the goods cannot be repaired or replaced, the online shop will refund all fees incurred under the sales contract to the buyer.

The online shop responds to the consumer's complaint within 15 days in writing or in a format that can be reproduced in writing.

Direct marketing and processing of personal data

Note: This section can either be included in the sales terms or as a separate page (in the latter case, customer's should be asked to consent to these terms and conditions separately, e.g. in the cart).

Example instructions on how to draw up this section can be found [here](#). (Note: The example is a guide to prepare your own terms and conditions. The privacy policy of every online shop varies a little, depending on the features of the specific online shop.)

Resolution of disputes

If a buyer has complaints regarding the online shop, they should send them via e-mail to _____ or call _____.

If the buyer and the online store fail to resolve a dispute by reaching an agreement, the buyer has the right to turn to the Consumer Disputes Committee. The procedural rules can be examined and an application can be filed [here](#). The Consumer Disputes Committee is authorised to resolve disputes arising from the contract entered into between the buyer and the online shop. The buyer's complaints are reviewed by the Committee free of charge.

The buyer may turn to the [Online Dispute Resolution platform of the EU](#).