

MAGRADA E-SHOP TERMS OF PURCHASE AND USE



Conditions shall be valid as of 13.05.2020

1. General terms

1.1. The Terms of Purchase and Use (hereinafter the Terms) apply to the purchase of goods from the magrada.eu e-store (hereinafter the e-Shop). The seller of the goods and the owner of the e-Shop is Magrada OÜ (hereinafter the Seller), address Järva 9b, 80023 Pärnu, registry code 1280763, phone +372 526 4206, e-mail magrada@magrada.eu. The Terms apply to the legal relationship between all customers (hereinafter Customer) and the Seller in the purchase of goods through the e-Shop.

1.2. In addition to the Terms, the valid legislation of the Republic of Estonia shall apply to the purchase and sale agreements (hereinafter the Agreement) concluded between the Seller and the Customer via the e-Shop.

1.3. The Seller has the right to unilaterally change and supplement the Terms by publishing the updated Terms on the e-Shop's web address <https://www.magrada.eu/en/contact/terms-and-conditions-of-purchase-and-use/>. If the Customer ordered the goods before the publication of the updated Terms, the Terms valid at that time shall apply.

1.4. The Customer has the right to save the Terms before submitting the order and, if necessary, to represent them.

2. Product and price information

2.1. The prices and quantities of the products sold in the e-Shop are indicated with the products.

2.2. The prices are indicated in Euros and include VAT.

2.3. The delivery costs are valid in accordance with clause five of the Terms.

2.4. The information and description of the goods are provided in the e-Shop directly next to the goods.

3. Placing an order

3.1. Orders can be placed in the e-Shop as a guest. By placing an order, the Customer agrees to the Terms and the Seller's Privacy Policy.

3.2. To order goods, the Customer must add the desired product(s) to the shopping cart.

3.3. To place an order, fill in the required fields and select the proper SmartPOST (<https://www.smartpost.ee/>) or Omniva (<https://www.omniva.ee/>) parcel machine to which the ordered goods will be delivered.

3.3.1. When ordering goods abroad, the country must first be selected in the field.

3.3.1.1. The goods can be ordered abroad in the following countries: Latvia, Lithuania, Finland, Sweden, Germany and France.

3.3.2. When placing an order during the non-summer period, the Customer must take into account the weather conditions when choosing the delivery method. For example, if a Customer chooses a parcel machine that is located outdoors, the product may be damaged by the cold. Therefore, the Seller advises the Customer to order the goods from the parcel machine located inside the building during the non-summer period. However, if the Customer orders the product from a parcel machine located outside, the Seller advises the Customer to pick up the order as soon as possible. Failure to comply with at least one of these recommendations will not render the Seller liable for damage to the product due to weather conditions, so the right of withdrawal does not apply in this case.

3.4. The Customer pays for the order in the payment methods offered by the Seller.

3.4.1. Before placing an order, the Customer must make sure that all the information (s)he has entered is correct and that the products in the shopping cart and their quantity correspond to the Customer's actual wishes. The Seller is not responsible for errors made by the Customer in entering the data and selecting the goods and their quantity, and for the resulting damage.

3.4.2. After paying for the order, the Customer must press the "Back to Merchant/ Tagasi kaupmehe juurde" button. The Customer is automatically returned to the checkout of the e-Shop, where it is possible to view the submitted order data and download the invoice. Also, after paying for the order, the Seller sends the Customer an e-mail confirming the receipt of the order and payment with the invoice.

3.5. The Agreement between the Seller and the Customer enters into force upon receipt of the amount paid for the order is transferred to the Seller's bank account in Swedbank AS (<https://www.swedbank.ee/>).

3.6. If the ordered goods cannot be delivered due to the stock availability or for any other reason, the Customer will be informed as soon as possible by e-mail. In this case, the refund of the amount paid for this product(s) will be made to the bank account from which the payment was made, but no later than within 14 calendar days of receiving the notification.

4. Payment Terms

4.1. The Customer can pay for the order with a bank link or a bank card (Visa or MasterCard) through Maksekeskus (<https://maksekeskus.ee/>).

4.2. In the e-Shop, the Customer can use the bank link in the following banks.

4.2.1. **Estonia:** Swedbank, SEB, LHV, Pocopay, Liisi ID and Coop.

4.2.2. **Latvia:** Swedbank, SEB, Citadele and Luminor.

4.2.3. **Lithuania:** Swedbank, SEB and Luminor.

4.2.4. **Finland:** Aktia, Ålandsbanken, Danske, Handelsbanken, Nordea, Oma Säästopankki, Pohjola, POP Bank, S-Bank and Säästopankki.

4.3. Transactions made through Maksekeskus are settled in euros and the purchase amount is also deducted in euros.

4.4. To the cost of the order may be added a service fee according to the contract between the Customer and the bank or credit card issuer.

5. Delivery of goods and Liability

5.1. The goods can be ordered to SmartPOST and Omniva parcel machines. When ordering abroad, the goods arrive at the post office. The goods are sent abroad via AS Eesti Post (<https://www.omniva.ee/meie/ettevottest>).

5.1.1. The delivery fee (to the SmartPOST or Omniva parcel machine) within Estonia shall be borne in by the Seller, except for clause 5.5. of the Terms.

5.1.2. When ordering goods abroad, a delivery fee of 15.00 EUR will be added to the price of the goods, which will be borne in full by the Customer.

5.2. The shipment within Estonia usually arrives at the parcel machine chosen by the Customer within 2-5 business days from the date of the entry into force of the Agreement.

5.3. SmartPOST and Omniva inform the Customer of the arrival of the goods at the parcel machine by SMS, which contains a code to open the parcel machine door. When ordering abroad The Customer will be notified of the arrival of the goods by the relevant post office.

5.4. Upon receipt of the order, the Customer undertakes to open its packaging carefully, so that the product and its packaging cannot be damaged. If the Customer violates this requirement and at least the packaging of the product is damaged, the 14-day right of return does not apply to this case. Regardless of who actually opened the package of the order and caused the damage.

5.4.1. If upon receipt of the product, the Customer discovers that the wrong or defective product has been sent to him/her or the product reaches the Customer in poor condition and / or the main packaging is opened, the Customer must notify the Seller by e-mail in accordance with clause 6.4., adding a good quality evidence (such as photos).

5.4.1.1. Instead of returning a product that is incorrect, defective, in poor condition or in with an open main packaging, the Seller and the Customer can, if they wish, agree in writing to reduce the price paid for that product in order to avoid returning the product. If an agreement is reached the Seller is obliged to return the amount agreed to the Customer for this product to the same bank account from which payment for this product was made.

5.4.2. The Seller is responsible for damage to or loss of the product ordered by the Customer during transportation. From the moment of delivery of the goods, the Seller is no longer responsible for the damage or loss of the goods. The ordered goods are considered delivered when they have reached the parcel machine or post office chosen by the Customer.

5.5. If the Customer has not received the ordered goods within the deposit period specified by SmartPOST, Omniva or a foreign post office (usually within seven calendar days – more detailed information is available on the websites of these suppliers), the Seller considers that the Customer has cancelled the order. In this case, the Seller shall refund the amount paid for the order to the bank account from which the payment was made no later than within 14 business days from the date of receipt of the order cancellation notice. In this case, the costs of sending and returning the order are borne in full by the Customer. Accordingly, the Seller also has the right to do settlement of accounts when making the refund.

5.6. The Seller is not responsible for the delay in the delivery of the goods ordered by the Customer if the goods were forwarded to the supplier on time, but the delivery was delayed due to a circumstance which the Seller could not control or affect.

5.7. The Seller shall not be liable for any damage caused to the Customer if, for reasons beyond the Seller's control, the third party has acquired the parcel machine door code and the goods have been received on the basis thereof.

6. Right of Withdrawal and Complaints Submission Process

6.1. After receiving the order, the Customer has the right to withdraw from the contract concluded in the e-Shop within 14 calendar days. The order is considered received from the moment it is received from the parcel machine or post office. The right of withdrawal does not apply if the Customer is a Legal person. The withdrawal procedure is described in clause 6.3.

6.2. Depending on the product, the Customer may not have the right to withdraw. In such case the corresponding products must comply with the conditions listed in § 53 (4) (four) of the Republic of Estonia Law of Obligations Act. These include used products, products with ruined or damaged packaging by the Customer. To use the 14-day right of withdrawal, the ordered goods may not be used in any other way than is necessary to ascertain the nature, characteristics and functioning of the goods in the same way you would be allowed to test the goods in an actual store.

6.2.1. The customer has the right to make acquaintance with the goods in the same way it is allowed to inspect similar goods in a physical store without using a tester. The Customer is responsible for the decrease in the value of the goods upon getting acquainted with the goods, if (s)he has used the goods in another way. If the product has been used for other purposes or the product or its packaging shows signs of use or wear, the Seller has the right to reduce the refundable purchase amount according to the decrease in the value of the product or refuse to refund the purchase price.

6.3. In order to return the purchased product, the Customer must submit a digitally signed withdrawal application for the purchase of the product by e-mail (using an ID card, Mobile ID or Smart-ID) to the Seller by e-mail no later than within 14 calendar days of receiving the product. The reason for returning the product must be stated in the withdrawal application. Withdrawal applications that are not digitally signed will not be accepted, unless the Customer does not have the possibility to digitally sign documents for objective reasons (for example, such a possibility does not exist in his/ her country). In this case, the application may be signed by hand.

6.3.1. The Seller undertakes to respond to the Customer's withdrawal application by e-mail within 14 calendar days from the date of receipt of the application.

6.4. The costs of returning the goods shall be borne by the Customer, unless the reason for the return is a circumstance for which the Seller is responsible.

6.5. The Customer is obliged to return the product within 14 calendar days following the submission of the application or to provide the Seller with a written proof by e-mail that (s)he has returned the product in the same way to the same supplier who delivered the order. Therefore, the Seller recommends that the Customer takes a receipt from the parcel machine or post office confirming the return of the goods.

6.5.1. To return the product to the parcel machine, use the code given by supplier and follow the supplier's requirements. The product ordered abroad must be returned to the same post office through which the order was received. If possible, the product must be returned to the Seller in the same packaging in which it was packed for transportation.

6.6. Upon receipt of the returned product and provided that the returned product meets all the return requirements, the Seller shall return the purchase amount paid for the product to the customer within 14 calendar days the latest. The refund shall be made to the same bank account from which the payment was received. If the returned product has been used for purposes other than those necessary to ascertain the nature, characteristics or functioning of the product or the product or its packaging shows signs of use or wear, the Seller has the right to reduce the purchase price return.

6.7. The Seller has the right to withdraw from the Agreement with the Customer if the price of the goods was mistakenly marked significantly lower the market price of the goods. In this case, the Seller returns the amount paid for his/her order to the Customer within 14 calendar days the latest. The refund shall be made to the same bank account from which the payment was received.

7. Promotional codes

7.1 The promotional code is a combination of numbers and/ or letters that allows you to make a purchase at e-Shop at a discount. The promotional codes may offer different value of discounts that apply to all or a part of our product range over a period of time.

7.2. The promotional code is valid for a limited period. A recipient will be notified about the date when the promotional code is received.

7.2.1. The promotional code can only be used in the e-Shop.

7.2.2. The promotional code gives a discount on products, including products that are already on sale.

7.2.3. An expired promotional code is invalid and cannot be exchanged for a new code.

7.2.4. Further information on the value and validity of campaign discounts can be obtained through advertising channels or the e-Shop.

7.2.5. The e-Shop promotional code can be used by anyone who has received information about the campaign via e-mail, SMS, social media or other advertising channels.

7.2.6. The Customer chooses a suitable product and adds it to the shopping cart. There is a field labelled "Have a coupon?" in the shopping cart, where you can use the promotional code. The discount is automatically applied after entering and confirming the correct and valid promotional code. The Customer selects a suitable delivery method and fills in the required data fields in the shopping cart.

8. Submission of Claims and Settlement of Disputes

8.1. If the Customer has a claim or complaint against the Seller, the Customer must first send it to the Seller by e-mail. The claim must include the Customer's full name, contact information, the date

of claim, the content of the claim and a proof of purchase. The claim must be digitally signed (using an ID card, Mobile ID or Smart-ID). Claims that are not digitally signed shall not be accepted, unless the client does not have the possibility to digitally sign documents for objective reasons (for example, such a possibility does not exist in his/ her country). In this case, the claim may be signed by hand.

8.1.1. The Seller undertakes to respond to the Customer's claim by e-mail within 14 calendar days from the date of receipt.

8.2. Claims are resolved primarily through negotiations between the Seller and the Customer.

8.3. If the Customer and Seller are not able to settle the dispute by agreement and if one party ignores the other for more than 30 calendar days, the parties have the right to take to the Pärnu County Court (<https://www.kohus.ee/et/maakohtud/parnu-maakohus>). The Customer can also turn to the Estonian Consumer Dispute Committee (<http://www.komisjon.ee>) or the European Union Commission

(<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>).

9. General Information relating to the processing of Customer's personal data

9.1. The Seller has the right to process personal data entered by the Customer, documents containing them and purchase data in accordance with the applicable legislation of the Republic of Estonia, Regulation (EC) 2016/679 of the European Parliament and Council, the Seller's valid Privacy Policy (<https://www.magrada.eu/en/contact/privacy-policy/>) and the Terms.

9.2. The data processor is the Seller.

9.3. The Seller uses the personal information entered by the Customer through the e-Shop (including full name, telephone number, e-mail address, postal address, bank details) primarily for processing the Customer's order (order completion, communication with the Customer) and compiling sales statistics.

9.4. The Seller forwards the Customer's personal data to the transport service companies (Itella Estonia OÜ or AS Eesti Post) in order to deliver the goods to the Customer fast, conveniently and securely.

9.5. The Seller sends newsletters and offers to the e-Shop visitor / Customer via e-mail only with the consent of the visitor / Customer through the e-Shop.

9.5.1. The Customer / visitor of the e-Shop can opt out the email offers and at any time by following the instructions at the end of the e-mail or by notifying the Seller via e-mail.

9.6. Additional information related to the processing of personal data is available on the e-Shop page <https://www.magrada.eu/en/contact/privacy-policy/>.

10. Cookies

10.1. The e-Shop uses cookies. Using E-shop means the visitor's consent to the cookies used. Cookies are used to collect information about how a visitor uses the e-Shop in order to provide the visitor with a better user experience of the e-Shop. You can opt out cookies at any time by changing the browser settings of the device and by deleting the saved cookies.

10.2. Additional information related to cookies is available on the e-Shop page <https://www.magrada.eu/en/contact/privacy-policy/>.

11. Other

11.1. The latest version of the Seller's Terms is always available on the e-Shop page <https://www.magrada.eu/en/contact/terms-and-conditions-of-purchase-and-use/>.