

# Webstore sales terms and conditions

## Sales terms and conditions of AS MASS webstore valid from 19.03.2020

Application for withdrawal from the contract

Submission of complaints application

### 1. Validity of the sales conditions

1.1. These sales terms and conditions apply between the buyer (hereinafter named as the Consumer) and the enterprise MASS AS (hereinafter named as the Seller) in case of purchases of goods and services from the webstore [www.mass.ee](http://www.mass.ee)

1.2. In addition to these conditions, the legal relationships established with the purchase of products from the webstore [www.mass.ee](http://www.mass.ee) are governed by the Law of Obligations Act (hereinafter as LOA), Consumer Protection Act (CPA) and other legislation valid in the Republic of Estonia.

1.3. AS MASS reserves the right to modify the sales terms and conditions. The named modifications are stated on the website [www.mass.ee](http://www.mass.ee)

### 2. Ordering

2.1. The moment you press the button "Add to cart", a shopping cart is formed. Adding a product to the shopping cart does not oblige the Consumer to purchase.

2.2. Select the desired product from the website.

2.3. If the product is in stock, the button "Add to cart" is displayed next to the product; if the product is currently out of stock, the button "On order" is displayed next to the product.

2.4. Click on the button "Add to cart" and if you wish to increase the quantity, press the + sign in the shopping cart.

2.5. The number of items in the shopping cart is displayed in a box in the upper right corner of the page. After that you can browse the webstore and add other products to the same cart.

2.6. By clicking "Complete the purchase" in the shopping cart, you will be able to enter your details.

2.7. Tick off the box "I agree to the terms of the webstore" under the ordering form and click on the button "Submit the order".

2.8. If all is correct, we send an advance payment invoice automatically to your e-mail. You can pay either by a bank transfer or via a bank link.

2.9. Contacts: [webstore.epood@mass.ee](mailto:webstore.epood@mass.ee), tel. +372 5885 5857. Working hours Mon-Fri 8:30-17:00 (except on public holidays, when we are closed).

2.10. The Consumer selects the delivery method and place for the order.

### 3. Purchase conditions

3.1. By purchasing on this website, the Consumer agrees to the following purchase conditions.

3.2. The Consumer shall confirm the order and pay for the whole order, using the payment environments provided by the Seller. Prior to making the payment, the Consumer shall verify that the products, quantities and prices stated in the order are in compliance with the actual wish of the Consumer.

3.3. The Seller starts to fulfil the order, when the Consumer has confirmed the order and paid for the whole order.

3.4. The Seller must be notified immediately by e-mail or telephone of any errors in the invoice (unwanted goods, quantities, etc.).

3.5. Should the Consumer wish to postpone a payment for a purchase or cancel an order, the Consumer shall immediately call at the number +372 5885 5857 (Mon-Fri 8:30-17:00, except on public holidays, when we are closed) or send an e-mail regarding the matter to the address

[epood@mass.ee](mailto:epood@mass.ee)

not later than in one working day from submitting the order. Any later changes cannot be fulfilled.

3.6. AS MASS has the right to cancel orders, which have not been paid for in 2 working days.

3.7. AS MASS reserves the right to disclaim the order of Goods in the following cases:

3.7.1. The price or characteristics of the Goods are incorrect due to human error or technical problems in the e-shop system.

3.7.2. The Goods ordered by the Consumer are out of stock.

3.7.3. The Supplier of the Goods has canceled the order.

3.7.4. The Supplier of the Goods has increased the price of the confirmed order and if the Consumer does not accept the price increase, AS MASS has the right to cancel the order.

3.7.5. All other special cases, including *force majeure* (for example, a fire in the Supplier's factory or a pandemic, etc., the list is not exhaustive), which does not depend on AS MASS's activity to deliver goods to the Consumer, but has proved unreasonably more expensive than the original price.

3.8. Purchases made in the webstore in the meaning of LOA § 56 (1) and (2) extend only to the Consumer.

#### 4. Stock inventory

4.1. Webstore products are in stock, if the button "Add to cart" is displayed next to the product; if the product is currently out of stock, the button "On order" is displayed next to the product.

4.1. In case of products marked as "On order", it may be necessary to order the product from the manufacturer. After sending the query, we shall inform the Consumer as soon as possible about the ordering and payment conditions and expected delivery time of the specific product.

4.2. It may happen, that we have run out of stock of a product between the last update of stock inventory and ordering of the product (stock inventory is updated 3 times in 24 hours). If the product ordered by the Consumer is out of stock, the Consumer shall be notified in the next working day at the latest, if the order has entered into force. The Seller shall offer a replacement product, if possible, with the consent of the Consumer.

4.3. The Consumer shall have the right to decline a product. The Seller shall refund the money according to the order or product cost.

4.4. The Seller shall have the right to withdraw from fulfilling an order or a purchase made by the Consumer, notifying the Consumer thereof by e-mail together with reasons for the withdrawal.

4.5. In case the Seller withdraws from fulfilling an order or a purchase made by the Consumer, the cost of the order/purchase shall be refunded.

4.6. The Seller shall have the right to establish the minimum and maximum weight/quantity of products, which can be ordered by a consumer.

#### 5. Price and payment

5.1. All product prices displayed in the webstore are in euros and include VAT.

5.2. All products can be paid for with a bank transfer or through a bank link of Swedbank, SEB, LHV, Coop Pank, Pocopay.

5.3. Products can also be paid for by instalments, using Slice, Liisi ID or Finora Credit.

5.4. The prices displayed in the webstore at the moment of the purchase apply to the products. If the sales price has changed by the moment of delivery, the price valid at the moment of ordering shall apply.

5.5. The Consumer shall pay for the order in advance in full, using the methods indicated in the webstore. A service fee may be added to the cost of the order pursuant to the agreement concluded between the Consumer and the issuer of the bank card or credit card. Payments through the bank link are effected in the secure environment of AS SEB. The Seller has no access to the banking details of the Consumer.

5.6 If the Consumer selects delivery by the Seller as the delivery method of the order (meaning that the order will not be collected by the Consumer), the cost of transportation shall be added to the sales price. The cost of road transportation is agreed in advance with the Consumer.

5.7. In case of a product with non-specific dimensions (sawn timber, veneer, edging material, etc.), the final price of the order may change (permitted tolerance +/-10% of the picked quantity of ordered and purchased goods).

5.8. The Seller shall pick the order and notifies the Consumer about the final price. A new invoice shall be drawn up accordingly, for payment or refund.

#### 6. Products

6.1. The product images in the AS MASS webstore are for illustrative purposes and may differ from the actual product.

6.2. In selecting natural timber please note that there are no trees with identical texture and tone, and therefore it is impossible to find a wooden product, which is exactly identical to what is shown in an image. Each log has its individual tone and texture. Natural wooden products can often include colour changes, knots and other natural features typical of wood, cracks may occur in time, because this is a "living" material. Occurrence of such features shall not give the right to return a product. By using natural wood you get a product, which is unique.

6.3. Product descriptions in AS MASS webstore may not be all-inclusive.

#### 7. Receiving the order

7.1. Orders may be received at a point-of-sale of AS MASS, or delivered to a parcel terminal or an address specified by the Consumer.

7.1.1. Receiving the orders at a point-of-sale

7.1.1.1. Orders are issued at points-of-sale on Mon-Fri 8:30-16:30 (except on public holidays, when points-of-sale are closed).

7.1.1.2. Orders are available at points-of-sale in the time period specified in the order. In case of delay with the collection of Goods for more than 7 working days, the Seller shall have the right to request contractual penalty 30 € (includes VAT) for each delayed day; in case of delay for more than 21 days, then 60€ (includes VAT) and suspend fulfilment of other orders. If the delay is more than 60 days and an additional request for collection of the Goods has been sent to the Consumer, and the request has not been fulfilled, the Seller shall have the right to request contractual penalty 240€ (includes VAT) for each delayed day or to sell the Ordered Goods and not refund any amount, which has already been paid.

7.1.1.3. The Consumer shall receive the order by presenting an identification document (ID card, passport, driver's licence) and the number of the order. In case of failure to present the identification document, the Seller may refuse from issuing the order.

7.1.1.4. The Seller shall not be liable to the Consumer for damage incurred, if third parties have got hold of the unique order number and as a result, the order, for reasons beyond the control of the Seller.

7.1.2. Receiving the orders by courier/road transport

7.1.2.1. Orders to be delivered by courier/road transport are as a rule delivered on the following working day at the address specified by the Consumer.

7.1.2.2. Upon delivery by courier/road transport/to parcel terminal, service fee of 6 € (includes VAT) for packaging may be added to the invoice.

7.1.2.3. The order is delivered to the specified address in a time frame specified in the order. The exact time of delivering the order shall be agreed in advance with the Consumer and courier or the company, which provides the transportation service.

7.1.2.4. The Consumer shall ensure receiving of the order in the time and at the address stated in the order. Should the Consumer not answer to the telephone and/or ensure receiving of the order at the first arrival of the courier/company providing the road transportation service at the location of the Consumer, the Consumer shall be notified about a failed attempt of delivery.

7.1.2.5. Should the handing over of the order at an agreed time fail due to circumstances attributable to the Consumer, the Seller shall consider the order received. The Seller shall not be obliged to refund automatically the amount paid by the Consumer.

7.1.2.8. After receiving the order, the Consumer shall have the right to refuse from a product with unspecific dimensions, while such products may only be refused from as a whole. The Seller shall refund the cost of the order or product to the Consumer.

7.1.2.9. Should the on-time delivery of an order fail due to circumstances attributable to the Seller, the Consumer shall be informed thereof at contacts stated in the order and the new time of delivery shall be agreed. In case of failure to agree on the new time, the Consumer shall have the right to withdraw from the order and the Seller shall refund the cost of the order to the Consumer.

7.1.3. Receiving orders from a parcel terminal

7.1.3.1. Orders to a parcel terminal shall be delivered to the address of a parcel terminal selected by the Consumer.

7.1.3.2. When the package arrives in a parcel terminal, the Consumer receives a message with the information about the arrival of the package, location of the terminal, opening hours and personal door code.

7.1.3.4. We deliver adhesives, sealant compounds, etc. only to Itella parcel terminals, by courier or road transport. Fragile, flammable goods are not delivered to parcel terminals.

7.2. Inspection of products and the transfer of risk for product damage or loss

7.2.1. Upon receiving the order, the Consumer is responsible for verifying, if the products are in conformity with the invoice/delivery note. Products, which are not in conformity (such as damaged/defective products, products not ordered, unsuitable replacement products, etc.) shall be written on the invoice/delivery note, which will remain with the courier, or the Seller is notified thereof by e-mail.

7.2.2. Should the inspection of products reveal any products, which were not ordered, are defective or in a damaged package, the Seller should be immediately informed thereof. The products with damages detected at delivery as well as products, which were not ordered, should be returned to the Seller immediately after receiving the order.

7.2.3. The risk of damage or loss of products is transferred to the Consumer from the moment of receipt.

7.2.4. After receiving the order, the Consumer shall have the right to refuse from a product with unspecific dimensions, while such products may only be refused from as a whole. The Seller shall refund to the Consumer the cost of the order or product.

7.2.5. Should the on-time delivery of an order fail on account of circumstances arising from the Seller, the Consumer shall be

informed thereof at contacts stated in the order and the new time of delivery shall be agreed. In case of failure to agree on the new time, the Consumer shall have the right to withdraw from the order and the Seller shall refund the cost of the order or product to the Consumer.

## **8. Withdrawal from goods**

8.1. The Consumer shall have the right to withdraw from goods purchased from the webstore in 14 days after receiving the goods.

8.2. The right of withdrawal is created to ensure compliance of the delivered goods with the order.

8.3. The application for withdrawal along with the goods to be returned should be handed over at the MASS point-of-sale. The costs incurred with the returning of products shall be born by the Consumer.

8.4. The Consumer shall have the right to withdraw from the contract, while the products must be unused and faultless, with labels, in the original package. We recommend that all the products, which the Consumer wishes to return, be delivered to the Seller in one lot and in the original transportation package.

8.5. According to the Law of Obligations Act, the right of withdrawal shall not apply to products, which cannot be returned due to their nature, including:

8.5.1. where the object is the delivery of such an item, which has been produced according to specifications provided by the Consumer or has been clearly adapted to the needs of the specific consumer. Therefore, if the Consumer orders veneer together with filling or sawing service, then this is regarded as a product adapted to the specifications provided by the Customer.

8.5.2. where the object is the delivery of an item, which deteriorates or ages rapidly. Adhesives, sealant compounds are sensitive to temperature and may not be returned through a parcel terminal, where too low temperatures can change the viscosity of these and render these unsuitable for further use.

8.5.3. In case of tools, the warranty conditions of the manufacturer apply.

8.6. In case of deterioration of the state of the product, the Consumer shall be liable for the decrease in value contingent on the use of the product in case the product had been used in any other way than necessary to verify the nature, properties and functioning of the object. For the purposes of verification of the nature, properties and functioning of the object, the Consumer should handle and use the product only in such way as normally permitted in a store.

8.7. If the Consumer has withdrawn from the contract and the returned products are in conformity with requirements, the Seller shall refund to the Consumer the cost of the order in 7 calendar days from receipt of the products by the Seller. Refunding shall be made to the same bank account of the Consumer, from where the order was paid. The service fees for packaging and transportation shall not be refunded.

8.8. If the right of withdrawal is exercised, all payments received from the Consumer, including delivery costs (except for additional costs arising from the delivery method chosen by the Consumer, which differs from the cheapest usual delivery method offered by AS MASS), will be refunded to the Consumer. If the Consumer returns the goods in part, the delivery costs will be refunded proportionally, according to the amount of returned goods from the order.

8.9. If the returned Goods (and the Goods packaging) has deteriorated and the deterioration is caused by circumstances and as a result of improper use of the Goods, AS MASS has the right to set off the decrease in the value of the product with the amount paid by the Consumer for the Goods. AS MASS will send the Set-off Agreement to the e-mail address provided by the Consumer when placing the Order. If the Consumer does not agree with the decrease in value indicated in the Set-off Agreement, then Consumer or Seller has the right to involve an independent expert to determine the decrease in value of the product. The costs related to the expertise shall be divided in half between the Consumer and AS MASS, unless the position of one of the parties is obviously unfounded. In such a case, the costs of the expert examination shall be borne by the party whose position was manifestly unfounded.

## **9. Submission of complaints**

9.1. The quality of Goods if determined firstly, by the quality requirements laid down by the Seller, which are available under "Quality Requirements" at the website of the Seller [www.mass.ee](http://www.mass.ee), then by the quality requirements for Goods, laid down by the manufacturer of the Goods, and in case none of these are available, the average quality requirements applicable to a similar type of goods.

9.2. If the Seller violates its obligations, the Consumer shall have the right to request fulfilment of the obligations, refuse from fulfilment of their own obligations, request the compensation of damage, reduction of price, payment of a fine for delay with the fulfilment of a monetary obligation or withdraw from the contract.

9.3. In case of a defect detected in a product, please stop using the product.

9.4. The Seller shall be liable for a non-conformity detected in purchased products in 2 years from delivery of the products to the Consumer. With the sale of goods to the Consumer it is presumed that a non-conformity with the conditions of contract, detected in a product within 6 months from delivery to the Consumer existed already at the time of delivery of the product, unless such presumption is in conflict with the nature of the object or defect.

9.5. The Consumer undertakes to inform the Seller, i.e. submit a complaint, about a non-conformity of products immediately after such discovery.

9.6. Upon discovery of a non-conformity or defect in a product, please send a complaint to the e-mail address

epood@mass.ee

, stating the name of the person who submitted the order, contact telephone, number of the order and a precise description of the non-conformity or defect of the product.

9.7. All complaints are reviewed and the Consumer is contacted at the earliest opportunity, but not later than in 14 days from receiving the complaint.

9.8. The Consumer shall have the right to request from the Seller reduction of the purchase price or termination of the contract, and request refunding for the goods, if the Seller is unable to repair or replace the goods, the repair or replacement of the goods fails, the Seller has not eliminated the defect in the goods in a reasonable time, unreasonable inconvenience has been caused to the Consumer.

9.9. The Seller and Consumer shall agree on the repair or replacement of defective goods. The costs of repair shall be covered by the Seller.

9.10. The Seller shall not be responsible for damage caused by incorrect details submitted by the Consumer in the order, or for any other consequences, including delay with delivery, which are caused by circumstances beyond the control of the Seller.

9.11. The Seller shall not be responsible for damage caused by unintended use of the ordered goods.

9.12. Any disputes between the Seller and Consumer shall be settled by the parties by means of negotiations. In case of failure to reach an agreement, the Consumer shall have the right to turn to the Consumer Protection Authority and Consumer Disputes Committee for out-of-court settlement of the dispute, or to Harju County Court. In addition, all Consumers have an opportunity to settle disputes with e-traders in the electronic environment of the ODR (Online Dispute Resolution) platform of the European Union at the address

<http://ec.europa.eu/odr>

## 10. Processing of personal data

10.1. The Consumer undertakes to submit accurate details in the order which are necessary for fulfilling the order (first and family name, e-mail and accurate address for delivery of the goods). AS MASS shall not be liable for non-fulfilment/-delivery of the order or any resulting consequences caused by inaccurate details provided by the Consumer.

10.2. The webstore shall have the right to use the address of residence or seat of the Consumer to send other information to the Consumer.

10.3. The Consumer has the right to prohibit collecting or using their personal data, except in cases such activities are necessary for collecting a claim arising from a contract or for delivery of goods.

10.4. Electronic personal data are used for direct mailing only if the Consumer has given a separate consent for this at the website [www.mass.ee](http://www.mass.ee)

10.5. The security of the personal banking credentials of the Consumer during the payment for purchases is ensured by encrypted data communication with banks, and AS MASS has no access to these.

## 11. Force majeure

11.1. The Seller shall not be liable for damage caused or delay with the delivery of goods to the Consumer in case the damage or delay with the delivery of goods was caused by circumstances beyond the control and unforeseeable by AS MASS.

## 12. Other conditions

12.1. AS MASS shall use the personal data provided by the Consumer only for the fulfilment of the purchase order. AS MASS shall not disclose any information, which has come to their knowledge during purchases, to third parties, excl. cooperation partner for delivery of the order, and in cases provided by law.

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