Общие условия

GENERAL TERMS AND CONDITIONS
Valid from 19.03.2020

1. Concepts
1.1. The General Terms and Conditions determine the rights and obligations between AS MASS, hereinafter as the Seller, and a legal or natural person, hereinafter as the Buyer, and the mutual activities of the parties in the conclusion and performance of a sales contract.
1.2. The General Terms and Conditions apply unless agreed otherwise by the parties, and to persons with whom a separate written contract has been concluded.
1.3. Goods – goods refer to a product or service provided by the Seller.
1.4. A special order refers to Goods not included in the standard product range of the Seller, or Goods with non-standard dimensions.
1.5. By confirming an order or paying an invoice, the Buyer confirms that they have become familiar with the General Terms and Conditions, agree with the content and application thereof to the transaction between the Seller and the Buyer.
1.6. The Seller shall have the right to modify these General Terms and Conditions unilaterally; however, such modifications shall not apply to transactions agreed upon prior to the modification of the General Terms and Conditions.
1.7. Using webstore www.mass.ee in English language, the terms and conditions are reflected in English. In case of multiple interpretations of the translations, the Estonian version shall prevail.

2. Ordering
2.1. An order may be made orally, by telephone, e-mail, through the website or at the points-of-sale of the Seller.
2.2. Business Customers can log in and order in the webshop (according to the list of authorized persons provided by the company's representative). Logged in Business Customer can view the history of orders and sales offers.
2.3. An order must contain the details of the Buyer (name, contacts), description of the Goods (type, tone, measurements, quantity, intended use, deadline for the delivery of the order and place of collecting the Goods). Sales specialists of the Seller are available for any assistance/information. Precision with the order ensures fast and efficient delivery of the order.
2.4. Goods can be viewed at the points-of-sale of the Seller on working days at 8:30-17:00 and on the website

www.mass.ee
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2.5. The Seller shall respond to the order as soon as possible, but not later than in 3 working days.
2.6. The basis of the obligation between the Seller and the Buyer is the Buyer's acceptance of the offer submitted by the Seller and the order laid out and entered into force accordingly.
2.7. If the order is not based on the Seller's offer, the order becomes binding after its acceptance by the Seller.
2.8. The Buyer can cancel or change the order free of charge before the order takes effect. No changes can be made to an effective order, the changes will be made as a new order.
2.9. The order enters into force upon receipt of the amount of the advance payment requested from the Buyer or upon confirmation of the order by the Buyer if no advance payment has been requested. The order or offer is valid for seven (7) calendar days from its delivery to the Buyer. Campaign discounts are valid until the end of the campaign. This means that the order or offer must be paid for no later than the last day of the campaign or confirmed with the Seller no later than the last day of the campaign.
2.10. A special order is a Goods that are not in the Seller's standard assortment or Goods that are not of a standard size.
2.11. If order is completed, we send order confirmation automatically to Buyer e-mail.

3. Delivery of Goods
3.1. Goods shall be delivered at the location of the Seller: Kalda 3b or Kalda 7d in Tallinn, or Tehno tee 7 in Kambja municipality, Tartu county on working days (Mon-Fri) from 8:30 to 16:30, unless agreed otherwise by the Parties. The warehouse shall be specified in the order.
3.2. The Buyer shall be responsible for costs incurred on account of attempting to collect the Goods prior to the deadline of the order, or at the wrong time of the day.
3.3. The obligations of the Seller shall be deemed fulfilled, when Goods are made ready for collecting and the Buyer has been informed thereof (delivery term EX WORKS). The risk of accidental loss or damage of Goods shifts to the Buyer from the moment of handing over the Goods or when the Buyer is late with collecting the Goods.
3.4. The Buyer or a person appointed by them to collect Goods undertakes to provide proof of their right to collect the Goods. The Buyer may send, for example, the number of shipper's vehicle; the Buyer shall be liable for any consequences in

the event of violation of this obligation.

4. Price and terms of payment
4.1. The cost of Goods shall be agreed on, proceeding primarily from the valid price list of the Seller.
4.2. The Buyer undertakes to pay for Goods prior to the delivery of the Goods (the money has arrived on the bank account of the Seller).
4.3. Goods can also be paid for with a bank card or in cash at the points-of-sale.
4.4. In case of a special order, the Seller shall have the right to withdraw if the Buyer has violated a monetary obligation, or to start with the fulfilment thereof only after the monetary obligation has been fulfilled.
4.5. It is possible to pay for Goods with a payment deadline, i.e. by a transfer after collecting the Goods; for this purpose the Buyer should fill in a business credit application and receive a positive response.
4.6. The cancellation of the order by the Buyer is considered, inter alia, non-payment of the advance payment within seven (7) days of the submission of the advance payment request. In the case of an order confirmed by the Buyer or a special order, the Seller has the right to issue an invoice for the order, which was canceled primarily to cover the costs that the Seller had to make in order to fulfill the order.
4.7. Failure to accept the product within sixty (60) days after notifying the Buyer of the completion or completion of the order shall be deemed a waiver of the product. If the Buyer cancels the order or special order, the advance payment will not be refunded. The Buyer agrees that in the event of his cancellation of the order, the Seller has the right to transfer the product to cover costs and the Buyer has no consequent claims against the Seller. The Buyer is obliged to compensate the Seller for all damages caused by canceling the order.
4.8. Price for the Goods marked „Send inquiry“ in e-shop, will be calculated separately depending on the quantity and the cost of transport.
4.9. The Special price or/and discount agreed for a Special article or/and quantity does not apply to another article or/and quantity.
4.10. AS MASS reserves the right to disclaim the order of Goods in the following cases:
4.10.1. The price or characteristics of the Goods are incorrect due to human error or technical problems in the e-shop system.
4.10.2. The Goods ordered by the Buyer are out of stock.
4.10.3. The Supplier of the Goods has canceled the order.
4.10.4. The Supplier of the Goods has increased the price of the confirmed order and if the Buyer does not accept the price increase, AS MASS has the right to cancel the order.
4.10.5. 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 Buyer, but has proved unreasonably more expensive than the original price.

5. Conformity of Goods and complaints
5.1. 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, 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.
5.2. The samples provided by AS MASS, and the product images in the webstore are illustrative and may differ from the actual product. In selecting products of natural product please note that there are no trees or stones with identical texture and tone, and therefore it is impossible to find a product, which is exactly identical to a sample. Each log of tree 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.
5.3. Descriptions of products in AS MASS webstore are not all-inclusive.
5.4. The Buyer must verify the quantity and type of the Goods at the delivery of the Goods and inform the Seller immediately, i.e. not later than on the next workday following the delivery, about any non-conformities.
5.5. Hidden defects, i.e. defects which would not have been detected in a visual inspection at the delivery of the Goods, should be reported in a reasonable time after the Buyer became aware or should have become aware of the non-conformity of the item to the conditions of the contract, but not later than in 30 days from receiving the Goods, presenting a description of the defect and own request (replacement, price reduction). The existence of non-conformities and defects shall be established immediately by way of photos, and the Goods stored in such way so that the non-conformity could be verified later and the Goods would not be further damaged. The reclamation should be submitted prior to processing of the Goods, i.e. the Goods must be in their initial form (except in case of a hidden defect, which became evident after processing).
5.6. The Seller undertakes to respond to the complaint in 3 workdays at the latest.

6. Liability of Parties
6.1. The Parties shall be liable pursuant to legislation valid in the Republic of Estonia.
6.2. In case of delay with the collection of Goods for more than 7 workdays, the Seller shall have the right to request contractual penalty 25 € + VAT for each delayed day; in case of delay for more than 21 days, then 50€ + 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 Buyer, and the request has not been fulfilled, the Seller shall have the right to request contractual penalty 200€ + VAT for each delayed day or to sell the Ordered Goods and not refund any amount, which has already been paid.
6.3. In case of a violation of a monetary obligation, the fine for delay is 0.15% per day.
6.4. The Buyer acknowledges that in case of a violation of a monetary obligation, the Seller shall have the right to disclose to third parties the circumstances related to the violation.

7. Withdrawal from Goods
7.1. The Buyer shall return Goods only with on special agreement with the Seller, in which case 80% of the price of the returned Goods shall be paid to the Buyer and only on condition that Goods are free of defects. Returnable Goods must be handed over at the MASS point of sale and the costs related to the return of the goods shall be borne by the Buyer.
7.2. The Customer shall have the right to withdraw from goods purchased from the webstore in 14 days after receiving the goods.
7.3. The right of withdrawal is created to ensure compliance of the delivered goods with the order.
7.4. 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 Buyer.
7.5. The Customer 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 Buyer wishes to return, be delivered to the Seller in one lot and in the original transportation package.
7.6. 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:
7.6.1. where the object is the delivery of such an item, which has been produced according to specifications provided by the Customer or has been clearly adapted to the needs of the specific Customer. Therefore, if the Customer orders veneer together with filling or sawing service, then this is regarded as a product adapted to the specifications provided by the Customer.
7.6.2. 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.
7.6.3. In case of tools, the warranty conditions of the manufacturer apply.
7.7. In case of deterioration of the state of the product, the Customer 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 Customer should handle and use the product only in such way as normally permitted in a store.
7.8. If the Customer has withdrawn from the contract and the returned products are in conformity with requirements, the Seller shall refund to the Customer 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 Customer, from where the order was paid. The service fees for packaging and transportation shall not be refunded.
7.9. 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 Buyer for the Goods. AS MASS will send the Set-off Agreement to the e-mail address provided by the Buyer when placing the Order. If the Buyer does not agree with the decrease in value indicated in the Set-off Agreement, then Buyer of 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 Buyer 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.

8. Processing of personal data
8.1. The Buyer 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 Buyer.
8.2. The webstore shall have the right to use the address of residence or seat of the Buyer to send other information to the Buyer.
8.3. The Buyer 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.
8.4. Electronic personal data are used for direct mailing only if the Buyer has given a separate consent for this at the

website www.mass.ee
8.5. The security of the personal banking credentials of the Buyer during the payment for purchases is ensured by encrypted data communication with banks, and AS MASS has no access to these.

9. Other conditions
9.1. The Parties cooperate, following the principles of good faith and considering each others' interests in order to ensure effective execution of the Contract.

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