

General ordering terms in Estonian Tour e-shop

As of 1 January, 2017

1 The scope and validity of terms and conditions

1.1 These general terms and conditions and ordering terms and conditions (hereafter the Conditions) of EGTM OÜ (hereafter the Seller) shall be valid for all parties (hereinafter the Purchaser/Customer) who use the e-Store at www.estoniantour.ee (hereinafter the e-Store), order goods and services (hereinafter the Goods) in the e-Store by entering a contract of purchase and sale (hereinafter the Sales Contract) to purchase Goods in the e-Store.

1.2 By accepting these Conditions, the Purchaser confirms that they have read the terms of the Sales Contract, agree to them and will follow them.

2 Purchasing the Goods and placement of orders in the e-Store

2.1 It is possible to purchase those Goods in the e-Store that have an 'Add to the cart' link. The price and the availability of the Goods may change at any time and without prior notice. If the Purchaser has placed their order before the price of the Goods changes, the price valid at the time of the order shall apply.

2.2 The Seller has the right to withdraw from the Sales Contract entered via the e-Store and not to deliver the Goods or Service ordered under the following circumstances: The Goods are out of stock; the Goods have an 'On order' status in the e-Store (the Goods are out of stock) or the price or qualities of the Goods have been displayed in the e-Store incorrectly due a system error.

2.3 Shopping cart and placement of orders

Please confirm your order by clicking on the 'Place the order' button and you will be directed to the payment options page. Select a suitable payment option. You can also change the payment option in the final stage of ordering. Enter the information on the Customer/Purchaser. Please select the delivery option and click on the 'Continue' button. Now you will see payment options again and to confirm your order and to make your purchase, you must make a final selection. Select the option of payment and pay for your purchase. Please be very careful in placing your order, as this is very critical for the quick and uninterrupted delivery of the products ordered.

A Sales Contract is deemed as entered from the receipt of the amount payable per the confirmation of the order to the bank account of EGTM OÜ or after the contract for

payment by instalments has been signed. The Seller shall not process Order Confirmations that have not been paid for.

2.4 Payment for the Goods

You can pay for the products: via an Internet Bank or Credit Card.

Follow the on-screen instructions when you are paying with a Credit Card.

After the payment, the e-Store will send you an Order Confirmation and an invoice.

2.5 All personal data disclosed during visiting the Estonian Tour e-Store and making purchases shall be treated as confidential information. The encrypted data communications line with the banks ensures the security of the personal data and bank account information of the Purchaser. The representatives of EGTM OÜ do not have Access to encrypted data.

2.5 Delivery and transfer of products

The Purchaser can access the conditions of delivery before placing an order by opening the supplementary file attached to every product that requires delivery. Some products might require the Purchaser to visit the Partner's store.

Please make sure that the contact data entered during the placement of the order are correct to prevent delays and misunderstandings in the delivery of products. EGTM OÜ do not assume any liability for the delayed delivery and misunderstandings, if these have been caused by the inaccuracy or incorrectness of the data that you submitted during placing your order.

The Goods shall be transferred only to the Purchaser and against a delivery bill. Before signing the delivery bill, please carefully check the packaging of the Goods and if the packaging has been damaged, write a comment on the delivery bill. If the packaging has been damaged, you may refuse to accept the delivery and/or immediately inform the e-Store thereof by sending a notice to sales@estoniantour.ee.

If the Purchaser fails to collect the Goods within 14 (fourteen) days from the agreed date of the collection of the Goods, it shall be deemed that the Purchaser has violated the Sales Contract and they do not wish the Goods. The Seller has the right to unilaterally withdraw from the Sales Contract and to request compensation for the damage (e.g. costs of Goods storage) and to settle the damage incurred by the amount of money prepaid by the Purchaser.

2.6 Withdrawal from the Sales Contract and the return of Goods

The Customer is entitled to withdraw from the Sales Contract within 14 (fourteen) days from the delivery date of the Goods. The right of withdrawal from the Sales Contract does not apply to the Goods marked as 'On order' in the e-Store, to custom-made goods and to the services delivered and the payments received for these shall not be refunded to the Purchaser.

In the event of withdrawal from the Sales Contract, the Goods and the packaging must be intact. All gifts and other benefits arising from the Sales Contract must be returned or refunded in the event of withdrawal.

In the event of returning Goods that have been used or incomplete, the Seller has the right to reject the Purchaser's request for withdrawal or to deduct the impairment of the value of the Goods from the refund payable to the Purchaser. And furthermore, if the Purchaser fails to return gifts and other benefits, the Seller is entitled to settle their value at the valid retail price.

In the event of withdrawal from the Sales Contract, the Seller is entitled to deduct up to €15 from the refundable sales price as compensation for handling expenses.

If the Purchaser fails to return the Goods within 14 days from the date of submission of withdrawal notice, the Seller has the right to reject the withdrawal notice.

Customers can send their applications on the return of the Goods and withdrawal from the Sales Contract to Customer Service, by using the corresponding contact form at www.estoniantour.ee.

In the event of withdrawal from the Sales Contract, the Goods can be returned to the store where the goods were handed over. Handling fee for the return to a store is €10 and the fee must be paid at the store.

Purchase amount shall be refunded within 14 days after the Seller has received the Goods returned. The amount paid shall be refunded to the account from which the amount paid was received and in line with the payment option indicated in the order. In the event of credit card payments, the request for the cancellation of the transaction will be sent to PayPal.

2.7 Cancellation of the Sales Contract

You are entitled to cancel your order without any extra costs after having paid for it, but before the delivery of the Goods. To cancel the Sales Contract/Order, please send a

corresponding notice and the number of the Sales Contract by e-mail to sales@estoniantour.ee. We will send you a confirmation on the cancellation of the Sales Contract.

3. Principles of data protection and processing

3.1 The Seller shall ensure the protection of the Purchaser's data, including their personal data and the use of the data in line with the procedure prescribed by the Privacy Policy. The Purchaser confirms that they have read and agree to the terms of the Privacy Policy. Subject to applicable legislation and the provisions of the Privacy Policy, the Purchaser shall have the right to process data (including personal data) without the consent of the Purchaser to the extent necessary for the operation of the e-Store, the performance of the Sales Contract or for ensuring the performance of the Sales Contract. Based on the above, the Seller is, without the Purchaser's separate consent, also entitled to: send the Purchaser notices related to the use of the services in the e-Store, including such notices that are in the interests of the security of the e-Store users; to store the data on the orders of the Purchasers who have logged in for the purpose of their better service and the verification of transactions, including, within reasonable time limits, the data on the orders that the Purchaser did not place during a session.

3.2 If the Purchaser has granted their consent for the use of their data for marketing purposes either by the entry into a Customer Contract or by any other declaration of intention (e.g. in self-service) that confirms their consent, the Seller shall use these data subject to the terms and purposes set forth in the Privacy Policy, including for sending personal direct marketing, campaign and discount offers for goods and services to the Purchaser electronically (e.g. by e-mail or text messages).

3.3 The Purchaser is entitled to withdraw their consent for the use of their data for marketing purposes at any time by sending a corresponding e-mail to the Seller, or to decline further direct marketing offers by following the instructions in a direct marketing offer sent to their e-mail address.

4 Liability and dispute resolution

4.1 If the Goods do not conform to the terms of the contract, the Purchaser may exercise all legal remedies, including to request the repair or replacement of the Goods or to withdraw from the Sales Contract and to return the non-conforming Goods.

4.2 EGTM OÜ shall not be liable for the following: for the deterioration of/damage to the goods by the fault of the Purchaser, for the defects caused by the irregular use of the Goods and for the normal wear and tear resulting from the regular use of the Goods.

4.3 If the Seller or the manufacturer has granted warranty against defects to the Goods, the warranty conditions in written form shall be delivered to the Purchaser along with the Goods and/or shall be made electronically available in the e-Store.

4.4 The Purchaser must keep the purchase documents (invoice, contract) that verify the purchase of the Goods from the Seller's e-Store for the resolution of possible later problems. The Seller/customer service assistant has the right to not resolve the problem, if a purchase document is missing.

4.5 Complaints concerning the Goods purchased in the e-Store can be submitted to e-mail address: sales@estoniantour.ee.

4.6 The defective Goods must be presented with a complaint. The Seller and the Purchaser shall enter a device maintenance and repair contract, if the Goods need to be sent to a diagnostics centre or to experts for the identification of the nature and cause of the defect.

4.7 Defects of the Goods shall be resolved per OGTM OÜ's Terms and Conditions of Filing Complaints, which form an integral part of the Sales Contract and these Purchase Conditions, and which the Purchaser has accepted before entry into the Sales Contract.

4.8 The Seller shall ensure that the Goods sold in the e-Store conform to the standards effective in the European Union. The circumstances highlighted in these standards shall not be deemed as defects of the Goods.

4.9 You can ask for information on orders by sending an inquiry to: sales@estoniantour.ee

4.10 The Customer is entitled to address to the competent supervisory authority, which is the Consumer Protection Board at 2 Rahukohtu Street, Tallinn, e-mail: info@tka.riik.ee. The Consumer Dispute Resolution Commission is authorised to resolve the disputes arising from the contracts entered between the consumer and the company that the parties have failed to settle by way of negotiations. Further information on dispute resolution is available at <http://ec.europa.eu/consumers/odr/>.

V Other provisions

5.1 The images of products have illustrative purpose.

5.2 The prices and availability of the Goods may change without notice. About the former, EGTM OÜ reserves the right to cancel the sales transaction and to refund the money to the Customer within 10 business days to their bank account.

5.3 The e-Store reserves the right to cancel the sales transaction, if one of the following Goods-related problems has occurred: human error in entering the price or technical error in the system (e.g. if a product worth EUR 700 is sold for EUR 70, this is an obvious error. And therefore, we assume that the customer would understand that this is an error and the product will not be sold at that price).

5.4 Product information is verified and updated on a regular basis. It may happen that the data have been updated after your last visit. As manufacturer's data sheets may be incomplete, the product information at the e-Store might be inaccurate. In this event, the e-Store does not assume any liability for the correctness of the product data.

VI Validity of the Terms

6.1 These Seller's e-Store Terms shall be valid as of 1 January 2017.