

General terms and terms of return

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1. Definitions used in the general terms and terms of return

Home page – the internet environment in the domain of www.nipsti.com.

Web shop – web shop in the domain of www.nipsti.com.

Seller – OÜ Ning (registry code 14240498, address Kannikese 10, Tallinn 10613, Estonia, VAT registration number 34876608), the administrator of the Home page and the seller of the Products sold in the Web shop.

Client – a person who is or has been on the Home page and/or buys Products via the Web shop.

Product – a product that is offered for sale via the Web shop.

Terms – these general terms and terms of return which all Clients undertake to comply with when using the Home page and making transactions and operations via the Web shop.

Contract of sale - contract concluded via the Web shop between Seller and the Client for sale of the Product.

Consumer - a natural person who concludes the transaction which is not related to independent economical or professional activity.

In these Terms, the words and definitions in the singular will include the plural and vice versa.

2. General

2.1. The Terms are valid in legal relationships between the Client and the Seller regarding the use of the Home page and regarding the buying of a Product via the Web shop. By using the Home page the Client consents to these Terms.

2.2. The Seller may at any time unilaterally change the Terms. The changed Terms shall be published on the Home page www.nipsti.com and the changes shall enter into force as from the moment of their publication, unless provided otherwise in the new Terms. If the Client continues to use the Home page after the entry into force of the new Terms, it is deemed that the Client has consented to the new Terms. All transactions and operations made by the Client through the Home page and/or the Web shop shall be subject to the Terms valid at the time of the transaction or operation.

2.3. In addition to the Terms the legal relationships between the Client and the Seller arising from the use of the Home page and/or the Web shop shall be subject to privacy terms that are available at the Home page www.nipsti.com, and the law in force in Estonia.

3. Prices

3.1. The prices in the Web shop are shown in Euros and they include value added tax applicable in Estonia (20%). The prices do not include delivery costs. The Client shall pay delivery costs in addition to the price of the Product. Delivery costs shall be displayed to the Client in the Web shop before making the purchase.

3.2. The Seller may at any time change the prices in the Web shop. All changes shall be published in the Home page www.nipsti.com and they shall become effective as from the moment of their publication. If the Client has submitted an order before the price change was published, then the price that was effective at the time of making the purchase shall apply.

3.3. If the Client orders a Product outside of the European Union, then the Product may be subject to import related duties (e.g. a duty to declare the Product) and customs tariffs that shall be paid upon arrival of the Product to the country of destination. Such duties and tariffs shall be borne by the Client. The tax and customs policy may vary between countries, therefore the Seller advises the Client to check the possible additional duties and taxes before ordering a Product.

4. Placing an order and terms of payment

4.1. To make and order the Client shall choose the desired Product from the Web shop and clicks on „Add to cart“ on the Product page. Clicking thereafter on the cart icon show on the above right corner of the Home page, window “My order” will appear, and the Client can review the Products in the cart, amend the quantities and remove the Products.

4.2. After choosing the desired Product/Products (adding to the cart) the Client shall enter his/her/its data – first name and surname, e-mail address, name of the company (if the purchaser is a company), address and phone number, chooses from the options offered the method and place of delivery of the Product, and chooses from options offered the method of payment. Then the Client shall confirm the wish to conclude the Contract of sale by clicking on „Check out now“. The Contract of sale shall be deemed concluded by confirmation of the order by the Client and from that moment the Client is obliged to pay for the order. The Products that the Client has added to the cart shall not be booked before conclusion of the Contract of sale.

4.3. The Client shall pay for the order by making a prepayment for the entire amount of the purchase price of the Product(s) and the delivery fee. Payment can be made either via bank transfer (on the basis of an invoice), via bank link, with credit card or Paypal. Payment shall be made outside of the Web shop in a secure environment – upon paying via a bank link or with the credit card, in the secure environment of Maksekeskus AS, upon payment with Paypal, in the secure environment of Paypal. The Seller transfers personal data necessary to make the payments to the authorized processor Maksekeskus AS. The Seller does not have access to the Client’s bank and credit card data. After making the payment the Client has to click on „Back to Merchant“.

4.4. The Seller shall send to the Client a confirmation and an invoice regarding receiving the order and the payment.

4.5. The Contract of sale shall enter into force upon making the payment for the order and from that moment the Seller shall be obliged to deliver the purchased Product to the Client.

4.6. If the Client does not pay for the order, then the Contract of sale shall not enter into force and in such case it shall be deemed that no Contract of sale has been concluded.

4.7. If the ordered Product cannot be delivered due to the Product being out of stock or for any other reason, then the Seller shall inform the Client thereof as soon as possible and shall refund the Client for the payment (including the delivery costs) without delay, but no later than within 14 days from sending the notification. The Seller shall make the refund by using the same method of payment as the Client used to make the payment.

5. Delivery of the product

5.1. The production time of the Product is shown on the Product’s description page, and depending on the Product it is up to 2 weeks from the conclusion of the Contract of sale.

5.2. The Products shall be delivered to the following countries: Estonia and all other European Union countries, United Kingdom, Norway, Switzerland, Liechtenstein, Island.

5.3. Delivery costs shall be borne by the Client, information about the amount of the delivery costs is shown by the delivery method.

5.4. Within Estonia the Seller shall deliver the Product to the Client with the parcel machine service or with courier. Outside of Estonia, the Seller shall deliver the Product to the Client, depending on the country of destination, with the parcel machine service, registered mail or with courier. Once the Product has been sent, the Seller shall inform the Client thereof by an e-mail given by the Client upon placing the order and shall send the tracking number to the Client’s e-mail.

5.5. Delivery time within Estonia is 2-3 working days and in Europe 7-9 working days as from the delivery of the Product to the Seller’s logistics partner. These deadlines are of informative nature.

5.6. If the Client does not collect the Product from the parcel machine with 5 days (as from the sending of the notice of arrival of the Product to the parcel machine), the Seller shall deem that the Client has cancelled the order and the Seller shall refund the Client the purchase price paid without undue delay, but not later than within 14 days, to the same bank account from which the payment for the order was made. The Seller shall make the refund by using the same method of payment as the Client used to make the payment for the order.

5.7. If the Product is delivered to the Client by the courier, then the Product shall be delivered to the Client with a bill of delivery. If the Product package has any (exterior) defects, then the Client shall be entitled to refuse to accept the Product and to make a respective note on the courier's bill of delivery. By signing the bill of delivery the Client confirms that at the moment of delivery of the Product to the Client the package was intact.

5.8. The Seller shall not be liable for delay in delivery of the Product, if the Product has been handed over to the Seller's logistics partner in time, but the delivery is delayed due to the fact that the Client has entered inaccurate data upon making the order or due to circumstances that the Seller could not foresee or influence.

6. The consumer's right of cancellation and return of the product

6.1. After receiving the Product the Client has 14 days to examine the Product. If the Client is not satisfied with the Product, for any reason, then the Client has within 14 days the right to cancel the Contract of sale and send the Product back to the Seller.

6.2. In order to cancel the Contract of sale the Client has to send within 14 days as from receiving the Product, to the Seller's e-mail address nipstikids@gmail.com an application for cancellation that includes the Client's unequivocal wish to cancel the Contract of sale.

6.3. To use the 14 days right of cancellation the Client may not use the Product in any other way than is necessary for establishing the essence, characteristics and functionality of the Product in the same way as it is normally allowed for testing the Product in an ordinary shop. The returned Product must be in its original package. Client must open the package cautiously to avoid damaging the package.

6.4. Upon using the right of cancellation the Client shall immediately, but not later than 14 days from submission of the cancellation application, send the Product back to the Seller, using the same delivery method which was used by the Seller for the delivery to the Client.

6.5. The Seller shall refund to the Client the purchase price of the Product and delivery fees paid by the Client within 14 days as from submission of the cancellation application, provided that the Client has within the same period returned the Product to the Seller or submitted a notice which proves that the Client has sent the Product back. The Seller shall make the refund by using the same method of payment that the Client used for making the payment. The Seller shall have the right to refuse from refund until it has received the Product or the Client has provided a notice that he/she has sent back the Product, depending which occurs earlier.

6.6. The shipping costs for return of the Product shall be borne by the Client, unless the reason for returning the Product is that the Client received a wrong Product or a defective Product.

6.7. If the Product has been used for purpose other than to establish the essence, characteristics and functionality of the Product or the Product has signs of use or wear, then the Seller shall have the right to reduce the amount to be refunded to the Client in proportion to the decrease in the value of the Product. The Seller is entitled to set-off the decrease in value with the amount paid for the Product by the Client and to be refunded to the Client. If the Client shall not agree with decrease in value of the Product indicated in the set-off, the Client shall have the right to use independent expert for establishing the cause for decrease of the value of the Product or identification of the guilty. The costs related with independent expertise shall be divided equally between the Client and the Seller, except if the position of one party proves clearly to be unfounded, in which case the costs shall be paid by the party whose position turned out to be unfounded.

6.8. The regulation set out in this Clause 6 of the Terms is only applicable to Consumers, i.e. it is not possible for a legal person who has purchased a Product via the Web shop to return the Product.

7. Submission of complaints

7.1. The Seller is liable for lack of conformity of a Product which existed at the time when the Product was transferred to the Client and which manifests within two years as from the transfer of the Product to the Client.

7.2. In case the Product is sold to a Consumer, it will be assumed that lack of conformity of the Product which appears within six months as from the date of transfer of the Product to the Client existed already at the moment of transfer of the Product, unless such assumption is contrary to the essence of the Product or the deficiency.

7.3. The Client is obligated to inform the Seller about the lack of conformity of the Product within two months after the Client became aware of the lack of conformity by sending to the e-mail address nipstikids@gmail.com a complaint in a format which can be reproduced in writing that includes at least the following information:

- a) Full name of the Client;
- b) Contact information of the Client – phone number and/or e-mail address;
- c) Date of submission of the complaint;
- d) Description of the defect of the Product and claim of the Client;
- e) Photos of the defect, if the defect is visible;
- f) Number of the Contract of sale and the date of its conclusion;
- g) Information that the Client wants to receive a reply by mail and in such case the respective address.

7.4. The Seller confirms receipt of the Client's complaint on the next business day after receipt of the complaint. The Seller informs the Client about satisfaction or non-satisfaction of the complaint within 14 days as from receipt of the complaint, unless other term has been stipulated in valid legislation of the Republic of Estonia. Reply to the Client shall be sent to the e-mail address indicated by the Client, unless otherwise agreed with the Client.

7.5. The Seller shall bear the expenses related with repairs or replacement of the Product in case a complaint was submitted within the first six months from transfer of the Product to the Client, above all the shipping costs, work- and travel costs and costs for consumption of material. During the 18 months period following the above mentioned six months' period the Seller bears the above mentioned costs only in case the complaint of the Client was justified.

7.6. In case of replacement of defective Product or a detail, the Seller has the right to claim from the Client for return of the defective Product or defective detail.

7.7. In case repair or replacement of the Product is not possible or fails, the Seller unjustifiably refuses to repair or replace the Product or does not do that within reasonable period after it has been informed about the lack of conformity of the Product, then the Client shall be entitled to cancel the Contract of sale and return the Product to the Seller. The Seller undertakes to refund the purchase price paid under the Contract of sale within 14 days after receipt of a founded application for cancellation, provided that the Client has returned the Product or submitted a notice which proves that the Client has sent the Product back. The Seller shall refund the purchase price by using the same method of payment that was used by the Client for making the payment.

7.8. In case the Client fails to inform the Seller about lack of conformity of the Product in timely manner, the Client loses the right to claim from the Seller repair or replacement of the Product.

7.9. The Seller shall not be responsible for:

- 7.9.1. Damage to the Product caused by the Client;
- 7.9.2. Deficiencies that are caused by abnormal use of the Product;
- 7.9.3. Deficiencies that are caused by use of the Product in contradiction to the instructions given in the user manual of the Product;
- 7.9.4. Natural physical wear and tear of the Product in course of normal use of the Product;
- 7.9.5. Deficiencies that are caused by use of the Product under conditions or by methods which assume faster than normal wear and tear;
- 7.9.6. other occasions stipulated in the law.

8. Using Client's personal data and privacy

8.1. The controller of personal data is OÜ NING (registry code 14240498, address Kannikese 10, Tallinn 10613, Estonia, e-mail address: nipstikids@gmail.com).

8.2. The Seller processes personal data in accordance with the principles and requirements set out in the applicable laws. The principles of processing the personal data is described in the Seller's Terms of Privacy that are available [HERE](#). By using the Home page and the Web shop the Client gives to the Seller a clear and informed consent for processing of his/her

personal data and for the use of cookies to ensure better web experience under terms stipulated in the Seller's Terms of Privacy.

9. Intellectual property

9.1. The entire content of the Home page and the Web shop, including texts, photos, graphics, logos, videos, audio etc is the intellectual property of the Seller or intellectual property used by the Seller under a licence and the Client has no right to reproduce, copy, change or use it in any other way without prior written consent of the Seller.

10. Liability of the parties and force majeure

10.1. The Seller and the Client shall be responsible to each other for direct material damage arising from violation of the Terms in the manner and to the extent as stipulated in the laws of the Republic of Estonia, taking into account the exceptions provided in the Terms.

10.2. Non-performance of an obligation by the party is excused if it is caused by force majeure. Non-performance of an obligation is excused only to the extent the force majeure impeded performance of the obligation and only for the period during which force majeure impeded performance of the obligation. The parties are obliged to apply all reasonable measures to avoid damage to the other party and to ensure the fulfilling of the Contract of sale to the maximum extent possible. In defining the concept of force majeure the provisions of the Law of Obligations Act apply.

10.3. The Seller shall not be responsible for:

10.3.1. possible mistakes caused by third persons, which influence technology or cause a situation where money transfer (including via bank link) or card payment might be unsuccessful. In case of problems with money transfer or card payment, the Client is obliged to immediately inform the Seller about this by sending an e-mail to

nipstikids@gmail.com;

10.3.2. any damage caused to the Client by another person who uses the number of the Contract of sale and/or the door code of a parcel terminal provided for the Client for receipt of the Product;

10.3.3. any damage caused to the Client arising from changes in the terms of delivery, prices and other conditions pursuant to the provisions of the Terms;

10.3.4. delay in delivery of the Product and any misunderstanding in case the delay and/or misunderstanding is caused by submission of incorrect or inaccurate data by the Client upon placing the order or by circumstances that the Web shop could not foresee or influence;

10.3.5. non-patrimonial damage and any other indirect damage (for example loss of profit);

11. Applicable law and dispute resolution

11.1. Terms are subject to Estonian law.

11.2. All disputes between the Client and the Seller shall be resolved by mutual negotiations between the Client and the Seller in good faith. If no compromise is achieved, then Client who is a Consumer has the right to submit a complaint to Consumer Protection and Technical Regulatory Authority or claim for settlement of the dispute in the appropriate County Court of the Republic of Estonia. Consumer who is a resident of a member state of the European Union can submit a complaint concerning purchase of the Product via the Web shop to the website based dispute settlement platform which is located at <http://ec.europa.eu/odr>.