

# Terms of Use

## 1. Validity of the terms for use

1.1 The owner of the online environment [Astri.ee](https://astri.ee) (hereinafter the Online store) is Astri Internet OÜ, registry code 12555312, located at Ringtee 75, Tartu, 50501, e-mail address [info@astri.ee](mailto:info@astri.ee).

1.2 The terms for use apply for making purchases in the Online store and using the environment [Astri.ee](https://astri.ee). The terms of use are inextricably linked of the terms of privacy <https://astri.ee/privacy/>.

1.3 The Online store reserves the right to amend the terms for use. The mentioned amendments are specified on the website [Astri.ee](https://astri.ee). The terms valid during the performance of transactions apply for the specific transaction.

1.4 The purchaser (hereinafter the Purchaser) can save, print, and if necessary, reproduce the terms for use before making a purchase.

1.5 The sales contract shall be considered concluded between the Purchaser and the company selling the specific goods (hereinafter the Seller).

## 2. Price and product information

2.1 All the prices specified in the Online store include VAT pursuant to the rate provided for by law.

2.2 The delivery fee will be added to the price of the goods. The delivery fee of goods depends on the location of the Purchaser and the method of delivery, and it will be calculated in the cart.

2.3 If the goods can be picked up in a store and the Purchaser chooses this option for receiving the goods, no delivery fee will be added to the price of the goods.

2.4 In the case of any special offers, the discount of the goods will be calculated after the information providing the discount is entered in the cart.

2.5 The range, prices, and discounts of goods may differ from the range, prices, and discounts of goods in physical stores.

## 3. Submission of an order

3.1 The order can be submitted after login with an [Astri ID](#).

3.2 The Purchaser selects the goods in the Online store and adds them to the cart.

3.3 Alcohol and/or tobacco products may be sold only to adult Purchasers, who confirm that they are at least 18 years old upon placing the order. The age of the Purchaser will be verified upon the delivery of the goods including alcohol and/or tobacco products, and the party fulfilling the order may refuse to hand over the goods if the age of the Purchaser is not sufficiently verified. In the case of the delivery of the goods to a parcel machine, the Purchaser shall identify their person with an ID card.

3.4 It is possible to change quantities in the cart and remove goods from the cart until the payment for the goods.

3.5 To submit an order, the Purchaser shall fill in the requested fields, select the method of delivery and the payment environment, and click "Secure payment".

3.6 An order will be considered finally submitted after "Secure payment" is clicked.

3.7 The Online store will send a confirmation of the order to the e-mail address of the Purchaser. Upon the delivery of the goods, the Seller will add an invoice to the parcel.

3.8 If the goods selected by the Purchaser cannot be delivered due to the lack of the goods in stock or for any other reason, the Purchaser will be notified thereof as soon as possible and the Seller is entitled to cancel the order in part or completely. In the case of partial cancellation, the Seller may ask the Purchaser to specify how the remaining order should be handled – to deliver it or to cancel it in full.

3.9 The sales contract will take effect from the moment the sum due for payment is received on the settlement account of the Online store.

#### **4. Payment**

4.1 The Purchaser shall pay the sales price and the delivery fee of the goods in the full extent in advance.

4.2 Payment for an order can be made with the payment methods specified in the cart.

#### **5. Delivery**

5.1 To receive the order, the Purchaser shall select the suitable method of delivery in the cart.

5.2 The Purchaser shall pay the costs related to the delivery of the goods. The delivery fee of the goods depends on the location of the Purchaser and the method of delivery. The fee is calculated in the cart.

5.3 If the goods can be picked up in a store and the Purchaser chooses this option for receiving the goods, no delivery fee will be added to the price of the goods.

5.4 An order will be fulfilled pursuant to the term of delivery specified by the goods. The counting of the term will begin from the moment the sales contract takes effect (clause 3.9); this also applies in the case of the delivery option "Order and pick up yourself".

5.5 In the case of orders including alcoholic beverages or tobacco products, the goods can be received only during the period from 10 a.m. to 10 p.m., and the goods shall be delivered only to an adult. The person receiving the goods undertakes to submit an identity document to verify their age. If the receiver of the goods does not submit the document or is a minor, the party fulfilling the order is entitled not to hand over the goods. When picking up the goods from a parcel machine, the age of the receiver of the goods shall be verified, e.g. by entering the ID card and a PIN for the verification of age in addition to the door code.

## **6. Right of withdrawal**

6.1 The Purchaser has the right to withdraw from the sales contract concluded in the Online store before or within 14 days of receiving the order.

6.2 The right of withdrawal will not apply if the Purchaser is a legal person.

6.3 The right of withdrawal will not apply to a contract, the object of which is:

6.3.1 the delivery of something that has been manufactured according to the personal needs of the Purchaser as a party to the contract;

6.3.2 the delivery of something that has been manufactured pursuant to the conditions submitted by the Purchaser;

6.3.3 the delivery of something with short shelf life;

6.3.4 the delivery of something in a sealed package, which is not suitable for return for health protection or hygienic reasons, and if the package has been opened after delivery;

6.3.5 the delivery of newspapers, journals, or any other periodicals, except if a long-term contract concluded for subscribing to such periodicals;

6.3.6 the delivery of audio and video recordings or computer software in a sealed package, if the Purchaser has opened the sealed package;

6.3.7 the delivery of digital content that is not delivered on a physical data medium, if such a delivery has begun after the preliminary explicit consent of the Purchaser, and if the Purchaser confirms that this invalidates their right of withdrawal;

6.3.8 the provision of accommodation services, the transport of a movable, the use of a motor vehicle, catering or leisure services, if the Seller undertakes to provide the service by a certain date or within a certain period;

6.3.9 travel and luggage insurance or any other similar short-term insurance contracts with the term of less than one month.

6.4 To be entitled to use the 14-day right of withdrawal, the goods may not be used in any way other than for checking the nature, properties, and functioning of the goods in the way usually permitted to the Purchaser in a physical store.

6.5 If the Purchaser has used the goods for any purpose other than for checking the nature, properties, and functioning of the goods, or there are any signs of use or wear on the goods, the Seller is entitled to decrease the return fee based on the decrease of value of the goods.

6.6 To return the goods, an application for withdrawal from the sales contract shall be submitted no later than within 14 days from the receipt of the goods. The standard form of the application for withdrawal is provided on the website [astri.zendesk.com](https://astri.zendesk.com) and it shall be sent to the e-mail address [info@astri.ee](mailto:info@astri.ee).

6.7 The Purchaser shall cover the costs related to the return of the goods, except when the reason of return is the fact that the object subject to return does not comply with the order (e.g. wrong or defective goods). Costs related to the return of the goods depend on the location of the Purchaser and the method of return.

6.8 Goods can be returned within 14 days from the receipt of the goods via the same parcel machine used for the delivery of the goods to the Purchaser, and the Purchaser shall use the same door code of the parcel machine (e.g. SmartPost) as for receiving the parcel, or a return code sent in an SMS, or the same parcel code (e.g. Omniva).

6.9 In the case of returning the goods as described in clause 6.8, the costs related to the return of the goods are equal to the costs related to the delivery of the goods, and the costs related to the return of the goods will be deducted from the sum to be returned to the Purchaser (clause 6.13.), i.e. only the sales price paid for the goods will be returned to the Purchaser.

6.10 The Online store shall confirm the receipt of the application for withdrawal via an e-mail sent to the Purchaser.

6.11 The Purchaser shall return the goods within 14 days following the submission of the application for withdrawal, or submit a proof within the same period that they have delivered the goods to a logistics company.

6.12 The Purchaser is entitled to return the goods to a physical store, if the Seller has offered such an option to the Purchaser. In this case, the Purchaser shall have no costs related to the return of the goods.

6.13 Upon the receipt of the returned goods by the Seller, the Online store shall return to the Purchaser promptly but not later than within 14 days all fees received from the Purchaser pursuant to the contract, including the delivery fee. All payments shall be made to the bank account of the Purchaser, from which payments were made for the goods.

The Seller is entitled to refuse the sale of goods in a situation where due to a technical error, the price of a product offered in the Online store has been changed to an unreasonably cheap price (pricing error) when compared with the market price of the corresponding product, there is no explicit information indicating that a special price has been fixed for the product, and the goods have not yet been shipped to the Purchaser. The Seller is entitled to withdraw from such a transaction within 3 business days of becoming aware of concluding the falsely priced transaction by submitting a corresponding application to the Purchaser in a format which can be reproduced in writing. In the case of such a withdrawal, the Web Store shall immediately, but no later than on the 14th day, return to the Purchaser all fees received as part of the contract, including delivery fees. All payments shall be made to Purchaser's account that was used for placing the order.

## **7. Submission of claims and responsibility**

7.1 The Seller is responsible for the non-compliance of the goods sold to the Purchaser with the terms and conditions of the contract or any defect, which existed at the moment of delivery of the object to the Purchaser and is detected within two years after the delivery of the goods to the Purchaser. The Seller is not responsible for any defects arising after delivery.

7.2 The Purchaser is entitled to submit a claim to the Seller no later than within two months from the moment of detection of a defect by sending the claim to the e-mail address [info@astri.ee](mailto:info@astri.ee). In addition to the name and contact information of the Purchaser, the claim shall include a description of the defect detected in the goods and the content of the submitted claim, as well as a document certifying the purchase.

7.3 All claims will be revised and the Purchaser will be notified as soon as possible, but no later than within 14 days from the receipt of the claim.

7.4 If the Seller is responsible for the defects detected in the goods, the Seller shall repair or replace the defective goods. If the goods cannot be repaired or replaced, the Seller shall return to the Purchaser all fees received from the Purchaser pursuant to the contract.

7.5 The Seller is responsible for the fulfilment of an order, including the delivery of goods and defective goods.

## **8. Processing of personal data**

8.1 Processing of personal data is subject to the privacy policy at <https://astri.ee/privacy/>.

## **9. Solution of disputes**

9.1 If the Purchaser has any claims against the Seller, please send them to the e-mail address [info@astri.ee](mailto:info@astri.ee).

9.2 The parties will resolve any disputes arising between the Seller and the Purchaser via negotiations. If no agreement is reached, the Purchaser is entitled to submit the dispute to the Consumer Protection Board (Rahukohtu 2, Tallinn 10130, <http://www.tarbijakaitseamet.ee>) and the Consumer Disputes Committee (Rahukohtu 2, Tallinn 10130, <http://www.komisjon.ee>) for an extra-judicial solution of the dispute, or to court. Furthermore, the electronic environment ODR-platform (Online Dispute Resolution) of the European Union is available for all customers at the address <http://ec.europa.eu/odr> for the solution of disputes arisen with e-traders.