

## **General Terms and Conditions**

### **Valid from 2 May 2022**

Start Sewing OÜ

Registration code: 16230044

Registration address: Räätsaka 17, Tallinn 10618

Business address: Artelli 7/14, Tallinn 10621

Telephone: (+372) 511 3350

e-mail: info@startsewing.eu

### **General Terms of placing orders**

These General Terms are valid for retail customers only. Sales to wholesale customers are made on the basis of individual agreements.

The general order conditions are valid for Start Sewing OÜ (hereinafter referred to as Start Sewing) on the Internet website [www.startsewing.eu](http://www.startsewing.eu) (hereinafter referred to as the website or as e-shop).

In addition to these general terms and conditions, they govern the relationship between the Buyer and the Start Sewing relations with the legal norms in force in the Republic of Estonia, the procedure for processing the personal data of Start Sewing's customers (Privacy) e-store product price list and well-established good practice.

These General Terms and Conditions, privacy and the price list of valid e-store products are available on the Start Sewing website.

### **1. Ordering**

1.1 To order products, the Buyer does not have to register as a user of the Start Sewing e-shop.

1.2 The Buyer selects the desired product(s), determines the quantity of each product, the method of payment for the products and the method of delivery. Before the final confirmation of the order, the Buyer can review the order and change the submitted order. After reviewing the order, the customer confirms the order.

1.3 All prices of the products shown in the e-shop include VAT 9%.

1.4 The delivery fee of the ordered products is added to the price of the ordered products according to the delivery method chosen by the Buyer.

1.5 It is possible to pay for the order confirmed by the Buyer to Start Sewing by credit or debit card payment.

1.6 The order confirmation will be forwarded to the Buyer automatically to the e-mail address provided by the Buyer.

1.7 The order takes effect when Start Sewing sends the product to the Customer.

## **2. Delivery**

2.1 The ordered products will be delivered by Start Sewing to the Buyer according to the delivery method chosen by the Buyer: either Omniva parcel machine, ordinary maxi letter or delivery in Start Sewing office; for overseas orders ordinary maxi letter or by special agreement with the Buyer.

2.3 Delivery time:

2.3.1 The product will be delivered to the Start Sewing's logistics partner within 1 – 3 working days. Arrival to the Buyer depends on the logistics partner's delivery terms.

2.3.2 For pre-ordered products the delivery takes place on the official release day announced in Start Sewing website.

2.3.3 If Start Sewing is unable to deliver the order to the Buyer due to reasons arising from the Buyer, the order will be canceled, Start Sewing will withhold the costs related to returning the order and the remaining amount paid for the order will be returned to the Buyer's account.

## **3. The Buyer's right to cancel the order**

3.1 Buyer has the right to cancel the order by e-mail or by phone call before the order is handed over to the logistics partner. It is not possible to cancel the order after goods are handed over to the logistics company.

3.2 According to the Law of Obligations Act's paragraph 53 (4) the 14-day withdrawal right does not apply to periodic publications.

## **4. Buyer's Rights**

4.1 The Buyer has the right to order products in the e-shop at the price and fixed conditions set by Start Sewing.

4.2 The product sent to the Buyer must be correct and complete and meet the conditions set by Start Sewing.

4.3 The Buyer has the right to submit complaints concerning the product order and the product itself to Start Sewing at Artelli 7/14 Tallinn or by e-mail to [info@startsewing.eu](mailto:info@startsewing.eu). In the event of a defect in the product, the product will be replaced by the same product, unless the product is no longer available for sale. If the corresponding product is no longer available, the

product will be replaced or the sales contract will be terminated and the cost of the product will be refunded to the Customer, at the Customer's choice. Minor printing defects in the color photographs of the magazine shall not be regarded as defects. These defects do not affect the use of the magazine as intended.

4.4 The Buyer has the right to withdraw from the order of products in accordance with clause 3.

4.5. The Buyer has the right to rely on the legal remedies provided by law in case of non-compliance of the product with the terms of the contract.

## **5. Buyer's obligations**

5.1 When placing an order, the Buyer is obliged to provide the information necessary for ordering: in case of ordering to parcel machine: first and last name, parcel machine's address, contact telephone number and e-mail address; in case of ordering by ordinary maxi letter: exact address (street, house number, apartment number, postal code, city / town / or village / county), contact telephone number and e-mail address.

5.2 If the Buyer and the recipient of the product are different, the Buyer must provide in section 6.1. fixed data on the recipient as well.

5.3 If the data provided by the Buyer is incorrect and / or incomplete and does not comply with clause 6.1. Start Sewing does not guarantee the proper fulfillment of the product order. If possible, Start Sewing will contact the subscriber to specify incorrect or incomplete information.

5.4 If the information provided by the Customer is incomplete or incorrect, Start Sewing does not guarantee that the publication will be properly delivered.

5.5 When purchasing the magazine as a postage-paid letter, the Buyer must have a secure delivery location with an unambiguous address designation and a mailbox or a delivery location appropriate to the size of the order. The Buyer shall ensure secure and unobstructed access to the delivery location and shall ensure that the Subscription fits in the mailbox or the delivery location.

5.6 In the event that the Buyer's mailbox or delivery location does not meet the requirements or the Order does not fit in the mailbox for any reason, Start Sewing does not guarantee proper delivery of the Order to the Subscriber.

5.7 When placing an order, the Buyer confirms that he agrees with the conditions set out in these General Terms and undertakes to comply with them.

## **6. Rights of Start Sewing**

6.1 Start Sewing reserves the right to modify these General Terms and Conditions without prior notice by publishing the new valid Terms and Conditions on its website.

6.2 Start Sewing reserves the right to change the price list of the e-store at any time without prior notice by publishing the new price list on the Start Sewing webpage.

6.3 Start Sewing does not guarantee that the description of the content of the magazine prepared by the publisher of the magazine corresponds to the opinion of the Buyer regarding the content of the book.

6.4 In the event that the Buyer fails to comply with the obligations imposed on him/her by these General Terms and Conditions, Start Sewing does not guarantee the entry into force of the order and/or the correct dispatch of the product.

6.5 If the Buyer fails to perform the payment obligation correctly, Start Sewing has the right to publish the Buyer's data in the register of payment defaults.

## **7. Obligations of Start Sewing**

7.1 Start Sewing undertakes to deliver the correct and complete product(s) to the Buyer.

7.2 Start Sewing undertakes to accept and document all Buyers claims.

7.3 Start Sewing undertakes to resolve the Buyer's claim within 7 (seven) working days if the reasons for the claim are independent of the Buyer. If the cause of the claim is caused by the Buyer, the Buyer must eliminate it immediately.

7.4 Start Sewing undertakes to replace defective copies of the products. Start Sewing is only responsible for manufacturing defects and other defects that existed when the product was handed over to the Buyer.

7.5. All disputes between the parties shall be settled by negotiation. If no agreement is reached and the Buyer wishes to continue filing a complaint, the Buyer has the right to apply to:

7.5.1 To the Consumer Disputes Committee of the Consumer Protection and Technical Regulatory Authority at Endla 10A, Tallinn 10122, e-mail: [avaldu@komisjon.ee](mailto:avaldu@komisjon.ee);

7.5.2 Via the ODR online consumer dispute resolution platform <http://ec.europa.eu/odr/>. The ODR platform is primarily, but not exclusively, designed to resolve cross-border disputes, making it easier for consumers to find a suitable ADR entity in another Member State to resolve a specific dispute;

7.5.3 To the court (Harju Maakohus, Lubja 4, Tallinn, 10115).

Our phone number is (+372) 511 3350 on working days from 9 am to 5 pm (EET). Our e-mail address is: [info@startsewing.eu](mailto:info@startsewing.eu)

## **8. Copyright**

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