

General Terms and Conditions of payment in instalments:

1. Ordinary product:

- Financed amount: 100 – 3,000 euros
- contract administration fee per month: 0.9 euros (from second instalment)
- contractual fee: 19 euros
- contract period: 4–48 months
- Downpayment starting from 0% when concluding the contract at the Partner's office (financed amount: 100–3,000 euros)
- Annual interest rate: **12.9%** on the purchase amount
- Payment date of monthly instalments: **12th**
- Financed goods and services: Goods and services offered by the Partner

2. Amounts starting from 3,001 euros:

- Financed amount: 3,001–10,000 euros
- contract administration fee per month: 0.9 euros (from second instalment)
- contractual fee: 25 euros
- contract period: 4–48 months
- Downpayment (starting from 3,001 euros): 10% of the purchase amount
- Annual interest rate: **12.9%** on the purchase amount
- Payment date of monthly instalments: **12th**
- Financed goods and services: Goods and services offered by the Partner

METHODS OF DELIVERY

OFFICE OF SAKU LÄTE

After paying for the purchase or signing the contract for payment in instalments, we shall send the ordered goods to the office of Saku Läte OÜ, specified on the order. The customer will be contacted by phone or e-mail when the order is ready for delivery. The goods are released on the basis of an identity document.

PAYMENT IN INSTALMENTS

Inbank's payment in instalments

Purchase amount 100–10,000 euros

Downpayment starting from 0 euros

Period 4–48 months

Annual interest 12.9% on the purchase amount

contractual fee 19.00 euros

Applicant's age 21–71 years

Applicant's monthly net income at least 240 euros and previously flawless credit behaviour

The customer is aware of and agrees that to decide on the conclusion of a contract of sale with payment in instalments, the data provided in their application will be forwarded to Inbank AS (registry code 12001988).

The customer confirms that all the presented data are correct, complete, and reflect their financial condition at the moment of submitting the application and can be certified upon the request of AS Inbank.

The customer is aware that when presenting insufficient or incorrect data, Inbank AS may reject their application or cancel the contract concluded with them prematurely.

The customer authorises AS Inbank to request and receive additional information from third parties for the purpose of assessing the customer's creditworthiness.

The customer is aware that AS Inbank makes the decision on issuing credit based on the data presented by the customer in the application and available from other databases. The customer gives AS Inbank their consent for processing their personal data pursuant to the Principles of Processing Customer Data of AS Inbank, which are available on the website www.inbank.ee.

The customer agrees that to make a credit decision, the data relating to the customer and their applications and contracts are inquired from the AS Inbank consolidation group and/or associated companies (the list is available on the website at www.inbank.ee) and the said companies forward the data to AS Inbank to comply with the principle of responsible lending.

The annual percentage rate of charge of payment in instalments is 26.37% under the following sample conditions: the price of the object of contract when paid at once (net price) is 2,000 euros, amount of credit is 2,000 euros, the downpayment is 0 euros, the contract period is 24 months, the annual fixed interest rate is 11.9% calculated on the purchase amount, the contractual fee is 19 euros, the monthly instalment is 104.59 euros, the total sum of credit and total amount of repayments is 2,510.03 euros. The credit is provided by Inbank AS (activity license No. 4.1-1/31, seated at Niine 11, Tallinn, phone 640 8080). Before taking out the contract, please review the terms and conditions of the contract carefully and if necessary, consult an employee of Inbank AS or another professional.

GENERAL TERMS AND CONDITIONS

1. TERMS AND DEFINITIONS

Saku Läte – Saku Läte OÜ, a company established and acting under the laws of the Republic of Estonia and operating the www.sakulate.ee environment, registry code 10223818, seated at Saale, Saku small town, Harju County, 75501, e-mail info@sakulate.ee

Goods – goods sold by Saku Läte.

Website – web environment www.sakulate.ee and its subpages.

Buyer – a user of the Website, a natural person (consumer), who, by visiting the Website, wants to buy the Goods or who has purchased the Goods.

Contract of sale – a contract to be entered into between the Buyer and Saku Läte via the Website for buying and selling the Goods.

Confirmation of the contract of sale – informative confirmation issued to the Buyer by e-mail by Saku Läte about the terms and conditions of the contract of sale, under which Saku Läte shall not assume any commitments or liability.

Terms and conditions of the contract of sale – specific terms and conditions of the transaction determined in the contract of sale by Saku Läte (incl. the price of Goods, main characteristics, payment and delivery terms).

Terms and conditions of sale – these terms and conditions, which the Buyer and Saku Läte must follow in using the Website and making transactions and operations through the Website (Standard Clauses of the contract of sale).

Contract of payment in instalments – a contract of purchase and sale for paying in instalments, under which and on the conditions stipulated in which Saku Läte sells the Goods to the Buyer and the Buyer undertakes to pay to the provider of credit (AS Inbank) pursuant to the conditions and dates as specified in the payment schedule.

Words and definitions in singular in the terms and conditions of sale may mean also plural and vice versa.

2. VALIDITY AND APPLICATION OF THE TERMS AND CONDITIONS OF SALE

2.1. The terms and conditions of sale apply as standard clauses and as general additional contractual conditions regulating the purchase and sale in relation to each contract of sale to be concluded between the Buyer and Saku Läte. With the conclusion of the contract of sale, the terms and conditions of sale become an inseparable part of the contract of sale. Upon entry into the contract of sale, the Buyer gives their irrevocable and unconditional consent for accepting the terms and conditions of sale.

2.2. Saku Läte has a right to make unilateral amendments and supplements to the terms and conditions of sale at any time and regardless of the reason, declare the terms and conditions of sale partly or fully invalid, or cancel them. The terms and conditions of sale that were presented on the Website as the terms and conditions of sale at the moment of entering into the contract of sale apply to the contract of sale.

3. TRADING ENVIRONMENT

3.1. Saku Läte does not guarantee that the trading environment on the Website can be used with all browsers and computer software or with mobile devices.

3.2. Saku Läte has a right to establish restrictions to the sale of certain Goods on the Website (e.g. establish time, age, and other restrictions to the sale of Goods).

3.3. The contract of sale for the purchase of Goods can be concluded for delivering the Goods to the following countries: Republic of Estonia.

4. CONCLUSION OF THE CONTRACT OF SALE

4.1. Displaying the description of Goods on the Website is considered an offer to conclude a contract of sale. The description of Goods includes the name of Goods, product code, unit price, and main characteristics. Saku Läte has a right to determine the minimum and maximum amount of Goods to be purchased or establish other specific restrictions or special conditions to the purchase. Saku Läte has a right to change the offer until the conclusion of the contract of sale, incl. during the purchase process, informing the Buyer of the changes via Website.

4.2. To conclude the contract of sale after having selected the Goods, the Buyer shall forward to the e-mail address riina.papp@sakulate.ee the details requested in the 'General Terms and Conditions' as well as confirm their agreement with the terms and conditions of the contract of sale and their wish to conclude the contract of sale on the terms and conditions of sale. The Buyer forwards to the e-mail address of Saku Läte riina.papp@sakulate.ee all the necessary data about the Buyer and the delivery of Goods (above all the Buyer's full name, address, e-mail address, requested method and address of delivery, requested method of payment, etc.). If a restriction applies to the sale of Goods pursuant to the law effective in the Republic of Estonia (such as an age limit), the Buyer must enter on the Website also other requested data (personal identification code, date of birth, etc.).

4.3. A contract of sale is deemed concluded with the payment made for the order to Saku Läte by the Buyer (acceptance of the Buyer for entering into the contract of sale). The contract of sale enters into force upon paying for the order. As of entry into force of the contract of sale, Saku Läte will incur an obligation to deliver the Goods to the Buyer.

4.4. In addition to what is provided in Clause 4.3, the contract of sale can be concluded also by taking out a contract of payment in instalments (see Chapter 7). In this case, the contract of sale is deemed concluded as of taking out the contract of payment in instalments.

4.5. If the Buyer has chosen payment under a prepayment invoice as the method of payment for the Goods and the Buyer delays the payment for the order (i.e. after the payment term), the payment is deemed to be a new order and Saku Läte will either agree to the conclusion of the contract of sale by sending to the Buyer the confirmation of the contract of sale or shall refuse to conclude the contract of sale. This is a separate confirmation on the conclusion of the contract of sale, which is issued to the Buyer within 7 days as of the receipt of the payment from the Buyer. If Saku Läte refuses to conclude the contract of sale, it shall inform the Buyer thereof within 7 days as of the receipt of the payment from the Buyer. In the latter case, the purchase price will be refunded to the Buyer within 14 days at the latest as of the receipt of the Buyer's payment.

4.6. Upon entry into the contract of sale, the Buyer undertakes to present accurate and correct data. The Buyer must identify and correct a typing error before submitting the order form. If the Buyer detects a typing error after conclusion of the contract of sale, the typing error can be corrected by informing Saku Läte within 12 hours as of the conclusion of the contract of sale.

4.7. After conclusion of the contract of sale, the Buyer can change the contract of sale (e.g. waive the purchase of certain Goods, change the method of delivery or payment terms) only upon agreement with Saku Läte.

4.8. After entry into force of the transaction, a confirmation of the contract of sale is sent to the e-mail address disclosed by the Buyer on the conclusion of the contract of sale, which specifies, among other things, the number of the contract of sale and includes a reference (link) to the terms and conditions of sale.

4.9. The official time of conclusion of the contract of sale is found according to the server clock of Saku Läte, which might not always match the time of the Buyer's web browser or computer.

4.10. A contract of sale can be concluded by a person who, pursuant to the law effective in the Republic of Estonia, has a right to buy the Goods. If an age limit is set to the Buyer of Goods, the Buyer must confirm before entry into the contract of sale that their age is sufficient according to the age limits provided for in law to buy the Goods. Before the sale of the Goods, the person shall submit to Saku Läte for verification the necessary data (the Buyer's full name, personal identification code, date of birth, phone number, e-mail address, etc.). If the person is not entitled to buy the Goods pursuant to the law of the Republic of Estonia, the contract of sale will not be concluded with them.

4.11. Saku Läte may decide not to enable the Buyer to conclude the contract of sale if the Buyer violates or has violated a previously concluded contract of sale.

4.12. Saku Läte checks the existence of circumstances which may prevent the conclusion of a contract of sale (Clauses 4.10 and 4.11), relying on the data presented by the Buyer and, if necessary, shall refuse to sell the Goods to the Buyer. Refusal to conclude the contract of sale shall be communicated to the Buyer with an e-mail message, which specifies the reason for refusing to sign the contract of sale. If after conclusion of the contract of sale, Saku Läte detects grounds for refusing the conclusion of the contract of sale, Saku Läte may withdraw from the contract of sale without sanctions (Clause 11.1.2).

4.13. The contract of sale is valid until due fulfilment of the obligations of the Parties arising from the contract of sale.

5. PRICES OF GOODS AND DELIVERY

5.1. The prices of Goods sold on the Website are presented in euros on the Website and are inclusive of all taxes, but exclusive of the delivery costs. Delivery costs will be added to the price of the Goods.

5.2. With the conclusion of the contract of sale, the Buyer accepts the delivery costs in amount which is presented to them on the Website before the conclusion of the contract of sale.

5.3. Saku Läte has a right to adjust the prices of Goods offered by them and of the delivery options at any time. If the Buyer concluded the contract of sale before the disclosure of the changes in prices on the Website, the price displayed on the Website at the moment of conclusion of the contract of sale shall apply to the Buyer.

5.4. The delivery costs are displayed to the Buyer under the selection of delivery method (before conclusion of the contract of sale) and are marked also in the confirmation of the contract of sale.

5.5. The delivery terms and cost are determined by Saku Läte.

5.6. If the Buyer wants to order Goods under different delivery methods or at different delivery addresses, separate orders must be placed and separate contracts of Sale shall be concluded.

6. PAYMENT FOR AND DELIVERY OF GOODS

6.1. In order for the contract of sale to enter into force, the prepayment invoice issued by Saku Läte must be paid. The payment term of the prepayment invoice is five (5) days. It is also possible to buy under the conditions of payment in instalments (see Chapter 7).

6.2. Goods will be delivered to the Buyer during the time agreed in the contract of sale, pursuant to the manner agreed in the contract of sale, and after the receipt by Saku Läte of the fee payable for the Goods or conclusion of a contract of payment in instalments (see Chapter 7). The delivery term specified in the confirmation of the contract of sale applies if the Buyer has duly paid the purchase price. The delivery term will be postponed by the days by which the payment was delayed.

6.3. The Goods are not delivered outside the Republic of Estonia. The Buyer is notified of additional restrictions and objective obstacles related to the delivery by e-mail, if such restrictions or obstacles exist.

6.4. Saku Läte undertakes to inform the Buyer without delay of changes in the delivery term and conditions relating to the delivery.

6.5. Saku Läte has a right to extend the delivery term for up to 7 days, if there are objective grounds beyond the control of Saku Läte which cause a delay in delivering the Goods, informing the Buyer immediately of the extension of the delivery term.

6.6. If due to the delayed delivery (incl. due to extension of the delivery term specified in Clause 6.5), the Buyer loses interest in the Goods, they shall be entitled to submit to Saku Läte an application for withdrawing from the contract of sale and in this case, Saku Läte shall be obligated to refund to the Buyer the purchase price of Goods paid by the Buyer to them within 14 days as of the receipt of the withdrawal application.

6.7. The obligation to deliver the Goods to the Buyer is deemed fulfilled at the moment of handing the Goods over to the Buyer or their representative. Among other things, a representative is deemed to be the adult persons who receive the Goods at the place of delivery specified by the Buyer. The risk of accidental destruction and damage to the Goods shall pass over to the Buyer as of the moment of delivering the Goods. Delivery of the Goods is delayed for reasons attributable to the Buyer if the Goods cannot be delivered because the Buyer or their adult representative is not present at the place of delivery, whereas in this case, the Buyer will bear all the costs in connection with delayed delivery.

6.8. The Goods shall be delivered to the Buyer by the courier together with the delivery note. If the Goods have external and visible damage or the Goods do not conform to the contract of sale in terms of quantity or as a product, the Buyer shall be entitled to refuse the acceptance of Goods, making a respective note on the delivery note. By signing the delivery note, the Buyer or their representative confirms that at the moment of delivering the Goods, the packaging was intact and they are satisfied with the condition of the packaging, that the Goods do not have visible external damages, and that the Buyer was delivered the Goods ordered.

6.9. If the Goods are delivered to the Buyer at the office of Saku Läte and the Goods have external and visible damages or the Goods do not conform to the contract of sale in terms of quantity or as a product, the Buyer shall be entitled to refuse the acceptance of Goods, informing the representative of Saku Läte at the site. By accepting the Goods, the Buyer or their representative confirms that at the moment of delivering the Goods, the packaging was intact and

they are satisfied with the condition of the packaging, that the Goods do not have visible external damages, and that the Buyer was delivered the Goods ordered.

6.10. If the Goods can be delivered in parts (e.g. some of the Goods are available in the warehouse and some not), Saku Läte may perform the contract of sale in parts and also deliver the Goods in parts.

7. CONSUMER CREDIT (PAYMENT IN INSTALMENTS)

7.1. Upon request, the Buyer may purchase the Goods by payment in instalments. The provider of payment in instalments is a creditor who has a licence for granting consumer credit. Saku Läte shall introduce to the Buyer the possibilities and terms and conditions of payment in instalments in a manner and within the extent that it is possible for the Buyer to assess the suitability of the terms and conditions to its current financial position. Before the conclusion of a contract of purchase and sale with payment in instalments, Saku Läte will ensure the identification of the Buyer pursuant to the legislative requirements and will present the data necessary for the conclusion of a contract to the provider of consumer credit, who performs the assessment of creditworthiness to make the credit decision.

7.3. Saku Läte is not liable to the Buyer for any decision of the provider of credit to grant or refuse to grant the consumer credit, as well as for the conditions on which the creditor provides the consumer credit. Information on the terms and conditions of payment in instalments published on the Website (incl. on possible monthly payment) is informative and when making the offer, the creditor is not bound by the respective information. The creditor has no obligation to justify its credit decision.

7.4. In case of a positive answer of the creditor to the Buyer's application, a contract of purchase and sale with payment in instalments is concluded with the Buyer at the office of Saku Läte chosen by the Buyer in the application to conclude a contract, or via the Website pursuant to the creditor's conditions.

7.5. The Buyer may use the right of withdrawal from the credit contract within 14 days as of the conclusion of the contract of purchase and sale with payment in instalments. When withdrawing from the contract of purchase and sale with payment in instalments, the provisions of the contract of purchase and sale with payment in instalments shall be taken as basis. The terms and conditions are publicly available at <https://www.inbank.ee>.

8. WITHDRAWAL FROM THE CONTRACT OF SALE, RETURN AND REPLACEMENT OF GOODS

8.1. The Buyer has 14 days to examine the Goods. If the Buyer finds the Goods unsuitable, the Buyer shall have the right to withdraw from the contract of sale within 14 days as of the receipt of the Goods and return the purchased Goods to Saku Läte (except for the Goods specified in the Subclauses of Clause 8.7). The Goods must be complete (containing all the items in the product packaging, incl. cables, user manuals, etc.), unused, and in original packaging and the withdrawal

application must be sent to Saku Läte in writing at the postal address or e-mail address of Saku Läte at riina.papp@sakulate.ee within 14 days as of the receipt of the Goods. The request to return the Goods can be sent also by using a respective form; however, using the form is not obligatory.

8.2. The Buyer must open the original packaging carefully without damaging it. If the packaging cannot be opened without damaging it, the Buyer must use a method that ensures as little damage to the packaging as possible when opening the packaging. In order to make sure of the nature, characteristics, and functioning of the Goods, the Buyer must handle and use the item only as they would be normally allowed to do it in a shop. If it is necessary to use the Goods to ascertain their suitability, the Goods shall be considered unused Goods within the meaning of Clause 8.1 if the Goods are in their original complexity and characteristics as they were upon the receipt of the Goods. If the abovementioned conditions have not been met, the Buyer shall lose the right of withdrawal.

8.3. The Buyer shall bear the direct costs related to returning the Goods delivered to them (incl. delivery costs).

8.4. If the returned Goods have been damaged and the situation was caused by abnormal use, modification, incorrect assembly or disassembly, or due to any other circumstances caused by the activity of the Buyer, Saku Läte will retain the right to offset the impairment of Goods with the purchase price paid by the Buyer for the Goods and subject to refund. If the Buyer disagrees with the impairment of Goods indicated in the set-off, they shall be entitled to use the help of an independent expert to ascertain the impairment of returned Goods or to establish the guilty party in the occurred situation. Costs related to the independent expert shall be split between the Buyer and Saku Läte, unless the opinion of one party appears to be clearly unjustified. In this case, the costs shall be paid by the party whose opinion appeared unjustified.

8.5. If the Buyer has withdrawn from the contract of sale on the basis of Clause 8.1, Saku Läte will return the purchase price paid by the Buyer, from which Saku Läte may offset and deduct the impairment of Goods specified in Clause 8.4 and the non-refundable cost stated in Clause 8.6, within 14 days as of the receipt of the withdrawal application, provided that the Goods are returned to Saku Läte within the same period of time.

8.6. If the Buyer has chosen a different method for receiving the Goods than the ordinary cheapest way suggested by Saku Läte, the latter shall not be obliged to refund to the Buyer the costs which exceed the expenditures related to ordinary method of delivery.

8.7. The following Goods are not subject to return:

8.7.1 Goods which have been produced on the basis of a special order considering the conditions of the Buyer.

8.7.2 Goods which are not eligible to be returned for reasons of health protection or hygiene (such as using a milk system) and if these have been opened after delivery;

8.8. If the Buyer withdraws from the contract of sale pursuant to procedure stipulated in Clause 8.1, it is deemed that the Buyer has withdrawn also from the concluded contract of payment in instalments.

8.9. The Buyer cannot withdraw from the contract of sale in other cases or on other conditions not specified in the terms and conditions of sale, unless the respective right of withdrawal is foreseen by an imperative provision of law.

8.10. In the case of the right of withdrawal set out in Clauses 8.1–8.2, the Buyer shall be entitled to exchange the Goods for other Goods sold by Saku Läte. In this case, the Buyer and Saku Läte will off-set the amount paid for the returned Goods and the sales price of new Goods within the extent of overlap. A claim of a party that exceeds the extent of set-off, must be satisfied pursuant to the contract of sale.

9. WARRANTY AGAINST DEFECTS

9.1. If a warranty against defects is required for the Goods, Saku Läte shall comply with the warranty terms and repair or replace defective Goods on the prescribed conditions.

9.2. The periods of warranty against defects applicable to the Goods are provided on the Website in the technical data of the Goods in the general information and in the warranty documents enclosed to the Goods. The warranty period begins as of the conclusion of the contract of sale and is valid during the period specified in the warranty document enclosed to the Goods. The basis to a warranty claim is the confirmation of the contract of sale.

9.3. Unless otherwise stipulated in the warranty conditions:

9.3.1. The warranty against defects gives the Buyer a right to demand free repair or replacement of the item during the warranty period;

9.3.2. When repairing the item during the warranty period, the warranty against defects shall not extend by the time of repair, but will be valid until the initially determined term;

9.3.3. When repairing the Goods, the warranty of details replaced in the Goods shall remain valid until the end of the warranty period initially granted to the Goods;

9.3.4. The warranty period of Goods replaced during the warranty period ends when the initial warranty period granted to the purchased Goods was to end.

9.4. Defects caused by mechanical damage to the Goods, but also damages caused by liquids, humidity, temperature, and other similar damages, abnormal use of Goods, use of Goods contrary to the requirements described in the user manual, or normal wear and tear are not subject to warranty.

10. FILING AND RESOLVING COMPLAINTS ARISING FROM DEFECTIVE GOODS

10.1. In addition to the rights arising from the warranty, the Buyer also has other rights resulting from law. If the object of the contract does not correspond to the contractual conditions, the Buyer can rely on legal remedies stipulated in law.

10.2. Regardless of the existence of a warranty, the Buyer has a right to file complaints arising from the nonconformity of the Goods with the contractual conditions within two years as of the receipt of the Goods. For defects of the Goods that occurred during the first six months, it is

assumed that the defect was present at the moment of concluding the contract of sale and Saku Läte will be obligated to ascertain the origin of the defect.

10.3. Upon the occurrence of a hidden defect, which above all includes a lack of quality of the Goods, the Buyer shall immediately inform Saku Läte of the problem by e-mail at riina.papp@sakulate.ee and provide the following information:

10.3.1. Name and contact details;

10.3.2. Description of the defect of Goods and suspected cause;

10.3.3. Number of the contract of sale.

10.4. The notification must be sent immediately, however no later than within 2 months after detecting the non-conformity of Goods with the contract. Upon expiry of the said term, the Buyer loses its right to demand from Saku Läte repairing or replacing of the Goods.

10.5. When replacing defective Goods, Saku Läte shall have the right to demand that the Goods are returned by the Buyer.

10.6. Costs in connection with the replacement of defective Goods (incl. delivery costs) shall be borne by Saku Läte.

10.7. If the defect arises from the Goods (e.g. the product is defective or the product is damaged during transport), Saku Läte will repair the defective Goods. Instead of repairing the Goods, Saku Läte may replace them with an item that corresponds to the conditions of the contract. If repairing or replacing of the Goods is not possible or fails, if Saku Läte unjustifiably refuses to replace the item or fails to do it within a reasonable time after notifying them of the non-conformity with the contractual conditions, the Buyer will be entitled to withdraw from the contract of sale and return the Goods to Saku Läte. Saku Läte undertakes to refund the purchase price paid under the contract of sale to the Buyer within 14 days as of the receipt of a justified withdrawal application.

10.8. Saku Läte is not responsible for:

10.8.1. Damage to the Goods caused by the Buyer;

10.8.2. Defects resulting from improper storage or use of the Goods;

10.8.3. Defects resulting from the natural physical change of the Goods;

10.8.4. Non-suitability of the characteristics of the Goods to the Buyer, if non-suitability is not caused by a defect of the Goods;

10.8.5. In other cases, stipulated by law and the contract of sale.

10.9. If the obligations arising from the contract of sale can be fulfilled only in part and an event stated in Clause 6.6 or 10.7 occurred only in respect of some Goods, the Buyer may withdraw from the contract of sale only in respect of such Goods or the Goods of such manufacturer. In this case, withdrawal from the entire contract of sale is not permitted.

11. RIGHT OF WITHDRAWAL OF SAKU LÄTE

11.1. Saku Läte has a right to withdraw from the contract of sale concluded with the Buyer without any sanctions on the following grounds:

11.1.1. The ordered Goods are not available in the warehouse of Saku Läte or the supplier and cannot be supplied during a reasonable time and on reasonable conditions;

11.1.2. Pursuant to the legislation effective in the Republic of Estonia and applicable to the transaction, the Goods cannot be sold to the Buyer (e.g. due to an age limit);

11.1.3. Performance of the contract of sale is hindered by objective grounds which Saku Läte could not foresee, prevent, or influence (force majeure);

11.1.4. Saku Läte is for any other reason unable to perform the contract of sale.

11.2. If Saku Läte has withdrawn from the contract of sale, it shall refund the purchase price paid under the contract of sale to the Buyer within 30 days as of making the withdrawal announcement.

11.3. Before withdrawal from the contract of sale on grounds stated in Clause 11.1, Saku Läte may offer equivalent goods with the ordered Goods and upon receipt of a confirmation by the Buyer on the suitability of the equivalent goods, the contract of sale shall be deemed amended and the Buyer is delivered goods that are equivalent to the ordered Goods.

12. LIABILITY AND FORCE MAJEURE

12.1. Saku Läte is in no case responsible for:

12.1.1. possible mistakes caused by third parties which influence the technology or give rise to a situation where the money transfer and thereby the conclusion of the contract of sale may fail. If there are problems with the money transfer, the Buyer shall be obligated to inform Saku Läte thereof without delay;

12.1.2. For the damage caused to the Buyer if the Buyer's identify is used by another person.

12.2. Violation of an obligation may be excused if the party violated the obligation due to circumstances of force majeure. Force majeure is any circumstance that the party could not influence and under the principle of reasonableness, it could not have been expected from the party to take this circumstance into consideration at the time of the conclusion of the contract of sale or to avoid it or overcome the impediment of its consequences.

12.3. Saku Läte is not responsible for delayed delivery and related misunderstandings if the delay or misunderstanding is caused by inaccuracy or incorrectness of data presented when placing the order or by delayed receipt by the Buyer themselves, which, among others, is the absence of a suitable recipient of the Buyer according to the contract of sale at the delivery place of Goods in due time.

12.4. Saku Läte shall in no case reimburse to the Buyer non-proprietary damage or pay compensation for non-proprietary damage or any indirect damage (such as lost profit).

12.5. Saku Läte shall not compensate to the Buyer for the damage which results from the fact that the Buyer assumed any obligations to third parties in relation to the Goods (such as an obligation to transfer, pledge, deliver, etc., the Goods to a third party).

12.6. Saku Läte shall not compensate to the Buyer for the damage resulting from the changes in the delivery terms, prices, or other conditions.

12.7. Saku Läte shall not be liable for any damage incurred to the Buyer due to the fact that Saku Läte has exercised the right to withdraw from the contract of sale.

13. OTHER RIGHTS AND OBLIGATIONS OF PARTIES

13.1. The Buyer shall:

13.1.1. present completely true data in the purchase process of the Goods, incl. present the order under their correct and full name, provide the correct date of birth, and use a valid e-mail address;

13.1.2. be fully responsible for all activities carried out under their identity or from the IP-address in their place of residence or location;

13.1.3. not use the Website for illegal activities or activities that do not correspond to good morals (incl. for illegal use of another person's identity);

13.1.4. not allow minors and other persons, to whom carrying out transactions or certain types of transactions is prohibited or restricted by legislation, to carry out transactions on the Website under their identity.

13.2. The Buyer confirms that they:

13.2.1. are a person with active and passive legal capacity who is entitled to carry out transactions enabled on the Website;

13.2.2. are aware and agree that placing an order on the Website and paying for the order leads to the conclusion of a binding contract of sale;

13.2.3. are aware and agree that Saku Läte has a right to store the Buyer's personal data and process the personal data of the Buyer in accordance with effective legislation and the terms and conditions of sale;

13.2.4. fully and easily understand all the binding conditions contained in the terms and conditions of sale and fully understand that by using the Website, they may be subject to legally binding obligations.

13.3. Saku Läte is liable to the Buyer for the following:

13.3.1. The Goods correspond to the description and the characteristics and quality as expressed on the Website or if the above is absent, to the quality inherent to such Goods;

13.3.2. Data presented about the Goods, incl. the marking or other data on the Goods or packaging or on a label attached to the Goods is true, corresponding to the Goods;

13.3.3. The Goods are new, i.e. these are sold into the first use, unless this constitutes a sale of used goods, to which the description of product refers on the Website.

14. FORWARDING OF NOTICES

Information relating to notices regarding the Website and information about the contract of sale is exchanged between the Buyer and Saku Läte in an electronic format via e-mail addresses mutually disclosed on the Website or by publishing the information on the Website. A notice is deemed received by the other party if sent to the other party at its e-mail address or published on the Website. Notices may be forwarded to the Buyer also in writing, at the address disclosed in the contract of sale or to Saku Läte at its official postal address.

15. INTELLECTUAL PROPERTY

15.1. The Website and its entire content, including but not limited to the used software, website graphics, design, texts, images, trademarks, etc., are the intellectual property of Saku Läte or the intellectual property used by them under a license. All of the above is a separate object of protection under intellectual property rights, which the Buyer is not authorised to use without the written permission of Saku Läte.

15.2. With a purpose of offering their Goods via the Website, the manufacturers and suppliers of the Goods have granted Saku Läte the right to use their trademark, descriptions, photos of the Goods, and other property, which may be treated as the intellectual property of said persons.

16. PRIVACY AND DATA PROTECTION REQUIREMENTS

16.1. By agreeing to the terms and conditions of sale, the Buyer confirms to have examined the privacy and data protection requirements of Saku Läte and to accept these in full and to make no concessions in this regard.

16.2. Saku Läte processes the following personal data of the Buyer: first- and surname, phone number, date of birth, address (street/farm, house number, apartment number, city or settlement, county, postal code), e-mail address, method for the delivery of Goods, payment method used when paying for the Goods.

16.3. If the Buyer applies for consumer credit, Saku Läte shall process, in addition to the data listed in Clause 16.2 of the terms and conditions of sale, the following personal data of the Buyer within the extent necessary for forwarding the application for payment in instalments submitted via the Website to the creditors for the conclusion of the contract of payment in instalments and for securing the rights and obligations related to the performance of the contract of payment in instalments: document number, number of dependants, marital status, level of education, employer, position, time of commencing the work, size of income, source of income, data on loan and leasing commitments (incl. the name of the creditor or lessor, residual balance of commitments, size of monthly payment), type of residence, data on the performance of material functions of public authority by the applicant of the consumer credit (payment in instalments), their family member or close colleague. The service of payment in instalments is provided by AS Inbank, a partner of Saku Läte.

16.4. Saku Läte processes the Buyer's personal data in conformity with the extent established in the legislation which is necessary for the conclusion and performance of contracts of Sale and for

securing the rights and obligations related to the use of the Website. Saku Läte may use the Buyer's personal data for the protection of its interests and forward the Buyer's personal data to third parties within the extent that is necessary for protecting its rights.

16.5. Saku Läte does not forward, sell, or disclose the collected personal data to third parties without the prior consent of the Buyer, unless there is a legal obligation to do it or a relevant right stipulated in the terms and conditions of sale.

16.6. When paying for the Goods, a secure SSL data communication is used. Saku Läte does not see the bank information or credit card data entered by the Buyer.

16.7. If the Buyer chooses a courier as the delivery method of Goods, Saku Läte will have the right to forward to the provider of the parcel machine or courier service the personal data of the Buyer within the extent necessary for delivering the Goods to the Buyer.

16.8. The Buyer has a right to access their personal data at any time and demand their rectification, closure, or deletion, unless otherwise stipulated by law.

16.9. In the case of questions concerning the personal data, the Buyer has a right to send an e-mail to Saku Läte at riina.papp@sakulate.ee.

17. OTHER PROVISIONS

17.1. The law effective in the Republic of Estonia shall apply to the activity of Saku Läte and the contract of sale. All laws effective in the Republic of Estonia have been published in the online version of Riigi Teataja, which can be reached at <https://www.riigiteataja.ee/>.

17.2. These terms and conditions of sale are presented and the contract of sale is concluded in the Estonian language.

17.3. The parties shall make an effort to resolve all disputes arising from the conclusion and performance of the contract of sale by negotiations. If an agreement cannot be reached, the parties shall resolve the mutual dispute in Harju County Court, Estonia. The Buyer has a right to turn also to the Consumer Protection Board, which resolves complaints and disputes out of court.

17.5. If a provision of the terms and conditions of sale appears to be void or invalid, it does not affect the validity of the remaining provisions.

This version of the terms and conditions of sale has been approved and is valid from 22 February 2018.