HOTELLITARBED ONLINE STORE
GENERAL TERMS AND ORDERING TERMS

1. Scope and validity of the Terms

1.1 These general terms and ordering terms of the Hotellitarbed OÜ online store (hereinafter the Seller) (hereinafter the Terms) apply to all natural and legal persons (hereinafter the Buyer) who use the www.hotellitarbed.ee online store (hereinafter the online store) and order goods or services from the online store (hereinafter the Goods).

For the purposes of these Terms, a Consumer means a natural person who enters into a transaction for purposes outside their economic or professional activities. In addition to these Terms, Consumers have all rights provided by applicable consumer law. Consumer rights, including the 14-day right of withdrawal, do not apply to legal persons or to natural persons making purchases for purposes related to their economic or professional activities, unless otherwise provided by law.

1.2 By accepting these Terms, the Buyer confirms that they have read, understood and agreed to the Terms.

2. Purchasing Goods and placing orders in the online store

2.1 Selection of Goods and prices

Goods may be ordered from the online store if an ordering option or an “Add to cart” button is displayed. The price, characteristics and availability of the Goods are shown with the relevant Goods.

The price and availability of Goods may change. The price displayed in the online store at the time the order is placed applies to the Buyer, except in the case of an obvious pricing or system error where the Buyer should reasonably have understood that the displayed price did not correspond to the actual price of the Goods.

2.2 Availability of Goods and inability to fulfil an order

If, after an order has been placed, it becomes apparent that the ordered Goods are out of stock, cannot be supplied or the order cannot be fulfilled for another objective reason, the Seller will inform the Buyer as soon as possible.

In such a case, the parties may agree on replacement Goods, a new delivery time or cancellation of the order. If the order is cancelled and the Buyer has already paid for the Goods, the Seller will refund the amount paid without undue delay.

The Seller also has the right to cancel an order if the price of the Goods or other material information was displayed incorrectly in the online store due to an obvious technical or human error and the Buyer should reasonably have understood that an error had occurred.

2.3 Shopping cart and placing an order

The Buyer can change the quantities of selected Goods and remove Goods in the shopping cart. To place an order, the required contact and delivery details must be entered and a suitable delivery and payment method must be selected.

The Buyer may create a Hotellitarbed.ee customer account if desired. Creating a customer account is not mandatory for placing an order unless otherwise stated in the online store for a specific service.

Before placing the order, the Buyer can review the order and the information entered and correct it if necessary.

To place an order, the Buyer must read the Terms of the online store, confirm acceptance of them and then click the “Place order” button.

The Buyer is responsible for the accuracy of the information provided when placing the order.

The sales contract is deemed concluded once the Seller has confirmed the order and/or the Buyer has fulfilled the payment obligation according to the selected payment method, unless the Seller and the Buyer have agreed otherwise.

2.4 Payment for Goods

Goods can be paid for using the payment methods offered in the online store, including online banking, payment card, bank transfer or other payment solutions offered during checkout.

By agreement between the Buyer and the Seller, payment by invoice may also be available in certain cases.

After the order has been placed, the online store sends the Buyer an order confirmation and/or invoice to the email address provided by the Buyer.

For payments made through payment service providers, payment data is processed in the secure environment of the relevant payment service provider. Hotellitarbed OÜ does not have access to the Buyer's online banking passwords or full payment card details.

2.5 Delivery and handover of Goods

The Goods are delivered to the delivery address specified by the Buyer in the order, to a parcel locker or collection point selected by the Buyer, or to another agreed delivery location.

Delivery-related notifications are sent using the contact details provided by the Buyer when placing the order.

When placing an order, the Buyer must check that the contact and delivery information provided is correct. The Seller is not responsible for delivery delays or other problems to the extent that they are caused by incorrect or incomplete information provided by the Buyer.

If the outer packaging of the Goods is visibly damaged upon receipt, the Buyer is requested, where possible, to record the damage and notify the Seller as soon as possible.

The Goods may also be received on behalf of the Buyer by a third party designated by the Buyer. The Seller has the right to use third-party transport and courier service providers for delivery of the Goods.

If the Buyer does not accept the Goods within the agreed period or does not collect the shipment and the Goods are returned to the Seller, the Seller will contact the Buyer to agree on a further solution. The Seller has the right to claim reimbursement only for justified and actually incurred additional costs resulting from the Buyer's breach of obligation and recoverable under applicable law.

2.6 Right of withdrawal

2.6.1 14-day right of withdrawal

A Consumer has the right to withdraw from a sales contract concluded in the online store without giving a reason within 14 days from receipt of the Goods, except in cases provided by law where the right of withdrawal does not apply.

2.6.2 Deadline for returning Goods

The Consumer must return the Goods without undue delay, but no later than 14 days after notifying the Seller of the withdrawal from the sales contract.

2.6.3 Submitting a withdrawal statement

To exercise the right of withdrawal, the Consumer may submit a withdrawal statement through the Seller's online withdrawal function or send the Seller another unequivocal statement of withdrawal by email to webshop@hotellitarbed.ee within 14 days from receipt of the Goods.

For a withdrawal statement submitted through the online withdrawal function, the Seller will send the Consumer confirmation on a durable medium without undue delay.

The Consumer may also use the withdrawal form available for download here. Use of the model withdrawal form is not mandatory.

Contact details:
Hotellitarbed OÜ
Kokasauna põik 9, Tänassilma, Saku vald, Harjumaa 76406, Estonia
Email: webshop@hotellitarbed.ee
Tel. +372 6 313 144

2.6.4 Costs of returning Goods

The direct costs related to returning the Goods, including postal, parcel locker or courier costs, are borne by the Consumer, except where the Goods do not correspond to the order or where otherwise provided by law.

2.6.5 Exclusion of the right of withdrawal

The 14-day right of withdrawal does not apply, among other cases, in the following circumstances:

a. the Consumer has been supplied with sealed Goods which are not suitable for return for health protection or hygiene reasons and which have been unsealed after delivery, for example certain hygiene, cosmetic and personal care products;

b. the Goods have been made to the Consumer's specifications or are clearly personalised or adapted to the Consumer's individual needs;

c. in other cases provided by law where the right of withdrawal from a distance contract does not apply.

The Consumer's 14-day right of withdrawal described in this section does not apply to purchases made by legal persons or to purchases made by natural persons for purposes related to their economic or professional activities.

2.6.6 Consequences of withdrawal from the sales contract

a. Upon withdrawal from the sales contract, the Seller will refund the Consumer, to the extent required by law, all payments received under the sales contract without undue delay, but no later than 14 days from the day on which the Seller became aware of the Consumer's decision to withdraw from the sales contract.

If the Consumer has chosen a delivery method that is more expensive than the least expensive standard delivery method offered by the Seller, the Seller is not required to reimburse the additional cost resulting from that choice.

b. Refunds are generally made using the same payment method that the Consumer used for the original payment, unless the parties agree otherwise. No service fee will be charged to the Consumer for the refund.

c. The Seller has the right to withhold the refund until the Seller has received the returned Goods or until the Consumer has provided evidence that the Goods have been sent back, whichever occurs first.

d. The Consumer has the right to inspect and test the Goods only to the extent necessary to establish their nature, characteristics and functioning, in the same manner as would normally be permitted in a physical store.

If the Consumer uses the Goods more than is necessary to establish their nature, characteristics and functioning, the Consumer is responsible for any resulting reduction in the value of the Goods.

Where possible, the Goods should be returned in their original packaging together with all parts, accessories and items included with the Goods. The absence of the original packaging does not in itself exclude the right of withdrawal, but any reduction in the value of the Goods caused by missing or damaged packaging may be taken into account to the extent permitted by law.

2.7 Cancellation of an order before dispatch of the Goods

If the Buyer wishes to cancel an order before the Goods have been dispatched, the Buyer must notify the Seller as soon as possible by email at webshop@hotellitarbed.ee, stating the order number.

If the order has not yet been handed over for fulfilment or dispatched, the Seller will, where possible, cancel the order without additional costs. If the Goods have already been handed over to a transport service provider, the provisions of these Terms concerning the Consumer's right of withdrawal will apply where relevant.

2.8 Environmentally hazardous consumables and waste

Batteries and accumulators used in devices sold by the Seller and subject to take-back are accepted in accordance with applicable law. Electronic waste and other waste must be delivered to an appropriate collection point or waste station. A suitable collection point can be found at kuhuviia.ee.

3. Principles of data protection and processing

3.1 The Seller processes the Buyer's personal data in accordance with applicable data protection requirements and the privacy policy of Hotellitarbed OÜ.

Personal data is processed, among other purposes, for accepting and fulfilling orders, processing payments, delivering Goods, providing customer service, complying with accounting and other legal obligations, and on the basis of legitimate interest for protecting the company's rights and ensuring the security of services.

3.2 The Seller may send the Buyer notifications related to the order and performance of the sales contract without separate marketing consent.

Direct marketing and promotional offers are sent electronically where a valid legal basis exists, including the Buyer's consent where required.

3.3 The Buyer has the right to opt out of direct marketing at any time by using the unsubscribe option in a marketing communication or by contacting the Seller.

More detailed terms of personal data processing, retention periods and data subject rights are set out in the privacy policy of Hotellitarbed OÜ.

4. Liability, complaints and dispute resolution

4.1 Right to submit a complaint

A Consumer has the right to submit a complaint to the Seller regarding non-conformity of the Goods with the contract within two years from delivery of the Goods.

The Seller must be informed of a defect within a reasonable time after it is discovered. Consumers are advised to do so no later than two months after discovering the defect.

Defective Goods should not continue to be used if continued use may worsen the defect or damage the Goods.

4.2 Remedies for defective Goods

If the Goods do not conform to the sales contract, the Consumer has the right to use the remedies provided by law.

As a general rule, the Consumer is first entitled to request repair or replacement of the Goods, provided that the chosen remedy is possible and does not impose disproportionate costs on the Seller.

In cases provided by law, the Consumer may have the right to request a price reduction or terminate the sales contract, including where repair or replacement is impossible, unsuccessful, not completed within a reasonable time, or causes the Consumer unreasonable inconvenience.

4.3 Seller's liability

The Seller is not responsible for defects or damage to the Goods to the extent that they are caused by improper use by the Buyer, failure to follow instructions for use, improper maintenance, external damage or normal wear and tear.

This section does not limit any rights granted to Consumers by law.

4.4 Commercial guarantee

If a commercial guarantee has been provided for the Goods by the Seller or manufacturer, the guarantee terms will be made available to the Consumer together with the Goods or on another durable medium.

A commercial guarantee does not limit or reduce the Consumer's statutory rights.

4.5 Proof of purchase

For a complaint to be processed, the Buyer must be able to prove that the Goods were purchased from Hotellitarbed OÜ. The purchase may be proved by an invoice, order confirmation, proof of payment or other reliable evidence.

4.6 Submitting complaints

Complaints relating to Goods purchased from the online store may be submitted:

at the Hotellitarbed OÜ sales office
Kokasauna põik 9, Tänassilma, Saku vald, Harjumaa 76406, Estonia

or by email:
support@hotellitarbed.ee

For questions concerning orders, deliveries, returns and other online store customer service matters, please contact:
webshop@hotellitarbed.ee

The Seller will respond to a Consumer's written complaint within the period prescribed by law.

4.7 Inspection of defective Goods

To determine the nature and cause of a defect, the Buyer must allow the Seller to inspect the Goods. If necessary, the parties will agree on how the Goods are to be delivered to the Seller, a service provider or an expert for inspection.

Where the Seller is required by law to bear the costs of bringing the Goods into conformity, the Seller will also bear the necessary transport, labour and material costs.

4.8 Handling of complaints

Complaints are handled in accordance with these Terms, the Hotellitarbed OÜ complaints procedure and applicable law. The Seller's internal terms do not restrict the Consumer's statutory rights.

4.9 Requirements applicable to Goods

The Seller ensures that the Goods sold comply with the requirements laid down in the legislation applicable to them.

4.10 Customer service

Information about an order is available Monday-Friday by telephone at +372 6 313 144 or by email at webshop@hotellitarbed.ee.

4.11 Dispute resolution

Disagreements between the Seller and the Buyer will first be resolved through negotiations where possible.

If a Consumer and the Seller are unable to resolve a dispute by agreement, the Consumer has the right to contact the Estonian Consumer Protection and Technical Regulatory Authority (Tarbijakaitse ja Tehnilise Järelevalve Amet) and to submit an application to the Consumer Disputes Committee (tarbijavaidluste komisjon).

Estonian Consumer Protection and Technical Regulatory Authority (Tarbijakaitse ja Tehnilise Järelevalve Amet)
Email: info@ttja.ee

Further information about the Consumer Disputes Committee is available at https://komisjon.ee/et/avalduse-esitamine.

The parties also have the right to apply to a court to protect their rights.

5. Other terms

5.1 Product images in the online store are illustrative. The actual colour shade of a product may differ slightly depending on screen settings or production batch, provided that such a difference does not affect the material characteristics of the Goods.

5.2 Prices and availability of Goods may change. After a sales contract has been concluded, a later price change does not affect the price agreed in that sales contract.

If the ordered Goods cannot be supplied, the Seller will inform the Buyer and refund any amount already paid without undue delay, unless the parties agree otherwise.

5.3 The Seller has the right not to confirm an order or to cancel an order if an obvious technical or human error has occurred in displaying the price, quantity or characteristics of the Goods in the online store and, considering the circumstances, the Buyer should reasonably have understood that an error had occurred.

5.4 The Seller makes reasonable efforts to ensure that product information displayed in the online store is correct and up to date. If a particular characteristic of the Goods is of material importance to the Buyer before purchase, the Buyer is advised, where necessary, to obtain additional confirmation from Hotellitarbed OÜ customer service by telephone at +372 6 313 144 or by email at webshop@hotellitarbed.ee.

5.5 Managing risks related to orders

The Seller has the right to apply justified and proportionate risk-management measures to a particular Buyer, including requiring prepayment for an order, restricting certain payment or delivery methods or, in exceptional cases, refusing to accept a new order where there is an objective and justified basis for doing so.

Such a basis may include, among other things, situations where the Buyer has repeatedly left orders unpaid or failed to collect shipments, placed fictitious or clearly abusive orders, knowingly provided incorrect information, or through previous conduct repeatedly caused the Seller unjustified costs or significant disruption to order fulfilment.

Risk-management measures are applied taking into account the circumstances of the particular case and may not be based solely on the fact that a Consumer has exercised the statutory 14-day right of withdrawal, submitted a justified complaint or exercised another statutory right.

6. Validity of the Terms

6.1 These general terms and ordering terms of the Hotellitarbed OÜ online store are valid from 30 September 2026.

The Seller has the right to amend the Terms where necessary due to changes in legislation, the operation of the online store, services or business organisation. The Terms in force at the time the order was placed apply to that order.