

1. Scope and Validity of the Terms and Conditions

- 1.1. These terms and conditions of use (hereinafter Terms and Conditions) of the e-shop of United Capital OÜ (registry code 11373684, address Vana-Narva mnt 29, 74114 Maardu) (hereinafter the Seller) shall be valid for all persons who have made a purchase (hereinafter the Customer) at the UC Rent e-shop located at the website www.shop.ucrent.ee (hereinafter the E-Shop) in the purchasing products and the provision of services and the legal relationships arising therefrom.
- 1.2. The 14-day right of withdrawal set out in Chapter 7 of the Terms and Conditions shall not be valid for a Customer who is not a consumer for the purposes of subsection 1 (5) of the Law of Obligations Act (a natural person who concludes a transaction not related to independent economic or professional activities).
- 1.3. The Seller shall have the right to amend and update these Terms and Conditions and the price list in the interests of the development of the E-Shop and the better and safer use of the E-Shop.

Any amendments and updates to the Terms and Conditions and the price list shall be announced via the website www.shop.ucrent.ee. Any amendments and updates to the Terms and Conditions and the price list shall come into force as of the moment of publication of the respective amendment or update on the www.shop.ucrent.ee website.

If a Customer submitted their order before the amendments to the Terms and Conditions had entered into force, the Terms and Conditions that were in force when the Customer submitted their order shall be applicable to the legal relationship that arose between the Customer and the Seller, unless otherwise specified in legislation or these Terms and Conditions.
- 1.4. Product images in the E-Shop are illustrative. Product information in the E-Shop is regularly checked and updated. Information may have been updated after the Customer's most recent visit. Depending on the potential deficiencies in manufacturer data sheets, there may be inaccuracies in the E-Shop's product information, which the Seller shall not be liable for. The Seller reserves the right to decline a sale, if any of the following issues has occurred with the goods: there has been a human error in entering the price or a technical error has occurred in the system (for example, if a tent that is worth EUR 700, is on sale for EUR 70, then this is a manifest error). Before making a purchase, we recommend checking the accuracy of product information with the Seller's Customer Service by phone at 5699-9971 or by e-mail at epood@ucrent.ee.

2. General Terms and Conditions of Use of the E-Shop

- 2.1. Examining the Terms and Conditions provided in the E-Shop's Terms and Conditions is mandatory for a Customer. By accepting the Terms and Conditions for making a purchase in the E-Shop, the Customer confirms that they have examined the Terms and Conditions, they understand the rights and obligations arising therein, and they accept these. The Customer has the right to download or print out the E-Shop's Terms and Conditions, which guarantees the possibility to save and reproduce the information on a permanent data medium.

- 2.2. With the contract for the sale of goods, the Seller undertakes to deliver existing goods, goods to be manufactured or produced, or goods to be acquired in the future by the Seller, to the Customer and to allow the transfer of ownership to the Customer, and the Customer undertakes to pay the Seller, on time, the purchase price for the goods indicated on the invoice, and to take delivery of the goods.
- 2.3. The inventory of goods is reflected in the E-Shop with a time delay and may be different from the actual status. The Seller shall not be liable in a situation where immediately after the Customer has paid for the goods, it turns out that the Customer's desired goods have run out of stock. In this case, the Seller shall have the right to withdraw from the sale transaction, and the Customer does not have the right to require the order to be fulfilled or potential damage to be compensated for in this situation.

3. Guide for making a purchase in the E-Shop

- 3.1. Orders are accepted on the website www.shop.ucrent.ee. A purchase can be made as a guest or by registering as a user.
- 3.2. It is possible to change the number of products in the shopping cart. The amount of a product to be ordered can also be changed. The number of products can be changed in the shopping cart by clicking the button "Choose more products". The amount to be ordered can be changed by clicking on "+" to increase, "-" to decrease the ordered amount, and the product can be removed altogether by clicking on the "Trash bin" button. In order to continue the process of finalising the order, one has to choose whether to proceed as a customer (by logging in) or as a guest (without logging in). The required information must be entered in the customer data page, and a method of transport must be chosen. Depending on the chosen method of transport, the cost of transport and the subtotal will be displayed to the Buyer. The next step requires examining and agreeing to the General Terms and Conditions and Terms and Conditions for Ordering from the E-Shop, and choosing the method of payment. Our E-Shop enables payment via the bank links of COOP, Swedbank, SEB, LHV and Luminor Bank.
- 3.3. The Customer has to fill in the correct information in the fields on Customer information and order confirmation pages, because the quick and smooth delivery of the products purchased by the Customer depends on the accuracy and correctness of this information. The Seller shall not be liable for the non-performance of an order resulting from incorrect information submitted by the Customer, or the consequences thereof.
- 3.4. The contract of sale for the products shall be considered as having been entered into (time of entry into force) as of the receipt of the amount payable, pursuant to the order confirmation, on the Seller's bank account. The Seller will consider the order cancelled if the purchase amount has not been received on the Seller's bank account within 5 days.
- 3.5. After the order has been submitted, an e-mail with the order confirmation will be sent to the Customer's e-mail address.
- 3.6. There are three opportunities for receiving the ordered goods: 1) the Customer comes to

pick up the goods themselves – goods can be received from the Seller’s warehouse located at Vana-Narva mnt 29, Maardu, 74114, on the date communicated to the Customer. The warehouse is open Mon-Fri from 8:00–16:45; 2) by courier – a courier will bring the goods to the address entered in the order by the Customer; or 3) transport abroad – the Seller will find the most advantageous offer for transport to the address provided by the Customer, and the cost will be added to the prepayment invoice.

- 3.7. After having chosen the desired goods, the Customer can choose the delivery and payment method suitable to them.

4. Prices

- 4.1. All products sold by the Seller in the E-Shop include 20% value added tax. The cost of the courier service for delivery of the goods to the Customer shall be added to the price of the products, except when the Customer comes to pick up the goods themselves.

5. Payment method

- 5.1. For making a payment, choose the desired payment method on the order finalisation page.
- 5.2. You can pay for the products using the following:
 - 1) through the internet bank: through the Swedbank AS, Coop Pank AS, LHV Pank AS, SEB Pank AS and Luminor Bank AS bank links. Once you have made the payment in your Internet Bank, make sure to click the “Return to Merchant” button;
- 5.3. The cost of delivery of the goods depends on the method of delivery, the purchase amount and the Customer’s location. If “Self-Pickup” has been chosen as the method of delivery, then no delivery fee will be added to the purchase amount.
- 5.4. Until a payment has been made, the Customer may cancel the order at any stage of ordering by terminating the ordering process and leaving the ordering page. An order that has not been finalised will not be processed.

6. Delivery and Transfer of Products

- 6.1. After the entry into force of the Contract pursuant to clause 3.4 of the Terms and Conditions, the products will be delivered to the Customer at the time previously agreed on via the contact phone provided by the Customer while finalising the order.
- 6.2. Orders made in the E-Shop will be processed Monday to Friday from 9:00 to 16:45. If an order is submitted on Friday after 14:00, the order will be completed on the following Monday.
- 6.3. If the ordered goods are in stock at the Seller’s warehouse, they will be released to the Customer or the courier service provider within 1–5 working days. Deliveries within the Republic of Estonia generally reach the Customer’s designated destination within 2–5 working days as of the entry into force of the contract of sale. The specific date of fulfilment of the order depends on the ordered products.

- 6.4. If the goods are not in stock in the Seller's warehouse, the delivery period may be 2–16 weeks, depending on the product. The Customer will be notified of the specific time of delivery by phone or e-mail within 3 working days, at the latest, as of submitting the order.
- 6.5. If the product ordered by the Customer is not immediately in stock and it has to be specially ordered from a supplier and it is apparent that delivering the product within the delivery period specified in the product description is not possible, and in other cases where the timely delivery of products is not possible due to circumstances for which the Seller is not responsible, the Seller shall notify the Customer thereof via the contact telephone or e-mail provided during the formalisation of the order, within 3 working days as of the entry into force of the contract, pursuant to clause 3.4 of the Terms and Conditions. The Seller will also notify the Customer of the delivery deadline of the ordered product. In case the Customer loses interest in purchasing the product due to the extended delivery period, the Customer shall have the right to cancel their order and the amount paid by the Customer (together with the cost of transport) shall be refunded within 14 calendar days, at the latest, as of receiving the notice.
- 6.6. If the ordered goods are unable to be delivered or cannot be delivered on time due to the goods running out or another reason, the Customer will be notified thereof at the first opportunity and the paid money (including the cost of delivery of the goods) shall be refunded without delay, but no later than within fourteen (14) calendar days, at the latest, as of receiving the notice.
- 6.7. If there are goods in the order that are currently out of stock, then the order submitted by the Customer will be completed once all products are back in stock.
- 6.8. Once all products ordered by the Customer have been handed over to the courier, the courier will contact the Customer beforehand to specify the time of delivery of the products.
- 6.9. The courier will deliver the products to the address specified by the Customer during finalising their order. Costs related to the subsequent changes to the delivery address shall be borne by the Customer.
- 6.10. The Customer is obligated to monitor that the contact details provided by them during the ordering process are correct. The Seller and the courier shall not be liable for any delay in delivery or misunderstandings if the delay or misunderstanding was caused by the inaccuracy in information provided by the Customer in the ordering process, or other circumstances caused by the Customer which the Seller was unable to affect and foresee.
- 6.11. The products will be handed over by the courier to the Customer together with a delivery note. Before signing the delivery note, we strongly recommend that the Customer inspect the product packaging and upon the occurrence of any external damage, to specify the respective comment on the courier's delivery note. We ask the Customer to report any product with damaged packaging to the e-mail address epood@ucrent.ee. Any product, the packaging of which was damaged by the courier, shall be replaced.
- 6.12. In case the delivery destination of the purchased goods is outside the Republic of Estonia, the Seller shall separately specify the delivery destination, delivery period and cost of every item of goods. The specific conditions of delivery of goods outside the Republic of Estonia

depend on the terms and conditions and practices of the international transport undertaking.

7. Withdrawal from the Contract

- 7.1. The Customer shall have the right after paying for the products, but before their delivery, to cancel their order by sending the corresponding notice together with their order number and their bank account number to the ucrent.ee E-Shop e-mail address epood@ucrent.ee.
- 7.2. After receiving the products, the Customer shall have 14 days to examine the products. The Customer shall have the right to examine the products ordered from the E-Shop in a manner that enables them to inspect the product's nature, characteristics and functioning. In order to confirm the nature, characteristics and functioning of the product, the product may be examined and used (tried out) only in a way that is equivalent to examining the product in a shop. The Customer shall be liable for the diminished value of the product resulting from the use of the product in a manner other than what is necessary to confirm the nature, characteristics and functioning of the product.
- 7.3. If the purchased goods are not suitable for the Customer for any reason, the Customer shall have the right to return the product or exchange the product for another within 14 days, by sending the corresponding notice to the Seller.
The wish to return the product can be declared by using the corresponding form that is available on the website https://www.riigiteataja.ee/aktilisa/1030/1201/4001/JM_m41_lisa1.pdf. The Customer is not required to explain or disclose the reasons for withdrawing from the contract. The product can be returned to the address Vana-Narva mnt 29, Maardu 74114, on working days Mon-Fri, from 8:00–16:45. The right of withdrawal shall not be applicable if the Customer is a legal person.
- 7.4. Upon the return of products with signs of use, the Seller shall have the right, in the case that the product's value has decreased, to seek compensation for the decrease in value.
- 7.5. The returned product must be unused, with original labels and tags. Removal of labels and tags without damaging the product does not eliminate the right of return of the product, but the Customer is required to attach these to the returned products. For set-off, the Seller shall send the Customer the set-off application to the e-mail address specified by the Customer when finalising their order. In case the Customer does not agree to the decrease in value provided in the set-off notification, they shall have the right to involve an independent expert for determining the decrease in the value of the product.
- 7.6. The Seller shall pay the cost of expert analysis only when the fault is their own. In the event that the expert analysis determines that the product defect has occurred as a result of the Customer's incorrect use, the cost of expert analysis shall be paid by the Customer.
- 7.7. The purchased goods cannot be returned if the ordered product has been manufactured to meet a specific order and considering the Customer's personal requirements, or pursuant to conditions provided by the Customer.
- 7.8. The product to be returned must be complete (include the product packaging and all objects

that were included in the product packaging). If the product has been purchased in the course of a campaign where any other product has been attached to the goods, then you are required to return the whole set (i.e. all products).

8. The Right to File a Complaint

- 8.1. In the case of a contract that has been entered into with a legal person, the Seller shall be liable for the nonconformities and defects of their products that become apparent within 1 year as of the products' delivery to the Customer. The Seller shall be liable for the nonconformities and defects of the goods if the nonconformity existed during the moment of transfer of the goods to the Customer.
- 8.2. In the case of a consumer sale contract, the Seller shall be liable for the nonconformities and defects of their products that become apparent within 2 years as of the products' delivery to the Customer. In the case of consumer sale, it shall be presumed that a nonconformity to the contract terms, which became apparent within six months of the transfer of the goods to the Customer, already existed during the transfer of the goods to the Customer, unless this presumption is in conflict with the nature of the item or the deficiency. It shall be the Seller's liability to rebut this presumption. Once six months have passed, it shall be presumed that the product conformed to the contract terms during the moment of transfer, and it shall be the Customer's liability to rebut this presumption.
- 8.3. Upon the emergence of deficiencies of the goods, use of the goods must immediately be discontinued, and the Seller must be notified of the deficiencies without delay.
- 8.4. The Seller shall not be liable for any deficiencies in the product which have occurred due to incorrect or abnormal installation, use and/or maintenance. The Seller shall not be liable for deficiencies of the product which occurred due to wear and tear.
- 8.5. In the event of a product that fails to conform to the contract or is defective, the Customer shall have the right to require performance of the obligation from the Seller, withdraw from the contract, or cancel the contract and demand compensation for damage, reduction of price, or penalty for late payment in the case of a delay in the performance of a monetary obligation. In case the Customer is entitled to claim a penalty for late payment, the Customer may claim compensation for collection costs from the Seller in the amount of EUR 40.
- 8.6. In the case of a defect in or the nonconformity of the product to the requirements, the Customer shall have the right to require the repair or replacement of the product with a product that is in conformity and without deficiencies, or return the product at the cost of the Seller. The Customer shall have the right to demand a reduction in the purchase price of the product, or withdraw from the contract, if:
 - the product cannot be repaired or replaced, or
 - repair or replacement of the product fails, or
 - the Seller has not remedied the deficiency of the product within a reasonable period of

time, or

- unreasonable inconvenience is caused to the Customer.
- 8.7. The Customer shall have the right to file a complaint within a reasonable period of time after they became or should have become aware of the lack of conformity to the contract terms. In the event of consumer sale, the consumer shall notify the Seller of any lack of conformity of a thing within two months after becoming aware of the lack of conformity.
- 8.8. The Customer may file a complaint with the Seller pursuant to the procedure specified in the Law of Obligations Act, (contact details can be found at the website www.ucrent.ee) by post at the address Vana-Narva mnt 29, Maardu 74114, by e-mail at epood@ucrent.ee.
- 8.9. In the complaint, the Customer must include their name and contact details, date of filing the complaint, name and purchase information of the product, the defect of the product, and the desired solution. With the complaint, the product itself and the document certifying the purchase (receipt, invoice, order confirmation, etc.) must also be provided to the Seller.
- 8.10. The Seller shall review the complaint within 15 days, and shall notify the Customer of the results. If necessary, the Seller will extend the review deadline of the complaint.
- 8.11. The Seller shall bear the costs related to the repair or replacement of the product within the first six months from delivering the product to the Customer, in particular, transport, postage, work, travel and material costs. In the following 1.4 years, the costs shall be borne by the Seller only if the complaint was justified and it is proven that the product failed to conform to the requirements at the moment of delivery. The Seller shall not compensate the Customer for the costs incurred in the case of nonconformity or deficiencies of the product, and shall not be liable for these, if:
- the value of the product has decreased / the product has been damaged at the fault of the Customer;
 - deficiencies have arisen as a result of abnormal use, including not following the maintenance instructions;
 - the value of the product has decreased as a result of natural wear and tear;
 - there is no copy of a document confirming proof of purchase.
- 8.12. If the product purchased from the E-Shop exhibits deficiencies for which the Seller is liable, the Seller shall repair or replace the product with the deficiency. If the product cannot be repaired or replaced, the Seller's private limited company shall refund to the Customer all fees incurred with the contract of sale, and the value of the product, to the bank account provided by the Customer. The Seller shall have the right to delay in refunding the amounts paid until the Customer has returned the product in their possession or submitted proof certifying the transfer of the product to the post office to be returned.
- 8.13. The Seller shall not be liable for any deficiencies that have occurred after the product has been delivered to the Customer.
- 8.14. Upon the return of a nonconforming product, the amount paid for the product (including the

cost of transport) shall be refunded to the bank account provided by the Customer within 14 days, at the latest, as of receiving the notification of withdrawal from the order and wishing to return the product. Refunds shall be performed using the same method of payment that the Customer used to make the payment, unless otherwise agreed on by the Parties.

9. Processing of Personal Data

- 9.1. The Customer's personal data is processed by the Seller. The Customer shall provide their explicit and informed consent to the Seller for processing their personal data specified in their order, complaint or other address. Personal data is collected and processed for the following purposes: concluding the contract, settlements, delivering products.
- 9.2. The personal data entered by the Customer in the course of placing an order, which became known to the Seller, is entered into the Customer Register, and used for providing the service of sale and offering goods to the user of the service. The personal data to be registered include Customer data (first name and surname, e-mail address, phone number) and agreeing to the E-Shop user agreement. The personal data provided by the Customer shall not be disclosed to third parties, except in the event that the Customer's chosen method of delivery requires it pursuant to the Terms and Conditions, and in cases where the right or obligation of disclosure arises from legislation.
- 9.3. The Customer's consent given to the Seller to process their personal data is voluntary; however, without this consent, the Customer will be unable to make any purchases in the E-Shop.
- 9.4. The personal data controller is UC Rent (registry code 11373684, address Vana-Narva mnt 29, 74114 Maardu), e-mail: epood@ucrent.ee
- 9.5. Which personal data and how it is being processed on the website
- 9.6. Products and services
- 9.7. Products and services are offered via the website www.shop.ucrent.ee, in the context of which, personal data is also processed. The processing of such personal data takes place pursuant to data protection conditions, which will be disclosed to you in the Terms and Conditions of the specific service or product.
- 9.8. Which cookies and how they will be used on the website
- 9.9. What cookies are used by the website and for what purposes
- 9.10. Some cookies are the type that are required for the normal technical operation of the website. These cookies will be saved to your device automatically once you open the website. Other cookies are the type that are not absolutely necessary for the operation of the website, but they allow for the performance of other functions. Cookies are usually valid for a short period of time (a day, week or month), and in some cases, also for a longer period.

10. Resolution of Disputes

- 10.1. The resolution of disputes shall be guided by the legislation in force in the Republic of Estonia.
- 10.2. Disputes between the Customer and the Seller shall be resolved by way of negotiations. In case the Seller has refused to satisfy the complaint of the Customer, or if the Customer does not agree with the offered solution and considers their rights violated or interests harmed, the Customer may file a complaint with the Consumer Disputes Committee (address Endla 10A, 10142 Tallinn, e-mail: avalduus@komisjon.ee or electronically at <https://komisjon.ee/et>) or with the Court.
- 10.3. In addition to the aforementioned, the Customer shall have the right to use the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/odr> for the resolution of a dispute that arose in relation to a product or service purchased from the E-Shop. The Online Dispute Resolution platform is primarily intended for the resolution of cross-border disputes, allowing the Customer to more easily locate the suitable extrajudicial entity in the trader's Member State for the resolution of the specific dispute.

11. Other Terms and Conditions

- 11.1. The photos displayed in the E-Shop are illustrative; goods may in fact differ from what is displayed in the photos. The colour shade of the product may be different from reality due to display settings. The copyright of the photos, texts and other materials in the Seller's E-Shop belongs to the Seller or their cooperation partners. Use of the photos, texts or other copyrighted works in the Seller's E-Shop for commercial purposes is prohibited.