

NJORD Estonia: Sales in E-Store Require Extra Attention

When signing contracts with consumers, one must be careful and attentive to ensure that the consumer receives all the necessary information, which helps avoid disagreements.

In a situation where more and more purchases are made by means of communication (including e.g. in e-shops), it is important, that the information provided is correct, appropriate, and accessible. In doing so, special attention must be paid to the following:

The customer must know the clear terms of purchase. The customer must also be able to read the signed contract later.

- **The item delivered to the customer must comply with the terms of the contract**, primarily corresponding to the quantity, quality, type, description, and packaging. The item does not comply with the terms of the contract if it is not of the quality normally associated with this type of thing, which the buyer would have reasonably expected, based on the nature of the thing and public statements made by the seller, manufacturer, former seller or other intermediaries, particularly in advertising or on labels. Therefore, great attention must be paid to how the sales item is advertised. For example, if the smartwatch has an added picture of a black watch and there are no more details about the color, but the buyer receives a white watch instead, then the actual product does not match the description.
- **In respect of distance contracts, the consumer has the right to withdraw from the contract within 14 days.** This right always applies to the consumer in the case of distance contracts, it stems from the law. The consumer may withdraw during this period and does not have to state the reason.
- **In the event of deterioration of the item to be returned, the consumer is liable for the decrease in value due to the use of the item only if he has used the item in another way than is necessary to ascertain the nature, characteristics, and functioning of the item.** The trader has the right to reduce the refund amount only to a reasonable extent, to restore the product to its original condition.
- **Due to *force majeure*, the customer cannot be refunded.** The effect of *force majeure* does not, as a rule, extend to the performance of financial obligations. This could only be upheld if the transfer of money is objectively impeded - for example, transmission system failures, etc. Therefore, the effect of *force majeure* emerged from a reversal relationship, cannot rely on the result from the withdrawal from the contract and the refund cannot be refused.



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