

**APPROVED**

By the General Director on 15.12.2017

Order No. 1-1/057

## **INSTRUCTIONS FOR TRADERS ENGAGED IN E-COMMERCE**

### **1 Competence**

- 1.1 According to subsection 61 (1) of the Consumer Protection Act, state supervision over the safeguarding of the rights granted to consumers on the basis of this Act and other legislation shall be exercised by the Consumer Protection Board.
- 1.2 According to clause 13 1) of the Statutes of the Consumer Protection Board, the main function of the Board is to carry out national supervision over compliance with the requirements arising from legislation regulating the field of consumer protection, and implement national coercion, if required.
- 1.3 Pursuant to clause 14 10) of the Statutes of the Consumer Protection Board, the Board, within its competence, has the right to issue advisory guidelines for complying with the legislation of the consumer protection field.
- 1.4 Accordingly, the Consumer Protection Board is competent to issue these instructions on e-commerce.

### **2 Objective, content and scope of instructions**

- 2.1 These instructions for traders engaged in e-commerce has been prepared by the Consumer Protection Board in order to ensure trading in compliance with good commercial practices and legislation through the internet.
- 2.2 *E-commerce* is a type of trading in which the trader offers goods or services in an electronic environment, and contracts between the provider and the customer shall be entered into electronically and without physically being in the same place (the contract has been entered into by means of telecommunications).
- 2.3 Based on subsection 53 (2) of the Law of Obligations Act, the provisions established for the e-shop contracts shall not apply to contracts which are entered into:
  - for provision of social services;
  - for provision of health services;
  - for participation in gambling;
  - for provision of transport services for passengers;

- for transfer or encumbering of an immovable with real rights or disposal of real rights relating to an immovable;
- for construction of new buildings or substantial conversion of buildings;
- for lease of dwellings;
- by means of notarial authentication;
- with regard to foodstuffs, beverages or other goods intended for everyday consumption which are delivered during frequent and regular tours of a trader to the residence, seat or workplace of the consumer;
- by means of automatic vending machines or automated commercial premises;
- with a provider of electronic communications services by means of a public telephone for the use thereof or for the use of one single connection by telephone, Internet or fax established by a consumer.

### 3 Legal basis

#### 3.1 The preparation of the instructions has been based on the following materials:

- Law of Obligations Act<sup>1</sup>
- Consumer Protection Act<sup>2</sup>
- Trading Act<sup>3</sup>
- Information Society Services Act<sup>4</sup>
- Waste Act<sup>5</sup>
- Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes [---]<sup>6</sup>
- Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights [---] (Consumer Rights Directive)<sup>7</sup>
- Guidance on Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights [---] (Consumer Rights Directive Guidance)<sup>8</sup>
- Law of Obligations Act I Commented Edition<sup>9</sup>

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<sup>1</sup> Law of Obligations Act, RT I, 01.07.2017, 20. Available at: <https://www.riigiteataja.ee/akt/117112017040?leiaKehtiv>

<sup>2</sup> Consumer Protection Act RT I, 21.06.2017, 7. Available at: <https://www.riigiteataja.ee/akt/121062017007?leiaKehtiv>

<sup>3</sup> Trading Act, RT I, 12.07.2014, 59. Available at: <https://www.riigiteataja.ee/akt/112072014059?leiaKehtiv>

<sup>4</sup> Information Society Services Act, RT I, 12.07.2014, 48. Available at: <https://www.riigiteataja.ee/akt/112072014048?leiaKehtiv>

<sup>5</sup> Waste Act, RT I, 01.07.2017, 8. Available at: <https://www.riigiteataja.ee/akt/101072017008?leiaKehtiv>

<sup>6</sup> Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes [---] Available at: <http://eur-lex.europa.eu/legal-content/ET/TXT/?uri=CELEX%3A32013R0524>

<sup>7</sup> Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights [---] Available at: <http://eur-lex.europa.eu/legal-content/ET/ALL/?uri=celex%3A32011L0083>

<sup>8</sup> Guidance on Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights [---]. Available at: [http://ec.europa.eu/justice/consumer-marketing/files/crd\\_guidance\\_et.pdf](http://ec.europa.eu/justice/consumer-marketing/files/crd_guidance_et.pdf)

<sup>9</sup> Varul, P. et al. Võlaõigusseadus I kommenteeritud väljaanne. Tallinn 2016.

## INSTRUCTIONS FOR TRADERS ENGAGED IN E-COMMERCE

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## **1 Definition of distance contract**

- 1.1** A distance contract shall be entered into between the consumer and the trader in e-commerce according to section 52 of the Law of Obligations Act.
- 1.2** A contract is deemed to be a distance contract if it has been entered into **between the consumer and the trader** and the following **three conditions have been met:**
- 1)** the contract is entered into under a marketing or service-provision scheme used for the entry into of such contracts, i.e. entering into distance contracts is not random but a regular method for entering into contracts (this does not require the establishment of an online environment or a telephone marketing system, as it is sufficient to enter into a contract by email);
  - 2)** the trader and the consumer are not present simultaneously at the same time;
  - 3)** contracting parties' declarations of intention for entry into the contract, including consumer's declaration of intention to assume the contractual obligations (order), shall be sent exclusively by means of distance communication. Any method which enables the consumer and the trader to organise the exchange of information necessary for negotiations and entry into a contract, in particular the use of: the internet, telephone, written orders, email, fax, radio, television, catalogue.
- 1.3** Distance contracts shall be subject to the provisions of section 52 of the Law of Obligations Act.
- 1.4** If the given medium is a computer, the contract shall be subject to the provisions of the contracts entered into by means of the computer network in addition to the provisions of the contracts entered into by means of a medium (section 62<sup>1</sup> and others of the Law of Obligations Act).

## **2 Precontractual information**

- 2.1** The main precontractual information that a trader is obligated to provide consumers with arises from section 54 of the Law of Obligations Act (section 54<sup>1</sup> of the Law of Obligations Act in case of a financial service contract). A consumer should be notified about precontractual information before entering into a contract (i.e. making a purchase or confirming an order). Precontractual information is important as it provides the consumer with all the information they need to make informed purchasing decisions. The provision of incomplete information to the consumer may entail the implementation of various legal remedies by the consumers. The information and terms of sale should be placed in the e-shop in such a manner that these are easily visible and presented in a clear and comprehensible manner. Information provided to a consumer shall be in Estonian unless the consumer has agreed to provision of information in another language.
- 2.2** **Before entering into a contract, the trader should inform the consumer about the following:**
- **correct details** about the trader, which enable the consumer to actually contact the trader. At least the following should be submitted: business name (or name), registry code, the seat of the service provider and other contact details thereof, including email address (clause 4 (1) 11) of the Trading Act; clause 4 (1) 1) of the Information Society Services Act; clauses 54 (1) 1) and 2) of the Law of Obligations Act). If the address for submitting complaints is different from the

one submitted before, it should also be added (clause 54 (1) 3) of the Law of Obligations Act). The more the trader has published its details on its website, the more reliable it seems to the consumer;

- **the main characteristics of the object of contract** (clause 54 (1) 4) of the Law of Obligations Act). The item to be sold should be **described as precisely as possible** and it is required to submit whole information that is important when choosing the item. It should be taken into account that the information provided by the trader is the only information based on which the consumer makes the purchase decision. If the consumer makes a wrong choice due to insufficient information, this shall be considered as a breach of the sales contract within the meaning of section 217 of the Law of Obligations Act, and the consumer shall have the right to withdraw from the contract without any additional expenses and claim that the trader compensates for damages (for example, the compensation of delivery expenses). The adequacy of the description of the main characteristics of the item is determined in the analysis of each individual case;
- in case of **digital content**, the method of use thereof, the technical protective measures applied to it and compatibility thereof with any hardware and software of which the trader is aware or should be aware (clause 54 (1) 5) of the Law of Obligations Act). Digital content includes data produced and transferred in a digital form, such as music files, movies, e-books, computer programs, applications, etc. For example, the trader should provide information that a DVD can only be used in a particular region, that the computer program is compatible with a specific hardware or software or that it only operates on a specific operating system or requires a faster processor than a regular one;
- the **total price** of the object of contract **inclusive of taxes**, and all additional **freight, postal, delivery** or any other expenses if these are covered by the consumer (clause 54 (1) 6) of the Law of Obligations Act). Upon offering the goods to the consumer, the trader shall disclose the sales price and the unit price of the goods. “Sales price” means the final price to be paid for a unit of goods or a quantity of goods. “Unit price”, however, means the final price for one kilogram, one litre, one metre, one square metre or one cubic metre of goods. If the goods are not measured in the units specified above, the price for a single unit of the goods may also be considered as the unit price. The unit price does not have to be displayed on the goods if the unit price is similar to the sales price (for example, selling a shampoo that is bottled in a 1-litre packaging). Therefore, the unit price should be displayed while selling, for example, toothpaste in a 250 ml packaging. In case of an indefinite or long-term contract, the subject matter of which includes ongoing or recurring orders, the total price includes the total expenses of the order for the period indicated in the invoice (for example, monthly fee, price €/week). More specific requirements have been established in the Consumer Protection Act and the Regulation for the publication of prices for goods and services<sup>10</sup>. See also “The instructions of the Consumer Protection Board on publishing the sales and unit price and informing about selling at a discounted price”<sup>11</sup>. The postal fee should be shown in the basket, at the latest, if the amount of

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<sup>10</sup> Regulation No. 14 of the Minister of Economic Affairs and Infrastructure of 9 February 2016. Available at: <https://www.riigiteataja.ee/akt/111022016017>

<sup>11</sup> The instructions of the Consumer Protection Board on publishing the sales and unit price and informing about selling at a discounted price. Available at: [https://www.tarbijakaitseamet.ee/sites/default/files/failid/dokumendid/juhend\\_muugi-ja\\_uhikuhinna\\_avaldamise\\_ning\\_soodustingimustel\\_muugist\\_teavitamise\\_kohta.pdf](https://www.tarbijakaitseamet.ee/sites/default/files/failid/dokumendid/juhend_muugi-ja_uhikuhinna_avaldamise_ning_soodustingimustel_muugist_teavitamise_kohta.pdf)

fee depends on the size of the order. Otherwise, the prices should be displayed at an earlier stage;

- **the charge for use of the means of distance communication used for entry into the contract**, except in case such charge corresponds to the normal charge for the use of such means of distance communication (clause 54 (1) 7) of the Law of Obligations Act). For example, if the service is provided by means of a special tariff telephone. The trader is not allowed to establish a special tariff to a telephone through which the consumer can contact with the trader with regard to the contract that has been entered into (subsection 281 (3) of the Law of Obligations Act);
- **the conditions of the security**, when a consumer has to pay a sum of money as security or provide other financial security, and the fact that this has to be done at the request of the trader (clause 54 (1) 8) of the Law of Obligations Act). Financial guarantees are common in the case of commercial lease contracts, for example, in the event of renting a car, where a valuable item is given in the possession of the consumer. Upon providing information concerning the conditions of security, in particular, it should be clarified whether the corresponding amount will be reserved or debited from the consumer's bank account, and when and under what conditions it will be released or returned to the customers;
- the arrangements for **payment, delivery and execution of an order** and the **time** by which the goods are delivered, the service is provided or other acts are performed (time for the payment of an invoice, delivery period, contractual period in case of services) (clause 54 (1) 9) of the Law of Obligations Act). If the contractual parties have agreed on the delivery time, then according to subsection 209 (6) of the Law of Obligations Act, the obligation should be immediately carried out, but no later than 30 days after entering into the contract, or the order;
- the **minimum duration of the consumer's obligations** under the contract, if it exists (clause 54 (1) 10) of the Law of Obligations Act). For example, mobile communications contracts, where the consumer is obligated to be related to the corresponding plan for two years, and the exchange of the plan during this time would entail significant additional expenses;
- **in case of long-term contracts, the duration of the contract**, or if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract (clause 54 (1) 11) of the Law of Obligations Act). For example, how much time one should be given in advance to terminate the contract;
- **where a right of withdrawal exists, the conditions, time limit and procedures** for exercising that right in accordance with subsection 56 (2<sup>2</sup>) of this Act (clause 54 (1) 12) of the Law of Obligations Act); meaning that the consumer may withdraw from the contract by using the standard form of withdrawal from a contract or by submitting any other unambiguous application. According to clause 54 (1) 13) of the Law of Obligations Act, the trader shall send a **standard form**<sup>12</sup> of application for withdrawal to the consumer (Regulation No. 41 of the

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<sup>12</sup> The standard form of application for withdrawal is available at: [https://www.riigiteataja.ee/aktilisa/1030/1201/4001/JM\\_m41\\_lisa1.pdf#](https://www.riigiteataja.ee/aktilisa/1030/1201/4001/JM_m41_lisa1.pdf#)

Minister of Justice of 17 December 2013<sup>13</sup>). It is important to know that the consumer may withdraw from a contract within 12 months if the trader fails to inform the consumer about the right of withdrawal from a contract before entering into a contract (subsection 56 (16) of the Law of Obligations Act). The condition for exercising the right of withdrawal is, for example, the existence of a cheque. There are also other conditions that are required to protect that the goods would not diminish their value, for example, careful opening of the packaging; the consumer should handle the goods only in a manner it is allowed to do in a shop. It should be remembered that if the consumer has used the goods more than it is required to verify the features of the goods, this does not exclude the consumer's right of withdrawal within 14 days (see more in detail clause 6.3);

- the fact that if **the consumer withdraws from the contract, the consumer shall bear the expenses of returning** the goods that constituted the object of the contract, and in the situation where the goods constituting the object of contract by their nature cannot be returned by normal post, the expenses of removing the object, if the consumer has to bear these expenses (clause 54 (1) 14) of the Law of Obligations Act). If the trader fails to inform the consumer about the obligation to cover the expenses of returning the goods, the consumer shall not have such an obligation according to the second sentence of subsection 56<sup>2</sup> (3) of the Law of Obligations Act;
- the fact that if the consumer wants to commence the provision of service, the performance of any other lasting thing or the initiation of the sales of water, gas, electricity or heat through the connection network within the period of withdrawal established in section 56 of the Law of Obligations Act, the consumer shall be obligated to compensate the trader for reasonable expenses in case of withdrawal from the contract (clause 54 (1) 16); subsection 55 (3); subsection 56<sup>2</sup> (5) of the Law of Obligations Act);
- where **the right of withdrawal is not prescribed** according to subsection 53 (4) of the Law of Obligations Act, and the information that **the consumer may lose the right of withdrawal accompanied by information** about the circumstances under which the right of withdrawal will be lost (clause 54 (1) 16) of the Law of Obligations Act) (see more in detail clause 6.5);
- upon offer of the maintenance service of the object of contract or customer service after the performance of the contract, the existence and the terms and conditions thereof (clause 54 (1) 17) of the Law of Obligations Act);
- a **reminder** that the consumer can rely, upon non-compliance of the object of contract with the terms and conditions of the contract, on the **legal remedies provided by law** (clause 54 (1) 18) of the Law of Obligations Act). To comply with the requirement, the trader shall at least list various legal remedies provided in section 101 of the Law of Obligations Act. The consumers should also be provided with information about the right, time, and procedure for submitting a complaint according to section 218 of the Law of Obligations Act;
- **upon grant of additional warranty** in addition to the legal remedies provided by law, the existence and terms and conditions thereof (clause 54 (1) 19) of the Law of Obligations Act).

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<sup>13</sup> Establishment of a standard application for withdrawal from the contract entered into by means of a medium and outside of business rooms and sample instructions for withdrawal therefrom. Available at: <https://www.riigiteataja.ee/akt/103012014001>

An additional warranty is a warranty against defects within the meaning of section 230 of the Law of Obligations Act;

- the **existence of a code of conduct** observed by the trader, if the activities of the trader are based on it, and information on how to obtain a copy thereof (clause 54 (1) 20) of the Law of Obligations Act). A code of conduct is an agreement or a set of rules that defines the behaviour of those traders who undertake to comply with this code of conduct in relation to one or several specific commercial practices or fields of business;
- the **procedure for handling complaints** implemented by the trader, if it exists (clause 54 (1) 21) of the Law of Obligations Act). For example, information can be provided on the contact details and office hours of a staff member engaged in complaints, or a specific email address to which it would be the most reasonable to submit one's complaints, etc.;
- the information on the possibilities of the consumer to have recourse to a **body settling extra-judicial complaints and disputes and the terms and conditions of recourse** (clause 54 (1) 22) of the Law of Obligations Act). In Estonia, such a body that settles complaints is the **Consumer Disputes Committee** functioning at the Consumer Protection Board. For example, under the terms of inquiry, it can be explained that the committee is competent to settle disputes arising from contracts between the consumers and the traders if the parties have not been able to settle the disputes by agreement. It can also be added that the hearing of a complaint by the committee shall be free of charge for the parties. Here, it is appropriate to include the body's website, contact details and information on how to access the procedural rules of the dispute settlement unit (<http://www.komisjon.ee>).

**2.3 Any information provided as precontractual information shall become part of the contract. The provision of precontractual information shall be certified by the trader (subsections 54 (10) and (11) of the Law of Obligations Act). For certification, the trader has the option to let the consumer tick the check box before confirming an order that the consumer has read the terms of sale. This sentence should also include a link to the sales conditions.**

**2.4 Any agreements derogating from the law to the detriment of the consumer shall be declared null and void (section 62 of the Law of Obligations Act).**

**2.5 Among other things, the trader should comply with good commercial practices and refrain from using unfair trading practices (section 14–18 of the Consumer Protection Act).**

### **3 Contract entered into through computer network**

**3.1 If a contract is entered into through a computer network (for example, the e-shop system), the trader shall have the following obligations in addition to those mentioned before (sections 62<sup>1</sup>–62<sup>3</sup> of the Law of Obligations Act):**

- it is required **to describe the purchase process**, or how to purchase an item, to the consumer as clearly as possible (technical stages involved in entering into a contract – clause 62<sup>1</sup> (2) 1) of the Law of Obligations Act). This means that the consumer has been informed, for example, which link to use to start a purchase, what he or she should click, choose or enter;
- if ordering requires that the consumer clicks on a button or a similar function, a button or a similar function should be clearly legible only with the words “Order with a payment obligation” or some other similar unambiguous wording, **indicating that the placing of an order entails the obligation to pay for the order**. If the trader fails to comply with the said requirement, the consumer shall not be connected to the contract or the order (subsection 62<sup>2</sup> (3) of the Law of Obligations Act). The opinions “Confirm order” or “Order now” are not suitable. It is also insufficient to display a sentence “I will order the service free of charge for two weeks” if the conditions indicate that after two weeks, the contract is automatically extended and becomes payable. Otherwise, the consumers may have the impression that they can order the product but he or she does not have to pay for it;
- the trader shall immediately confirm the receipt of the order electronically (subsection 62<sup>1</sup> (3) of the Law of Obligations Act). For example, send an email to the consumer’s email address indicated in the order to confirm that the order has been received;
- traders who enter into contracts with consumers through electronic means and information society service providers who enable the entering into contracts between a consumer and a trader through a computer network shall inform consumers of an online dispute resolution platform in accordance with Regulation (EU) No. 524/2013 of the European Parliament and of the Council on online dispute resolution for consumer disputes [---] (subsection 26 (5) of the Consumer Protection Act). In order to inform the consumers, the traders who allow the consumers and the traders to enter into contracts on an online trading website shall provide a link to the online dispute resolution platform on the website (ODR platform – <https://ec.europa.eu/consumers/odr>). The online dispute resolution platform is meant primarily for the **resolution of cross-border disputes**, thereby enabling the consumers to find a suitable dispute resolution unit for the resolution of a specific dispute in a Member State.

#### **4 Entering into a contract**

- 4.1** According to subsection 55 (1) of the Law of Obligations Act, the trader shall provide the consumer with the confirmation of the contract entered into, on a durable medium within a reasonable time after the entry into the contract but not later than at the time of delivery of the goods or before the provision of the service or performance begins.
- 4.2** This confirmation includes precontractual information listed in subsection 54 (1) of the Law of Obligations Act if the trader has not submitted this information to the consumer on a **durable medium** already before entering into a contract. The website of the trader cannot be considered as a durable medium, meaning that the conditions cannot be provided to the consumer by means of a link to the website of the trader. It is recommended to add the conditions in the form of a full text or a file as part of the order confirmation to be sent to the consumer, or add a downloadable file (PDF) to the website under the section of sales conditions for the consumer.

- 4.3 The following judgment of the European Court of Justice has been made on the interpretation of the concept of a “durable medium”:

*Judgment of the European Court of Justice C-49/11, paragraph 51: “Having regard to all of the foregoing considerations, the answer to the question referred is that Article 5(1) of Directive 97/7<sup>14</sup> must be interpreted as meaning that a business practice consisting of making the information referred to in that provision accessible to the consumer only via a hyperlink on a website of the undertaking concerned does not meet the requirements of that provision, since that information is neither ‘given’ by that undertaking nor ‘received’ by the consumer, within the meaning of that provision, and a website such as that at issue in the main proceedings cannot be regarded as a ‘durable medium’ within the meaning of Article 5(1).”*

## 5 Performance of contract

- 5.1 The supplier should carry out the order **no later than within 30 days**, unless otherwise agreed in the contract (subsection 209 (6) of the Law of Obligations Act). If the consumer has not received the goods within the established period of delivery, the consumer may give an additional term to the trader for the delivery of the goods, but the consumer is not obligated to do so. Therefore, upon any delay in receipt of the goods, the consumer shall have the right to withdraw from the contract and, inter alia, the consumer shall have the right to delay the payment and demand compensation for damages.
- 5.2 There may be situations where, due to a technical failure, the sales price of the product in a web store does not comply with the actual value of the product. Based on subsection 90 (1) of the General Part of the Civil Code Act, a transaction entered into under the influence of a relevant mistake may be cancelled. According to subsection 92 (1) of the General Part of the Civil Code Act, mistake is an erroneous assumption relating to existing facts. According to clause 92 (3) 2) of the General Part of the Civil Code Act, a person who entered into a transaction under the influence of a relevant mistake may cancel the transaction if the other party to the transaction knew or should have known about the mistake and leaving the mistaken party in error was contrary to the principle of good faith.

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<sup>14</sup> This Directive has been replaced with the Consumers Rights Directive on 25 October 2011. Available at: <http://eur-lex.europa.eu/legal-content/ET/ALL/?uri=celex%3A32011L0083>

**5.3** It is important for the trader to prove the existence of a mistake. This means that it is required to interpret how an average consumer would have understood that it is a mistake. The location of the product on the website should be the basis, for example, if the trader has an ongoing clearing sale campaign and the product with its price being faulty was located on the given page, it is more complicated for the consumer to understand that this is a mistake. However, if the product value in case of a price that is faulty remains significantly below the market price, and similar products are sold at full price on the website, the consumer has a clearer option to understand that this is a mistake. Therefore, the cancellation of a transaction with a faulty price should be assessed on a case-by-case basis. The trader may also add a clause to the sales conditions according to which the trader shall have the right to cancel the sales contract in case there has been a mistake in the price, however, in such a case it is also required to provide evidence that this price was faulty and the whole case was a mistake.

## **6 Withdrawal from contract**

### **6.1 14-day right of withdrawal from contract**

**6.1.1** The consumer has the right to withdraw **from a distance contract without providing a reason within 14 days** (subsection 56 (1) of the Law of Obligations Act). The purpose of establishing such a period of thinking is to provide the consumer with an option to try out the goods ordered from the e-shop, and in the event of unsuitability, return them without any fear of negative consequences. Upon returning the goods, it is irrelevant that the goods were sold at a discounted price at the moment of purchase.

***Void condition that is contrary to the laws: “You have the right to replace the delivered goods with any goods of the same value if the goods do not comply with the corresponding goods in the e-shop or the goods are defective – within 14 days of receiving the goods. It is not possible to return or replace the goods for the fact that the goods are “simply” not suitable (if the goods comply with the corresponding goods in the e-shop and the goods are not defective.”***

***Void condition that is contrary to the laws: “The 14-day right of withdrawal does not apply to discounted products.”***

### **6.2 Application for withdrawal and repayment of money**

- 6.2.1** In case of purchasing an item, the term shall begin at the moment the item has been delivered to the consumer. However, in case of a service, the withdrawal period begins at the moment a contract has been entered into (subsection 56 (1<sup>1</sup>) of the Law of Obligations Act). If the consumer submits an application for withdrawal to the trader within the term of submitting an application for withdrawal, the consumer shall be deemed to have been withdrawn from the contract.<sup>7</sup> If the consumer uses the website of the trader to submit an application for withdrawal, the trader shall send a confirmation on the receipt of the application for withdrawal to the consumer (subsection 56 (2<sup>4</sup>) of the Law of Obligations Act). The consumer does not have to use the standard for provided by the trader to submit an application for withdrawal. **Withdrawal from the contract should be verified by the consumer** (subsection 56 (2<sup>5</sup>) of the Law of Obligations Act). After an application for withdrawal, the consumer has 14 days of submitting the application for withdrawal to return the goods to the seller (subsection 56<sup>2</sup> (1) of the Law of Obligations Act). If the trader requests that the consumer covers the expenses related to returning the goods, the consumer should be informed before entering into a contract. Otherwise, the expenses of returning the goods shall be covered by the trader (subsection 56<sup>2</sup> (3) of the Law of Obligations Act).
- 6.2.2** If the consumer withdraws from the contract, the full amount that has been paid for the goods and the delivery expenses should be immediately compensated to him or her, but no later than **within 14 days** of receipt of the application for withdrawal by the trader (subsection 56<sup>1</sup> (1) of the Law of Obligations Act). According to subsection 135 (1) of the General Part of the Civil Code Act, a term begins to run on the day following the calendar day or the occurrence of the event by which the beginning of the term is specified unless otherwise provided by law or a contract. This rule also applies to the calculation of the commencement date of an immediate withdrawal period of consumer contracts. This means that if an application for withdrawal was received on 1 August 2017, then 15 August 2017 is the last day for the repayment of money to the consumer.

**Void condition that is contrary to the laws:** *“We will immediately make the repayment of money to the customer, but no later than within 30 days of receipt of the notification of withdrawal from the contract.”*

This condition has been based on the former wording of the Law of Obligations Act. The trader should be aware of any amendments made to the legislation.

- 6.2.3** The trader has been provided with an option to delay the payment until the consumer has returned the item that has served as the subject matter of the contract or submitted a certification that he or she has sent back this item (subsection 56<sup>1</sup> (5) of the Law of Obligations Act). In doing so, it is important that the trader would not delay with returning the money until the trader has actually received the goods, but the moment is essential when the consumer has posted (given to the post office, forwarded to the courier, etc.) the goods to the seller.

**Example:** The consumer has sent an application for withdrawal to the trader on 1 July 2017. The trader’s deadline for making the repayment of money is 15 July 2017. The consumer is also obligated to return the goods to the trader within 14 days. The trader, wanting to make sure that the consumer returns the goods, may ask the consumer, before returning the money, to provide proof of the return of the goods. If the trader has not received the returned goods or a certificate confirming the return of the goods within 14 days, the trader shall have the right to postpone the repayment until the receipt of the goods or a certificate.

- 6.2.4** If the consumer partially withdraws from the order, the delivery expenses shall be returned proportionally according to the amount of the returned goods of the entire order. For example, the consumer ordered 3 items and wants to return one of them. In this case, the repayment includes the price of the goods and 1/3 of the delivery expenses. If the consumer has expressly opted for a type of delivery other than the least expensive type of standard delivery offered by the trader, the trader shall not be required to reimburse the consumer for the expenses which exceed the expenses relating to the type of standard delivery (subsection 56<sup>1</sup> (3) of the Law of Obligations Act).
- 6.2.5** Frequently, the trader offers the consumer alternative and more expensive delivery options, such as the express delivery service. If the consumer has expressly (i.e. not indirectly or according to the default settings established by the trader, for example) to choose such a more expensive delivery method, the corresponding additional expenses should be borne by the consumer. If the trader's list of delivery methods also has the option that the consumer can collect the goods in person, but the consumer chooses the courier services as the delivery method, the trader shall not have the right to refuse to reimburse delivery expenses for the reason that the list also included the option to collect the goods in person, which would have cost 0 euros. Subsection 56<sup>1</sup> (3) of the Law of Obligations Act establishes the expenses of "standard delivery". Upon interpreting the contract, one should take into account the nature and purpose of the contract, and also the habits and practices between the contractual parties according to clauses 29 (5) 4) and 6) of the Law of Obligations Act. In case of distant contracts, it is common practice and it follows the essence of the contract that the goods ordered from an e-shop shall be delivered to a person by a courier or to the nearest parcel machine. The purpose of distance contracts is to make the purchasing process as simple as possible for the consumer, which includes a situation where the consumer orders and receives the product without leaving home or as close to home as possible. If the consumer has the option to only collect the product from the trader in person, it would be inefficient to place an order through the internet, as the consumer still needs to go to the shop.
- 6.2.6** If an item to be returned does not correspond to the order (for example, wrong or defective product), the expenses related to returning the goods should be always paid by the trader.
- 6.2.7** **Any contractual condition that complicates the use of the right of withdrawal compared with the provisions of the Law of Obligations Act shall be declared null and void. Particularly null and void are those agreements under which withdrawal is linked to the payment of a preliminary deposit or a contractual penalty (subsection 56<sup>2</sup> (9) of the Law of Obligations Act).**

***Void condition that is contrary to the laws: "Upon withdrawing from the contract, the customer pays a contractual penalty in the amount of 50% of the price of the product."***

### **6.3 Liability of consumer in case of diminished goods upon using the 14-day right of withdrawal**

- 6.3.1** The consumer should use the goods in such a manner as required to verify the nature, characteristics, and functioning of the goods.

**6.3.2** In order to determine the nature, characteristics and functionality of the goods, the consumer should handle and examine the goods only in a way that would be acceptable in a regular store (subsection 56<sup>2</sup> (4) of the Law of Obligations Act). If the consumer uses the right of withdrawal within 14 days, but he or she has used the goods for a longer period of time than required to verify the nature, characteristics, and functioning of the goods, the consumer should not lose the right of withdrawal, but should be liable for the diminished value of the goods.

**Void conditions that are contrary to the laws:** “The goods cannot be returned if they have been used.”  
“A defective product cannot be returned.”

**Decision of the Consumer Disputes Committee No. 6-1-007009-354-16:** “The committee explains to the trader that the use of an item purchased by the consumer does not in itself terminate the consumer’s right of withdrawal but results in the fact that the consumer is liable for the diminished value of the item.”

**Decision of the Consumer Disputes Committee No. 6-1-010660-8-17:** “Based on subsection 56<sup>2</sup> (4) of the Law of Obligations Act, in case of any deterioration of the goods subject to return, the consumer is liable for the diminished value of the goods. Therefore, the use of the goods does not deprive the consumer of the right of withdrawal, but the trader can claim compensation from the consumer to the extent that the value of the item has diminished. Subsection 56<sup>2</sup> (4) of the Law of Obligations Act also establishes that the consumer is liable for the diminished value of the goods only if the consumer has used the goods in a manner other than what is necessary to establish the nature, characteristics and functioning of the goods, i.e. the consumer should only handle and use the goods in the same manner as the consumer would customarily be allowed to do in a shop. Therefore, upon withdrawal from the contract, the consumer shall be liable for the diminished value of the goods arising from its use, and in this case, the seller shall have the right to claim compensation for the diminished value if the value of the returned goods has decreased. The assessment of diminished value is an estimated decision, and the committee cannot take a position in this regard without the corresponding evidence. The diminished value should be determined by the seller on the basis of the circumstances identifies by an expert.”

**6.3.3 The consumer is not liable for the diminished value of the goods if the trader has not drawn the consumer’s attention to the existence of the right of withdrawal according to clauses 54 (1) 12) and 13) of the Law of Obligations Act.**

**6.3.4** The decrease in the value of the goods may consist primarily in the expenses of cleaning and repair work, and if the goods can no longer be sold as new, then objectively justified damages, which arise from selling the goods that have been returned to the trader as second-hand goods.

**6.3.5** The fact whether the consumer went beyond what was necessary to ascertain the nature, characteristics and functioning of the goods, should be assessed on a case-by-case basis in case of a dispute.

**6.3.6** A good benchmark is what the consumer is generally allowed to do in a regular shop:

- before purchasing an audio/video and recording device, the consumer shall normally be allowed to check the quality of image and sound;
- upon trying on clothes in a shop, one does not remove the manufacturer’s labels;
- it is generally not possible for the consumer to test household appliances in practice, for example kitchen appliances, the actual use of which will inevitably leave traces;
- the consumer cannot configure computer software, meaning that the reasonable expenses of resetting such a device also indicate a decrease in value.

- 6.3.7** In principle, consumers should be able to open the packaging to access the goods if similar goods are usually displayed without packaging in the shop. The consumer should be definitely reminded in the terms of contract that in the event of returning the goods, **the packaging of the goods should be opened carefully without damaging it**. Otherwise, the payment of compensation cannot be avoided. In doing so, the trader should consider the fact that there should be an option to open the packaging. However, protective foils installed on goods should only be removed if it is strictly necessary for testing the goods. If the packaging cannot be opened without breaking/damaging it, the consumer shall not be liable for the damaged packaging.
- 6.3.8** According to the judgment of the European Court of Justice C-489/07, Pia Messner, paragraph 27, the excessive use of goods should be verified by the trader.

*Judgment of the European Court of Justice C-489/07, paragraph 27: “In that regard, it follows from the last part of recital 14 in the preamble to Directive 97/7 that it is for the Member States to determine the other conditions and arrangements following exercise of the right of withdrawal. That power must, however, be exercised in accordance with the purpose of that Directive and, in particular, may not adversely affect the efficiency and effectiveness of the right of withdrawal. Such would, for example, be the case if the amount of compensation, such as that referred to in the previous paragraph, were to appear disproportionate in relation to the purchase price of the goods at issue or also if the provision of national law were to place on the consumer the onus of proving that he did not use those goods during the period for withdrawal in a manner which went beyond what was necessary to permit him to make effective use of his right of withdrawal.”*

#### **6.4 Consequences for trader upon failure to inform consumer about the 14-day right of withdrawal**

- 6.4.1** If the trader fails to inform the consumer of the 14-day right of withdrawal, the consumer shall have the right to withdraw from the contract within 12 months. The 12-month term begins at the moment of delivery in case of a sales contract, but in case of a contract for service provision, from the entry into the contract (subsection 56 (16) of the Law of Obligations Act). If the trader has provided the consumer with the information of the right of withdrawal too late, but still within 12 months of entering into a contract, the period of withdrawal shall end after 14 days of receiving the notice.
- 6.4.2** If the trader failed to inform the consumer about the right of withdrawal before entering into a contract, the consumer shall not be liable for the diminished value of the goods, and if the consumer withdraws from the contract, the trader cannot demand that the consumer compensates for the diminished value of the goods (subsection 56<sup>2</sup> (4) of the Law of Obligations Act).

*If the trader fails to inform the consumer about the 14-day right of withdrawal, the consumer shall have the right to use the item for a year and then return the goods to the trader. As a consequence, the consumer shall have the right to reclaim the delivery expenses of the goods, the price paid for the goods, and the consumer shall not be liable for the diminished value of the goods.*

#### **6.5 Items not subject to the 14-day right of withdrawal**

**6.5.1** The 14-day right of withdrawal shall not apply to contracts the object of which is (subsection 53 (4) of the Law of Obligations Act):

- 1) the provision of a service or other continuous performance, if the contractual obligations of the trader are fully met and the provision of the service or other performance has begun with the consumer's express prior consent and acknowledgement that the consumer will lose the right to withdraw upon performance of the contract by the trader;
- 2) the delivery of the goods, provision of services or other performance which price is dependent of fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period, including to contracts the object of which is the services related to foreign currency or securities;

 For example: shares, units, bonds

- 3) the delivery of goods manufactured taking into account the personal needs of the consumer who is a party to the contract or manufactured according to the conditions established by the consumer;

 For example: tailored (based on the measurements of the consumer) suits, kitchen furniture, curtains

A special order should not be discussed in a situation where the consumer chooses from the options offered by the trader when ordering the goods (for example, car accessories, furniture assembled from combined parts by the consumer). An item should be considered as tailored to the specific needs of the customer if it is very difficult or impossible for the trader to sell this to any other customer.

- 4) the delivery of goods manufactured according to the conditions established by the consumer; delivery of such goods which deteriorate or expire rapidly;

 For example: foodstuffs and beverages with a very short shelf life, including deep-frozen products, flowers

- 5) the delivery of such goods in sealed packaging which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;

 For example: cosmetics, such as lipsticks, moisturizers; hygiene products; mattresses; bikinis.

In this context, "opening" means the opening of a particular jar or tube, but not the opening of the general packaging (box), as only after the opening of a particular cream jar, the product becomes non-marketable to other customers.

- 6) the delivery of such goods which are, after delivery, according to their nature, inseparably mixed with other items;

 For example: fuel, paints, mixtures, wallpapers

The mixture of items should have taken place by the time of withdrawal in order to exclude the right of withdrawal.

- 7) the delivery of such alcoholic beverages, the price of which has been agreed upon at the time of the entry into the contract of sale, the delivery of which takes place after more than 30 days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;

 For example, in particular, vins de primeur, where the value of wines depends on market fluctuations and this results in speculative forward-looking sales transactions.

- 8) the carrying out of urgent repairs or maintenance where the consumer has requested a visit from the trader for such purpose;



For example: car repair, pipework repair

- 9) the delivery of newspapers, magazines or periodicals with the exception of subscription contracts for an indefinite period for such publications;

- 10) the delivery of sealed audio or video recordings or computer software if the consumer has opened the package;

The reason for the exception is the fact that after the packaging has been opened, the consumer is able to copy the recording or software and, thereby, make it permanently available for himself or herself, and if it is allowed for the consumer to withdraw from the contract after that, he or she will be able to obtain the subject matter of the contract principally for free.

- 11) the delivery of such digital content which is not delivered on a tangible medium if the delivery thereof has begun with the consumer's prior express consent and the consumer's acknowledgement that the consumer thereby loses the right of withdrawal;



For example: files downloaded from the internet

- 12) the provision of accommodation services, transportation of movables, use of motor vehicles, catering or services related to leisure activities if the trader undertakes to provide the services for a specific date or during a certain period upon conclusion of the above specified contract;

- 13) at an auction;

Based on the commented edition of the Law of Obligations Act, the electronic auctions that take place through the online platforms (for example, the so-called auctions on eBay) are not subject to this provision, i.e. in the event of any contracts entered into in the course of such auctions, the consumer continues to have the right of withdrawal if the goods are sold by the trader.

- 14) for travel and baggage insurance or other similar short-term insurance contracts entered into for a term of less than one month.

## 6.6 **Right to submit complaints**

- 6.6.1 A contract to be entered into in e-commerce shall be subject to all requirement applicable to a standard contract, unless otherwise specified by the e-shop. If the consumer cannot return an item by using the 14-day right of withdrawal (for example, the term is over, or the right of withdrawal is not applicable to the contract), the consumer shall have the right to submit a complaint to the trader if the item does not correspond to the contractual conditions (defect). For example, if it turns out that trader has not sent the corresponding product or the ordered product does not comply with the description presented in the e-shop or if the product has defects, the consumer does not have to submit an application for withdrawal within 14 days, but the consumer may use the lawful right to submit a complaint (subsection 218 (2) of the Law of Obligations Act).

- 6.6.2** Thus, in case of the goods purchased by means of e-commerce, the seller shall be liable for any non-compliance of the contractual conditions concerning the goods within two years of delivering the goods to the buyer (subsection 218 (2) of the Law of Obligations Act). Within the first six months of this, and after the goods have been delivered to the buyer, it is presumed that the defect was already there at the moment of delivery. The rejection of this assumption is an obligation of the trader.
- 6.6.3** In case of an item has a defect, the consumer shall notify the seller, or submit a complaint no later than within two months (subsection 220 (1) of the Law of Obligations Act).
- 6.6.4** If an item does not correspond to the contractual conditions, the buyer may demand that the seller would repair or replace this item. If it is impossible to repair or replace an item or it fails or repairing/replacing the item causes unjustified inconveniences to the consumer or the trader has refused to settle the consumer's complaint without justification, the consumer also has the right to withdraw from the contract and demand the return of the money (subsection 222 (1) and section 223 of the Law of Obligations Act), as this is a serious breach of the contract according to section 116 of the Law of Obligations Act.
- 6.6.5** According to subsection 189 (1) of the Law of Obligations Act, in the event of withdrawal from a contract, each party may claim return of that which was delivered by the party under the contract and delivery of the fruits and other gain received if the party returns all property that has been delivered to the party. Obligations arising from withdrawal shall be performed by the parties simultaneously, and the provisions of section 111 of this Act apply mutatis mutandis. Interest shall be paid on money refunded as of the moment of receipt of the money. In the case of an item to be returned, its benefits for use should be taken into account (for example, upon returning a car, it should be assessed what would be the normal rental charge for this product over a certain period of time). According to subsection 189 (4) of the Law of Obligations Act, if a thing subject to return or delivery has deteriorated and such deterioration **is not the result of the regular use of the thing**, the decrease in the value of the thing shall be compensated for.
- 6.6.6** Upon submitting a complaint, the seller shall always incur the expenses relating to the repair of the thing or delivery of a substitute thing, in particular expenses relating to transport, postage, work, travel and materials within the first six months of transferring the item (subsection 222 (4) of the Law of Obligations Act). Within the next 1.5 years, the seller shall pay the corresponding expenses only if the complaint was justified.
- 6.6.7** The consumer may submit a complaint in any form. However, it is recommended to immediately submit a written complaint (in a format which can be reproduced in writing) (subsection 24 (1) of the Consumer Protection Act)
- 6.6.8** A complaint submitted in writing or in a format which can be reproduced in writing (for example, an email) should include the following:
- 1) the consumer's name and contact details;
  - 2) the date of submission of the complaint;
  - 3) the defects of the goods or services;
  - 4) the claim to be submitted to the trader;
  - 5) a reference to a document certifying the performance of the transaction or the existence of a warranty against defects or annex a copy of such document to the complaint (subsections 24 (3) and (4) of the Consumer Protection Act).

- 6.6.9** The trader shall confirm the receipt of a complaint submitted in writing or in a format which can be reproduced in writing in the same format. The trader shall also confirm the receipt of a complaint if it enables to submit complaints electronically on its website (subsection 24 (2) of the Consumer Protection Act).
- 6.6.10** Based on the Consumer Protection Act, the trader shall be obligated to respond to the consumer's written complaint or a complaint submitted in a format which can be reproduced in writing in the same format within 15 days (subsection 24 (5) of the Consumer Protection Act). If the trader cannot respond to the consumer's complaint within 15 days, the trader shall inform the consumer in writing, provide reasons for the delay, and specify a new reasonable term for responding (subsection 24 (6) of the Consumer Protection Act). If the trader refuses to satisfy the claim or agrees to satisfy the claim only in part, the trader is required to justify this in writing (subsection 24 (7) of the Consumer Protection Act).
- 6.6.11** If the trader fails to comply with its promise to settle the complaint within the time limit, the trader is deemed to have refused to satisfy the consumer's claim. In this case, the consumer the consumer may file a petition to an alternative dispute resolution entity or the county court for settlement of the dispute (subsections 24 (8) and (9) of the Consumer Protection Act).

## **7 Warranty against defects**

- 7.1** The definition "warranty" or "warranty against defects" should be used in the correct sense. According to subsection 218 (2) of the Law of Obligations Act, a warranty is not the consumer's right to submit complaints. A warranty is a voluntary promise made by a seller to replace or repair a sold thing without charge or for a charge and under the conditions prescribed in the warranty or advertising, or to ensure in other ways the compliance of the thing with the conditions prescribed in the warranty or advertising whereby the purchaser is given a broader warranty than that provided by law (subsection 230 (1) of the Law of Obligations Act). Despite the availability of a warranty, according to subsection 218 (2) of the Law of Obligations Act, the seller is liable for the lack of conformity of an item in case of selling it to the consumer, provided that this lack of conformity occurs within two years of delivering the item to the buyer (the right to submit a complaint).
- 7.2** Upon offering any goods, it is forbidden to use the word "warranty" or other similar word in any form if its meaning does not correspond to the provisions on warranty against defects or contractor's guarantee within the meaning of the Law of Obligations Act or the provisions of warranty established in other legislation (section 11 of the Consumer Protection Act). If the trader does not want to provide the consumer with more favourable rights than arising from the law with warranty, we recommend simply describing the 2-year right to submit a complaint in the conditions, arising from the Consumer Protection Act. However, if one wants to provide the sold goods with additional warranty, the warranty conditions should reflect the requirements arising from sections 231 and 650 of the Law of Obligations Act about the content of warranty against defects and contractor's guarantee and the rights of the consumer.

## **8 Instruction manual**

**8.1** According to subsection 6 (1) of the Consumer Protection Act, goods which are technically complex, contain hazardous substances or require special skills when using them shall be accompanied by an instruction manual from the producer. The instruction manual shall contain the information necessary for the consumer to use the goods safely, economically and for their intended purpose and to assemble, install, connect, maintain or store and, if necessary, destroy the goods in the correct manner. If the goods consist of several parts, the instruction manual shall contain a list of the parts constituting the goods (the components of the set) (subsection 6 (2) of the Consumer Protection Act).

**8.2** Given the type, characteristics, and intended purpose of the goods, the following information shall be presented (subsection 5 (4) of the Consumer Protection Act):

- the quantity or dimensions of the goods in relevant units of measurement according to the international system of units;
- the composition of the goods and the quantities of the components;
- instructions for washing, cleaning and maintaining the goods;
- instructions for using the goods and the storage conditions for the goods;
- warnings and precautions to prevent hazards relating to the use or destruction of the goods;
- the shelf life of the goods;
- the main technical information concerning the goods.

**8.3** An instruction manual which is in a foreign language must be translated into Estonian and it must be unambiguous. The trader shall provide the consumer with the instruction manual and a translation thereof into Estonian on paper or on another durable medium or, with the consent of the consumer, make the instruction manual available in another manner (subsections 6 (3) and (4) of the Consumer Protection Act).

***As a rule, the product user manual should be found in the product packaging.***

**8.4** In its judgment No. 3-2-1-110-08 (paragraph 13), the Civil Chamber of the Supreme Court has brought out that lack of an instruction manual in some cases may be considered as a material breach of the sales contract according to clause 116 (2) 2) of the Law of Obligations Act, which provides the buyer with the right to withdraw from the sales contract without giving an addition time to the seller for performing the obligation. This may be the case, for example, if it is known to the seller that the camera is purchased for using its certain functions at a specific time (for example, during a particular event), but the camera's Estonian manual is not sufficient to use these features.

## **9 Submission of electronic offers and protection of personal data**

- 9.1** It is not allowed to send advertising and offers to the consumer's email address, unless he or she has given a written consent, and not even if the consumer has bought something from the e-shop. The consumer should have given an informed consent that he or she wants to receive advertising and offers from the trader via email (section 60 of the Law of Obligations Act). The consumer should have the option to waive offers and newsletters sent by the trader to the consumer's email address at any time. The consumer's written application of waiver should be taken into account. Continuous delivery of offers is an aggressive commercial practice, which is prohibited.
- 9.2** The contractual conditions should include information about the purposes of processing of personal data, the categories of personal data to be processed, the procedure for and manner of processing personal data, and permission for communication of personal data to third persons (subsection 7 (2) of the Personal Data Protection Act). Therefore, it is necessary that the trader would have published privacy policy conditions on its website.
- 9.3** More detailed information on the processing of personal data can be obtained from the Estonian Data Protection Inspectorate<sup>15</sup>.

## **10 Notification of collection facilities of waste resulting from product of concern**

**10.1** A producer and a distributor are required to make information available to a user of a product of concern with regard to the places where waste resulting from the product of concern can be taken back by making available the locations and telephone numbers where relevant information can be obtained (subsection 26<sup>8</sup> (2) of the Waste Act). The relevant information shall be published on the website of the e-shop of the trader selling the products of concern.

**10.2** Products of concern (subsections 25 (2) and (3) of the Waste Act) include:

- 1) "battery or accumulator" means a source of electrical energy generated by direct conversion of chemical energy and consisting of one or more non-rechargeable batteries or rechargeable cells;
- 2) "motor vehicle" means a four-wheeled power-driven vehicle within the meaning of the Traffic Act or a three-wheeled motor vehicle except a three-wheeled motorcycle;
- 3) "electrical and electronic equipment" means equipment which is dependent on electric currents or electromagnetic fields in order to work properly and equipment for the generation, transfer and measurement of such currents and designed for use with a voltage rating not exceeding 1000 Volt for alternating current and 1500 Volt for direct current;
- 4) "tyre" means the tyre of an off-road vehicle defined in clause 2 36) and of the motor vehicle defined in clause 2 40) of the Traffic Act and of their trailer;
- 5) "agricultural plastic" means silage wrap film, silage covering film, tunnel film, net wrap and plastic twine.

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<sup>15</sup> <http://www.aki.ee/et/inspektsioon/poordu-inspektsiooni-poole>

## **11 Requirements for food business operators**

The requirement for food business operators engaged in e-commerce can be found in the instructions of the Veterinary and Food Board “Instructions for food business operators engaged in e-commerce”: <http://www.vet.agri.ee/static/body/files/2860.Toidukauba%20m%FC%FCk%20ja%20reklaam%20veebikeskkonnas.pdf>