

## DISTANCE SALES AGREEMENT

### SELLER

**Company:** SIA STEAM SPIRIT

**Registration No.:** 40203637978

**Email:** [store@steamspirit.eu](mailto:store@steamspirit.eu)

**Website:** [www.steamspirit.eu](http://www.steamspirit.eu)

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## PARTIES

This **Distance Sales Agreement** (the **Agreement**) governs the legal relationship between **SIA STEAM SPIRIT**, Registration No. **40203637978**, registered office: 9–3 Vasaras Street, Dreiliņi, Stopiņu Parish, Ropaži Municipality, LV-2130, Latvia (the **Seller**) and any person purchasing products through the online store [www.steamspirit.eu](http://www.steamspirit.eu) (the **Customer**).

This Agreement is concluded in accordance with the laws of the Republic of Latvia, applicable European Union consumer protection legislation and other applicable legal requirements.

This Agreement applies to all orders placed through the **STEAM SPIRIT** Online Store unless separate terms of sale apply to a specific product.

Custom-made or made-to-order **STEAM SPIRIT** modular saunas are governed by separate **GENERAL TERMS AND CONDITIONS OF SALE**, which constitute an independent agreement and are not part of this **Distance Sales Agreement**.

By placing an order in the Online Store, the Customer confirms that they have read, understood and accepted this Agreement in its entirety.

The Customer must be at least 18 years of age or otherwise legally capable of entering into **distance sales agreements** under applicable law.

The Seller reserves the right to amend this Agreement at any time. Amendments shall not affect orders already confirmed and shall apply only to future orders placed after publication in the Online Store.

## 1. DEFINITIONS

In this Agreement, the following terms shall have the meanings set out below, unless the context requires otherwise.

- 1.1. **Seller** means **SIA STEAM SPIRIT**, Registration No. 40203637978, offering Products through the Online Store at [www.steamspirit.eu](http://www.steamspirit.eu).
- 1.2. **Customer** means any natural or legal person purchasing or intending to purchase Products through the Online Store.
- 1.3. **Consumer** means a natural person acting for purposes outside their trade, business, craft or profession within the meaning of the applicable laws of the Republic of Latvia and the European Union.
- 1.4. **Online Store** means the Seller's e-commerce platform available at [www.steamspirit.eu](http://www.steamspirit.eu), through which the Customer may browse Products, place Orders and conclude distance contracts.
- 1.5. **Product or Products** means **any tangible movable goods, accessories, spare parts or other physical items offered for sale through the Online Store**.
- 1.6. **Order** means an electronic request submitted by the Customer to purchase one or more Products through the Online Store.
- 1.7. **Distance Sales Agreement** means a contract concluded between the Seller and the Customer exclusively by means of distance communication, without the simultaneous physical presence of the parties.
- 1.8. **Business Day** means any day other than Saturdays, Sundays and official public holidays in the Republic of Latvia.
- 1.9. **Payment Service Provider** means a third-party provider facilitating secure electronic payment processing on behalf of the Seller, including **Stripe Payments Europe, Limited** or another payment partner designated by the Seller.
- 1.10. **Carrier** means a third-party logistics provider engaged by the Seller to deliver Products to the Customer.
- 1.11. **Force Majeure** means any event beyond the reasonable control of either party, including but not limited to natural disasters, fires, war, strikes, pandemics, governmental restrictions, transportation disruptions or other extraordinary circumstances.

Words in the singular include the plural and vice versa where the context so requires. References to a person include both natural and legal persons.

## 2. GENERAL PROVISIONS

- 2.1. **This Distance Sales Agreement sets out the terms governing the purchase of Products through the STEAM SPIRIT Online Store, including the rights, obligations and responsibilities of the Parties relating to ordering, payment, delivery, returns and other matters connected with the purchase of Products.**
- 2.2. This Agreement is binding upon every Customer placing an Order through the Online Store. Before confirming an Order, the Customer must read this Agreement. By placing an Order, the Customer confirms that they have read, understood and accepted all terms of this Agreement.
- 2.3. This Agreement is concluded by means of distance communication without the simultaneous physical presence of the Parties and constitutes a distance contract within the meaning of the applicable legislation.
- 2.4. This Agreement becomes effective when the Seller electronically confirms the Customer's Order, unless otherwise provided in this Agreement or by applicable law.
- 2.5. The Seller reserves the right to amend or supplement this Agreement at any time. Any amendments shall become effective upon publication in the Online Store and shall apply only to Orders placed after such publication.
- 2.6. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 2.7. Where specific Products are subject to separate terms of sale, warranty conditions or operating instructions, such documents shall form an integral part of the relevant Order. In the event of any inconsistency relating to a specific Product, those specific terms shall prevail.
- 2.8. Custom-made or made-to-order **STEAM SPIRIT** modular saunas are governed by separate **GENERAL TERMS AND CONDITIONS OF SALE**, which regulate production, payment schedules, delivery, installation and warranty. This **Distance Sales Agreement** applies only to Products sold through the Online Store to the extent that the separate **GENERAL TERMS AND CONDITIONS OF SALE** do not provide otherwise.
- 2.9. This Agreement is published in English. Any translation made available by the Seller is provided for convenience. In the event of any inconsistency or difference in interpretation, the English version shall prevail unless mandatory applicable law provides otherwise.

### 3. ORDERING PRODUCTS

- 3.1. The Customer may place an Order by selecting the desired Products in the Online Store, adding them to the shopping cart and completing the information required for checkout.
- 3.2. Before submitting an Order, the Customer is responsible for verifying the accuracy of the selected Products, quantities, prices, delivery details and contact information.
- 3.3. By submitting an Order, the Customer confirms that all information provided is complete, accurate and up to date. The Seller shall not be liable for any consequences arising from inaccurate or incomplete information supplied by the Customer.
- 3.4. After submitting an Order, the Customer will receive an automatic electronic acknowledgement confirming receipt of the Order. Such acknowledgement confirms only that the Order has been received and does not in itself constitute acceptance of the Order or conclusion of the Agreement.
- 3.5. An Order shall be deemed accepted when the Seller sends an Order Confirmation to the Customer or commences fulfilment of the Order, unless otherwise required by applicable law.
- 3.6. The Seller reserves the right to refuse an Order, in whole or in part, where: (a) the Product is unavailable; (b) the Order contains an obvious pricing or technical error; (c) there are reasonable grounds to suspect fraud or unauthorised use of a payment method; (d) the Customer has provided false or incomplete information; or (e) fulfilment of the Order is impossible for other objective reasons.
- 3.7. If an Order is refused after payment has been received, the Seller shall refund the amount paid in accordance with the Refunds section of this Agreement using the original payment method, unless otherwise required by law.
- 3.8. The Seller reserves the right to limit the quantity of Products that may be purchased in a single Order or to refuse multiple identical Orders where necessary to prevent fraud, ensure product availability or maintain fair trading practices.
- 3.9. After an Order has been confirmed, the Customer may request amendments or cancellation only until fulfilment of the Order has commenced. Once fulfilment has begun, amendments or cancellation may no longer be possible.
- 3.10. The Seller may contact the Customer to verify Order details, delivery information, payment details or any other information necessary for the fulfilment of the Order.

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#### 4. PRICES & TAXES

- 4.1. All Product prices displayed in the Online Store are stated in euro (EUR).
- 4.2. Unless otherwise stated, all prices include the applicable Value Added Tax (VAT) in accordance with the laws of the Republic of Latvia and the European Union.
- 4.3. **Delivery charges, where applicable, are calculated separately and clearly displayed before the Customer confirms the Order where automatic delivery is available. Certain oversized or restricted Products may require a separate delivery quotation in accordance with the **Delivery Policy**.**
- 4.4. The Seller reserves the right to change Product prices at any time. Any price changes shall not affect Orders that have already been accepted in accordance with this Agreement.
- 4.5. If an obviously incorrect price has been displayed due to a technical, administrative or human error, the Seller reserves the right to refuse fulfilment of the relevant Order. In such case, the Seller shall promptly notify the Customer and, where payment has already been received, refund the full amount paid in accordance with this Agreement.
- 4.6. The Seller makes reasonable efforts to ensure that the prices, descriptions and other information published in the Online Store are accurate. However, the Seller does not warrant that such information will always be entirely free from typographical, technical or administrative errors.
- 4.7. If an error relating to the price or Product information is identified after the Order has been submitted but before it has been accepted, the Seller shall inform the Customer of the correct information. The Customer may choose to confirm the Order under the corrected terms or cancel the Order without charge.
- 4.8. Promotional offers, discount codes, special offers and other pricing benefits are valid only for the period stated and in accordance with their applicable terms. Unless expressly stated otherwise, such offers may not be combined.
- 4.9. Where applicable laws impose additional taxes, customs duties or other mandatory charges for deliveries outside the European Union, such charges shall be borne by the Customer unless expressly stated otherwise by the Seller.
- 4.10. The final Order price shall be the amount shown in the Order summary and Order Confirmation, including applicable taxes, delivery charges and any valid discounts.

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#### 5. PAYMENT

- 5.1. The Customer may pay for an Order using the payment methods available in the Online Store at the time of purchase. Available payment methods may vary depending on the Customer's location, selected currency or technical availability.
- 5.2. Electronic payments are processed through an independent payment service provider. **STEAM SPIRIT** uses Stripe Payments Europe, Limited or another payment partner designated by the Seller to process electronic payments.
- 5.3. The Seller does not store the Customer's payment card number, CVV security code or other complete payment card details. Such information is processed solely by the relevant Payment Service Provider in accordance with PCI DSS security standards and applicable law.
- 5.4. Payment shall be deemed received once the Payment Service Provider has confirmed successful authorisation or settlement of the transaction.
- 5.5. If payment authorisation is declined or the transaction cannot be completed, the Order shall not be accepted and the Seller shall not be liable for any loss or expense arising from such refusal.
- 5.6. The Seller may perform additional verification before accepting an Order where necessary for fraud prevention, security purposes or compliance with applicable law. Such verification may delay Order processing.
- 5.7. The Customer confirms that they are authorised to use the selected payment method and that all payment information has been provided lawfully and in good faith.
- 5.8. Where payment is made in a foreign currency or the card issuer applies currency conversion or banking fees, such charges shall be borne by the Customer in accordance with the terms of their bank or payment service provider.
- 5.9. The Seller reserves the right to modify the available payment methods or introduce additional payment solutions at any time where required for business or technical reasons.

5.10. Completion of payment does not by itself guarantee acceptance of an Order. The Agreement is concluded only after the Seller has accepted the Order in accordance with this Agreement.

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## 6. DELIVERY

- 6.1. The Seller delivers Products to the countries and territories available in the Online Store at the time the Order is placed. Delivery options and charges may vary depending on the delivery address, the type of Product and the selected delivery method.
- 6.2. The estimated delivery time is indicated in the Online Store or in the Order Confirmation. All delivery times are estimates only and may be affected by circumstances beyond the Seller's reasonable control.
- 6.3. The Seller shall use reasonable efforts to deliver the Order within the estimated timeframe but does not guarantee delivery on a specific date unless expressly agreed in writing.
- 6.4. The Customer is responsible for providing an accurate and complete delivery address, contact details and any other information required for delivery. The Seller shall not be liable for delays or additional costs resulting from incorrect or incomplete information provided by the Customer.
- 6.5. If the Customer refuses delivery, fails to collect the Product within the specified period or otherwise delays the delivery process, the Seller may recover any reasonable additional costs arising from redelivery, storage or return of the Product, to the extent permitted by applicable law.
- 6.6. The risk of accidental loss of or damage to the Product passes to the Customer when the Product is delivered to the Customer or a person designated by the Customer, except where the Customer has independently appointed a carrier not offered by the Seller. In such case, the risk passes when the Product is handed over to that carrier.
- 6.7. Title to the Product shall pass to the Customer only after full payment of the purchase price has been received, to the extent permitted by applicable law.
- 6.8. Upon delivery, the Customer should inspect the packaging and the external condition of the Product without undue delay. If visible damage or discrepancies are identified, the Customer should immediately notify both the carrier and the Seller, preferably providing photographs.
- 6.9. If the Seller is unable to fulfil an Order or deliver a specific Product for objective reasons, the Seller shall promptly inform the Customer and offer either a reasonable alternative or a full refund in accordance with this Agreement.
- 6.10. For deliveries outside the European Union, the Customer is responsible for import formalities, customs duties, local taxes and any other mandatory charges unless the Seller has expressly agreed otherwise in writing.

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## 7. RIGHT OF WITHDRAWAL

- 7.1. If the Customer qualifies as a Consumer under applicable European Union legislation, the Customer has the right to withdraw from this **Distance Sales Agreement** within 14 (fourteen) days without giving any reason, except where statutory or contractual exceptions apply.
- 7.2. The withdrawal period begins on the day the Customer, or a third party designated by the Customer other than the carrier, takes possession of the Product. Where an Order consists of multiple Products or separate deliveries, the period begins on the day the final Product or final delivery is received.
- 7.3. To exercise the right of withdrawal, the Customer must clearly inform the Seller of the decision to withdraw before the withdrawal period expires. The notice may be submitted using the communication channels specified by the Seller or by any other clear written statement.
- 7.4. After notifying the Seller of the withdrawal, the Customer must return the Product without undue delay and no later than 14 (fourteen) days thereafter, unless the Seller has agreed otherwise in writing.
- 7.5. The Customer is liable only for any diminished value of the Product resulting from handling beyond what is necessary to establish the nature, characteristics and functioning of the Product.
- 7.6. The right of withdrawal does not apply to Products or services that are exempt under applicable law, including custom-made or personalised Products manufactured to the Customer's specifications, perishable goods, sealed hygiene Products once opened, or other Products for which statutory exemptions apply.

- 7.7. Where the right of withdrawal is exercised in accordance with this Agreement and applicable law, the Seller shall reimburse the payments received from the Customer in accordance with the Refunds section of this Agreement.
- 7.8. Detailed information regarding the exercise of the right of withdrawal, Product returns, refund timeframes and applicable conditions is set out in the Seller's **Return & Refund Policy**, which forms an integral part of this Agreement.

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## 8. RETURNS

- 8.1. Where the Customer exercises the right of withdrawal or is otherwise entitled to return a Product under applicable law or this Agreement, the Product shall be returned to the Seller in accordance with this section and the Seller's **Return & Refund Policy**.
- 8.2. This section does not limit the Customer's right to make a claim in relation to a Product that is defective, non-conforming or covered by a statutory or commercial warranty. In such cases, the **Warranty** and **Defective Products** sections of this Agreement shall apply.
- 8.3. Detailed information regarding the return procedure, return address, required information and other practical conditions is set out in the Seller's **Return & Refund Policy**, which forms an integral part of this Agreement.

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## 9. REFUNDS

- 9.1. Detailed information regarding the refund procedure and its practical implementation is set out in the Seller's **Return & Refund Policy**, which forms an integral part of this Agreement.

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## 10. WARRANTY

- 10.1. The Seller warrants that, at the time of delivery, the Products conform to the Order, their description and the applicable quality requirements.
- 10.2. Consumers benefit from the statutory legal guarantee provided under the laws of the Republic of Latvia and the European Union. This guarantee does not limit or replace any statutory rights available to the Consumer.
- 10.3. Certain Products may be covered by an additional commercial warranty provided by the Seller or the manufacturer. The scope, duration and conditions of such warranty shall be specified in the relevant Product description or warranty documentation.
- 10.4. Any commercial warranty is provided in addition to, and does not affect, the statutory rights available to Consumers.
- 10.5. The warranty does not cover damage or defects resulting from improper use, incorrect installation, inadequate maintenance, normal wear and tear, accidental damage, unauthorised repairs or modifications, or other circumstances beyond the Seller's reasonable control, to the extent permitted by applicable law.
- 10.6. The Customer shall use, install and maintain the Product in accordance with the supplied instructions, safety requirements and the manufacturer's recommendations. Failure to follow such instructions may affect warranty coverage where permitted by applicable law.
- 10.7. If the Customer believes that a Product is defective, the Customer should contact the Seller without undue delay and provide the information reasonably required to assess the claim, including the Order number, a description of the defect and, where available, photographs or other supporting evidence.
- 10.8. Warranty claims shall be assessed within a reasonable period in accordance with applicable law and the nature of the Product. Where reasonably necessary, the Seller may request inspection, expert examination or return of the Product for assessment.
- 10.9. For Consumers, statutory remedies for lack of conformity apply in the order and under the conditions required by applicable law. The Consumer is first entitled to choose repair or replacement free of charge, unless the chosen remedy is impossible or disproportionate. A price reduction or termination of the contract with reimbursement may be available where the statutory conditions are met. Any commercial warranty is additional to these rights.

## 11. DEFECTIVE PRODUCTS

- 11.1.If the Customer believes that a Product is damaged, does not conform to the Order, or has a manufacturing or material defect, the Customer shall contact the Seller without undue delay and submit a warranty or non-conformity claim.
- 11.2.To the extent reasonably possible, the claim should include the Order number, Product name, description of the defect, the date on which it was discovered, and photographs or other evidence supporting the claim.
- 11.3.The Seller shall assess the claim within a reasonable period and may request additional information, photographs, videos, inspection of the Product or return of the Product for expert examination where reasonably necessary to evaluate the claim.
- 11.4.Where it is established that the Product does not conform to the Agreement or has a defect for which the Seller is responsible, the Seller shall provide the remedy required by applicable law. For Consumers, this normally means repair or replacement first, with a price reduction or termination of the contract with reimbursement available where the statutory conditions are met.
- 11.5.If the inspection determines that the defect resulted from improper use, incorrect installation, inadequate maintenance, unauthorised repairs, accidental damage, normal wear and tear or other circumstances beyond the Seller's responsibility, the warranty claim may be rejected to the extent permitted by applicable law.
- 11.6.The Seller shall bear the reasonable costs associated with handling and resolving a valid warranty or non-conformity claim, to the extent required by applicable law. If the claim is found to be unfounded, the Seller may request reimbursement of reasonable inspection or examination costs, where permitted by law.
- 11.7.The Customer's statutory rights relating to a Product's lack of conformity are not limited by any commercial warranty provided under this Agreement.
- 11.8.Detailed information regarding warranty claim procedures and required documentation is set out in the Warranty section of this Agreement and, where applicable, the relevant product or manufacturer warranty documentation.

## 12. CUSTOMER OBLIGATIONS

- 12.1.The Customer shall provide complete, accurate and up-to-date information necessary for the placement, payment and delivery of the Order. The Seller shall not be liable for any consequences arising from incorrect, incomplete or outdated information provided by the Customer.
- 12.2.The Customer is responsible for the lawful use of the selected payment method and confirms that they are authorised to use the relevant payment instrument.
- 12.3.The Customer shall accept delivery of the Product where it conforms to the Order and, upon receipt, inspect its external condition and completeness without undue delay.
- 12.4.If any visible damage, defects or discrepancies are identified, the Customer shall promptly notify the Seller and, where appropriate, the carrier, providing photographs or other supporting evidence where reasonably available.
- 12.5.The Customer shall use, install, operate and maintain the Product in accordance with the instructions, safety requirements and recommendations provided by the Seller or the manufacturer.
- 12.6.The Customer shall not use the Online Store for any unlawful, fraudulent or otherwise improper purpose, including placing knowingly false Orders, attempting to circumvent security measures or interfering with the operation of the Online Store.
- 12.7.Where the Online Store provides customer accounts, the Customer is responsible for maintaining the confidentiality of account credentials, including usernames and passwords. The Customer is responsible for all activities carried out through their account, except where such activities result from the Seller's fault.
- 12.8.The Customer shall reasonably cooperate with the Seller where necessary for the fulfilment of an Order, delivery, warranty claim or any other legitimate request relating to the Agreement.
- 12.9.The Customer is responsible for complying with all applicable local laws relating to the importation, use or operation of the Product in the country where the Product is delivered or used, where such responsibility rests with the Customer under applicable law.

## 13. SELLER OBLIGATIONS

- 13.1.The Seller shall process Orders professionally, in good faith and in compliance with the applicable laws of the Republic of Latvia, the European Union and any other applicable legal requirements.

- 13.2. The Seller shall use reasonable efforts to ensure that the information published in the Online Store regarding the Products is accurate, complete and up to date. However, the Seller does not warrant that all information will always be entirely free from typographical, technical or administrative errors.
- 13.3. The Seller shall use reasonable efforts to deliver the Products specified in the Order within a reasonable period and in accordance with this Agreement and applicable law.
- 13.4. If the Seller is unable to fulfil an Order in whole or in part due to Product unavailability, technical reasons or other objective circumstances, the Seller shall promptly inform the Customer and offer an appropriate solution, including an alternative Product or a refund where applicable.
- 13.5. The Seller shall provide the Customer with access to customer support through the communication channels specified in the Online Store for enquiries relating to Orders, delivery, warranty, returns or other matters concerning this Agreement.
- 13.6. The Seller shall process the Customer's personal data only to the extent necessary for order fulfilment, customer service, compliance with legal obligations and other purposes described in the Seller's **Privacy Policy** and applicable data protection laws.
- 13.7. The Seller shall implement reasonable technical and organisational measures to protect the Online Store, Order information and personal data against unauthorised access, disclosure, alteration or destruction.
- 13.8. The Seller shall handle Customer complaints, warranty claims and other requests within a reasonable period in accordance with applicable law and this Agreement.
- 13.9. The Seller shall not be liable for any failure or delay in performing its obligations where such failure or delay results from Force Majeure or circumstances beyond the Seller's reasonable control, to the extent permitted by applicable law.
- 13.10. The Seller shall conduct its business in accordance with the principles of fair commercial practice and ensure that the Customer receives the protection afforded by applicable law throughout the term of this Agreement.

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## 14. INTELLECTUAL PROPERTY

- 14.1. All intellectual property rights relating to the Online Store and its content, including but not limited to text, photographs, images, videos, graphic elements, logos, trademarks, designs, product configurations, drawings, technical descriptions, software, databases and other works protected by copyright or industrial property rights, are owned by the Seller or the respective rights holders and are protected under applicable law.
- 14.2. Nothing in this Agreement grants the Customer ownership of or a licence to any of the Seller's intellectual property, except for the limited right to use the Online Store and the purchased Products for their intended purpose.
- 14.3. Without the Seller's prior written consent, the Customer may not copy, reproduce, publish, distribute, translate, modify, reverse engineer, commercially exploit or otherwise use any content of the Online Store, in whole or in part, except where permitted by applicable law.
- 14.4. The **STEAM SPIRIT** trademarks, logos, product names and other distinctive signs are the property of the Seller or the respective rights holders. Their use without prior written permission is prohibited except where permitted by applicable law.
- 14.5. The Customer may use the content of the Online Store solely for personal, non-commercial purposes to the extent necessary for selecting, purchasing and using the Products.
- 14.6. Where the Customer submits reviews, comments, ideas, suggestions or other content to the Seller, the Customer grants the Seller a non-exclusive, royalty-free, worldwide licence to use such content for business purposes, to the extent permitted by applicable law and without affecting the Customer's moral rights where applicable.
- 14.7. The Seller respects the intellectual property rights of third parties. Any person who believes that content published in the Online Store infringes their intellectual property rights may contact the Seller by submitting a reasoned written notice.
- 14.8. The provisions of this section shall survive the termination or completion of this Agreement to the extent necessary to protect intellectual property rights.

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## 15. PRIVACY

- 15.1. The Seller processes the Customer's personal data in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR), the applicable laws of the Republic of Latvia and the Seller's **Privacy Policy**.
- 15.2. Personal data shall be processed only to the extent necessary for order processing, performance of this Agreement, payment administration, delivery, customer service, warranty and complaint handling, compliance with legal obligations, fraud prevention and other legitimate business purposes.
- 15.3. The Seller may disclose personal data to third parties only where necessary for the performance of this Agreement or compliance with legal obligations, including payment service providers, logistics partners, IT service providers, professional advisers or public authorities where required by applicable law.
- 15.4. The Seller implements appropriate technical and organisational security measures to protect personal data against unauthorised access, disclosure, loss, alteration or other unlawful processing.
- 15.5. The Customer is entitled to exercise all data subject rights available under applicable law, including the rights of access, rectification, erasure, restriction of processing, objection to processing, data portability and, where processing is based on consent, withdrawal of that consent at any time.
- 15.6. Personal data shall be retained only for as long as necessary to fulfil the purposes set out in this Agreement or as required by applicable law. Upon expiry of the applicable retention period, personal data shall be securely deleted or anonymised unless otherwise required by law.
- 15.7. Where personal data is transferred outside the European Economic Area, the Seller shall ensure that such transfer is carried out in accordance with the GDPR and appropriate safeguards are implemented.
- 15.8. Detailed information regarding the processing of personal data, data subject rights, the use of cookies and contact information is available in the Seller's **Privacy Policy**, which forms an integral part of this Agreement.
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## 16. LIMITATION OF LIABILITY

- 16.1. Nothing in this Agreement limits or excludes the Seller's liability to the extent that such limitation or exclusion is prohibited by applicable law, including consumer protection legislation.
- 16.2. To the extent permitted by applicable law, the Seller shall not be liable for any indirect, incidental, consequential or special damages, including loss of profit, business interruption, loss of data or other economic losses, except where such liability is mandatory under applicable law.
- 16.3. The Seller shall not be liable for any loss or delay resulting from Force Majeure, acts or omissions of third parties, failures of internet services, electronic communications networks, payment systems or other circumstances beyond the Seller's reasonable control.
- 16.4. The Seller shall not be liable for any damage resulting from the Customer's improper use, installation, operation, maintenance or storage of the Product, or failure to follow the Seller's or manufacturer's instructions.
- 16.5. The Seller shall not be responsible for the availability, accuracy or operation of third-party websites, services or content, even where links to such resources are provided in the Online Store. Such links are provided for informational purposes only.
- 16.6. The Seller uses reasonable efforts to ensure the continuous availability of the Online Store but does not guarantee that the Online Store will always be available without interruption, delay or technical error.
- 16.7. To the extent permitted by applicable law, the Seller's total liability arising out of or in connection with this Agreement shall not exceed the purchase price paid for the relevant Product, unless applicable law provides otherwise.
- 16.8. The Customer shall take reasonable steps to mitigate any potential loss and shall promptly notify the Seller of any circumstances that may give rise to a claim under this Agreement.
- 16.9. The provisions of this section shall apply to the fullest extent permitted by applicable law and shall survive the termination of this Agreement to the extent necessary for the resolution of any claims.
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## 17. FORCE MAJEURE

- 17.1. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay is caused by Force Majeure.
- 17.2. Force Majeure means any event or circumstance beyond the reasonable control of the affected Party which could not reasonably have been foreseen, prevented or overcome, including but not limited to natural disasters, fire, flood, storms, earthquakes, epidemics, pandemics, war, armed conflict, terrorism, civil unrest, strikes (other than strikes by the affected Party's own employees), governmental actions, import or export restrictions,

transportation disruptions, power outages, failures of communication or information technology systems, or other similar extraordinary circumstances.

- 17.3. The Party relying on Force Majeure shall notify the other Party without undue delay of the occurrence of such circumstances, their expected impact on the performance of the Agreement and, where reasonably possible, the anticipated duration of the event.
- 17.4. During the period of Force Majeure, the affected obligations shall be suspended for as long as the Force Majeure event continues. The Parties shall use reasonable efforts to mitigate the effects of such circumstances and resume performance as soon as reasonably practicable.
- 17.5. If the Force Majeure event continues for more than sixty (60) calendar days and materially prevents the performance of the Agreement, either Party may terminate the relevant Order or this Agreement in respect of the unperformed obligations by giving written notice to the other Party. In such case, neither Party shall be liable for any indirect or consequential losses, to the extent permitted by applicable law.
- 17.6. Force Majeure shall not relieve either Party from obligations that became due before the occurrence of the Force Majeure event, including the obligation to pay for Products already delivered or services already provided.
- 17.7. The provisions of this section shall apply to the fullest extent permitted by applicable law.

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## 18. AMENDMENTS

- 18.1. The Seller reserves the right to amend or supplement this Agreement at any time, to the extent permitted by applicable law. Any amendments shall become effective upon publication in the Online Store unless a different effective date is specified.
- 18.2. Amendments shall not apply to Orders accepted before the effective date of such amendments unless otherwise required by applicable law or expressly agreed in writing between the Parties.
- 18.3. The Customer is encouraged to review the current version of this Agreement published in the Online Store before placing each Order.
- 18.4. Where applicable law requires prior notice of material amendments to this Agreement, the Seller shall provide such notice in accordance with the applicable legal requirements.
- 18.5. If any provision of this Agreement is found to be invalid, unlawful or unenforceable, such provision shall not affect the validity or enforceability of the remaining provisions. The invalid provision shall, where possible, be replaced with a valid provision that most closely reflects its original legal and commercial intent.
- 18.6. This Agreement, together with the policies referred to herein, including the **Privacy Policy, Return & Refund Policy, Digital Privacy & Cookie Policy** and any other documents expressly incorporated by reference, constitutes the entire agreement between the Parties regarding Products purchased through the Online Store and supersedes any prior oral or written understandings relating thereto.

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## 19. Governing Law

- 19.1. This Agreement, its interpretation, validity, performance and any disputes arising out of or in connection with it shall be governed by the laws of the Republic of Latvia.
- 19.2. Where the Customer is a consumer, this choice of law shall not deprive the Customer of the protection afforded by mandatory consumer protection provisions applicable in the country of the Customer's habitual residence, to the extent required under applicable rules of private international law.
- 19.3. If any provision of this Agreement conflicts with mandatory provisions of applicable law, such mandatory provisions shall prevail, while the remaining provisions of this Agreement shall remain in full force and effect.
- 19.4. References to the laws of the Republic of Latvia or the European Union include any amendments, replacements or successor legislation applicable after the publication of this Agreement, to the extent relevant.
- 19.5. This section shall apply to the fullest extent permitted by applicable law.

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## 20. Dispute Resolution

- 20.1. The Parties shall endeavour to resolve any dispute, disagreement or claim arising out of or in connection with this Agreement through good faith negotiations with the aim of reaching an amicable settlement.

- 20.2. The Customer may submit a complaint by contacting the Seller at [store@steamspirit.eu](mailto:store@steamspirit.eu). Where a Consumer submits a written complaint, the Seller shall provide a written response within 15 Business Days of receipt. If an objective reason prevents a response within that period, the Seller shall promptly inform the Consumer in writing of the reason and indicate a reasonable extended response period.
- 20.3. If the dispute cannot be resolved through negotiation, the Consumer may be entitled to use alternative dispute resolution procedures or submit a complaint to the competent consumer protection authority in accordance with applicable law.
- 20.4. Consumers within the European Union may also have access to other dispute resolution mechanisms available under applicable European Union and national legislation.
- 20.5. If the dispute cannot be resolved through alternative dispute resolution or where no mandatory procedure applies under applicable law, the dispute shall be submitted to the competent court of the Republic of Latvia in accordance with the applicable rules of jurisdiction and procedure. Nothing in this provision limits the Consumer's right to bring proceedings before another competent court where such right is granted by applicable law.
- 20.6. This section shall apply to the fullest extent permitted by applicable law.

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## 21. CONTACT INFORMATION

- 21.1. For any questions, requests, complaints or other matters relating to this Agreement, the Customer may contact the Seller using the contact details below or any updated contact information published in the Online Store.

**Seller:** SIA STEAM SPIRIT

**Registration No.:** 40203637978

**VAT No.:** LV40203637978

**Registered Office:** 9–3 Vasaras Street, Dreilīņi, Stopiņu Parish, Ropaži Municipality, LV-2130, Latvia

**Web Store Customer Support:** [store@steamspirit.eu](mailto:store@steamspirit.eu)

**Website:** [www.steamspirit.eu](http://www.steamspirit.eu)

- 21.2. The Seller may update its contact details from time to time. The contact information published in the Online Store shall be deemed the official contact information and shall supersede any previously published contact details from the date of publication.
- 21.3. Unless otherwise required by applicable law, all communications between the Parties may be made electronically. Electronic communications shall be deemed received within a reasonable time after dispatch unless proven otherwise.
- 21.4. Agreement becomes effective on the date of its publication in the Online Store and remains in force until replaced by a newer version or withdrawn. Each Order shall be governed by the version of this Agreement in force on the date the relevant Order was accepted.
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