

GENERAL TERMS AND CONDITIONS OF SALE

SELLER

Company: SIA STEAM SPIRIT

Registration No.: 40203637978

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Website: www.steamspirit.eu

Document ID: DOC-LEG-004

Version: v1.0

Status: APPROVED

Valid as of 12.08.2026 | steamspirit.eu

PARTIES

This Agreement is concluded on the date it becomes binding under Clause 2.

SIA **STEAM SPIRIT**, Registration No.: 40203637978, General enquiries: hello@steamspirit.eu, Sales: sales@steamspirit.eu, Website: www.steamspirit.eu (the "Seller")

The Buyer's full legal name, registration number (if applicable), address, contact details, and invoicing information are specified in the Seller's Offer/Quotation (Annex 1), which forms an integral part of this Agreement.

The Seller and the Buyer are hereinafter collectively referred to as the "Parties" and individually as a "Party".

1. SUBJECT OF AGREEMENT

- 1.1. **General Terms and Conditions of Sale** ("GTC") govern sales of **STEAM SPIRIT** prefabricated sauna modules, cabins and other project-specific architectural structures, including components and accessories included in the applicable Offer/Quotation (collectively referred to as the "Goods"). Products purchased through the **STEAM SPIRIT** Online Store are excluded and are governed by the applicable Web Store terms.
- 1.2. The Seller agrees to sell, deliver (if applicable) and the Buyer agrees to purchase the Goods in accordance with the individual Offer/Quotation (Annex 1), Annexes, amendments, and GTC (the "Contract Documents").
- 1.3. The model, configuration, technical parameters, dimensions, materials, and performance characteristics of the Goods shall be included in the applicable Offer/Quotation (Annex 1) issued by the Seller.
- 1.4. In the event of any inconsistency, the Contract Documents shall prevail in the following order: (i) Annex 1 (Offer/Quotation); (ii) GTC.
- 1.5. Any modifications, additions, or deviations from the agreed specifications shall be valid only if confirmed in writing by the Seller. Approved modifications may result in adjustments to price, delivery timeline, and technical performance.
- 1.6. The Seller reserves the right, upon notifying the Buyer, to make minor technical improvements or modifications that do not materially affect the functionality, performance, or agreed characteristics of the Goods.

2. FORMATION OF AGREEMENT

- 2.1. This Agreement shall become legally binding upon the earliest of:
 - 2.1.1. the Buyer's signature of the Seller's Offer/Quotation (Annex 1);
 - 2.1.2. the Buyer's electronic signature on Agreement;
 - 2.1.3. payment of the Reservation Fee.
- 2.2. Electronic communications shall be deemed legally valid and binding.

3. PURCHASE PRICE

- 3.1. Prices for Standard **STEAM SPIRIT** models are determined in accordance with the official price structure in effect at the time of Agreement conclusion.
- 3.2. Seller reserves the right to adjust its price structure at any time prior to Agreement conclusion. Confirmed Agreements remain unaffected by subsequent price revisions.
- 3.3. Prices for Custom-Made Goods are defined individually in the written quotation issued by the Seller. Quotations are project-specific and valid only for the period stated therein, reflecting material allocation, production scheduling, and capacity planning.
- 3.4. Unless expressly stated otherwise in the applicable quotation, prices include:
 - 3.4.1. Standard structural packaging suitable for protected transport.
- 3.5. Unless expressly stated otherwise in the applicable quotation, prices exclude:
 - 3.5.1. Delivery and on-site logistics;

- 3.5.2. Installation services;
 - 3.5.3. Insurance during delivery;
 - 3.5.4. Value Added Tax (VAT);
 - 3.5.5. Customs duties or import/export charges;
 - 3.5.6. Any site-specific preparation or regulatory compliance costs.
- 3.6. All additional costs in accordance with Clause 3.5 shall be borne by the Buyer unless otherwise agreed in writing.

4. PAYMENT TERMS AND RESERVATION FEE

- 4.1. Within five business days following formation of the Agreement in accordance with Clause 2.1.3., the Seller shall issue an invoice for the Reservation Fee in accordance with the agreed payment schedule.

4.2. Reservation Fee (10%)

- 4.2.1. The Buyer shall pay a Reservation Fee equal to ten percent (10%) of the total Purchase Price within five business days from the date of issuance of the corresponding invoice. Payment is deemed made when credited to Seller's account. Buyer bears bank charges and intermediary fees.
- 4.2.2. The Reservation Fee: (i) secures the Buyer's production slot within the Seller's limited annual capacity; (ii) covers administrative processing, technical preparation, and project scheduling; (iii) confirms material allocation and preliminary procurement planning.
- 4.2.3. Subject to mandatory applicable law, the Reservation Fee is retained where the Agreement is cancelled before production as compensation for reserved production capacity, administrative processing and project preparation. Any amount retained shall not exceed the Seller's reasonable losses and costs attributable to the cancellation where mandatory consumer law requires such limitation.
- 4.2.4. In case of full execution of the agreement, the reservation fee is included in the total purchase price.

4.3. Advance Payment (50%)

- 4.3.1. The Seller shall notify the Buyer in writing of the confirmed production start date. Upon such notification, the Seller shall issue an invoice for the Advance Payment equal to 50% of the total Purchase Price.
- 4.3.2. The Advance Payment must be paid within five business days from invoice date and in any event prior to commencement of production. Payment is deemed made when credited to Seller's account. Buyer bears bank charges and intermediary fees.
- 4.3.3. Production shall not begin until the Advance Payment has been received in full.
- 4.3.4. If the Buyer fails to pay the Advance Payment within the specified period, the Seller shall be entitled to suspend production planning, reallocate production capacity, terminate the Agreement, and retain the Reservation Fee as compensation for allocated capacity and administrative costs.

4.4. Final Payment (40%)

- 4.4.1. Upon completion of production and prior to dispatch or delivery of the Goods, the Seller shall issue an invoice for the remaining 40% of the total Purchase Price.
- 4.4.2. The Final Payment must be received in full before the Goods are released for delivery or made available for collection. Payment is deemed made when credited to Seller's account. Buyer bears bank charges and intermediary fees.
- 4.4.3. Delivery or handover to a carrier shall occur only after full payment of all amounts due under this Agreement.

5. CUSTOM-MADE GOODS

- 5.1. The Buyer acknowledges that the Goods may be individually designed and manufactured according to the Buyer's specific requirements, dimensions, materials, or configuration.

- 5.2. Where the Goods are custom-made or clearly personalised, the Buyer understands and agrees that statutory rights of withdrawal or cancellation may not apply, to the extent permitted under applicable consumer protection laws.
- 5.3. Nothing in this clause shall limit any mandatory rights granted to consumers under applicable legislation.

6. RETENTION OF TITLE

- 6.1. Title and legal ownership of the Goods shall transfer to the Buyer only upon full and final receipt of all amounts due under this Agreement, including the Purchase Price and any ancillary costs.
- 6.2. Until such payment has been received in full, the Goods shall remain the exclusive property of the Seller. The Buyer shall not pledge, resell, modify, or otherwise dispose of the Goods prior to the transfer of title.

7. DELIVERY

7.1. Delivery Terms

- 7.1.1. Unless expressly stated otherwise in the Offer/Quotation (Annex 1) or in a separate written agreement between the Parties, delivery of the Goods shall be arranged by the Seller.
- 7.1.2. Where the Seller organizes transport, delivery shall be deemed completed and risk of loss or damage shall transfer to the Buyer upon physical handover of the Goods at the agreed delivery location. Title transfers only in accordance with Clause 6.
- 7.1.3. The Seller may arrange transport either directly or through a third-party carrier acting on behalf of the Seller. Until physical delivery at the agreed destination, the risk of loss or damage shall remain with the Seller.
- 7.1.4. Where installation services are separately agreed, risk shall transfer to the Buyer upon completion of installation or upon handover of the Goods at the delivery site, whichever occurs first.
- 7.1.5. If the Buyer requests delivery under specific Incoterms® 2020 rules (including FCA), such terms shall apply only if expressly stated in the quotation or order confirmation.

7.2. Delivery Period

- 7.2.1. Standard delivery timeframes are specified in the Offer/Quotation (Annex 1). The delivery term applicable to a particular order shall be confirmed by the Seller in the relevant order confirmation.
- 7.2.2. The delivery period shall commence on the date the Seller confirms the Buyer's order, provided that all payments in accordance with Clause 4 have been received.
- 7.2.3. For Custom-Made Goods, the delivery timeframe shall begin only after all technical, manufacturing, and order-related details have been fully agreed upon by the Parties.
- 7.2.4. Should the Buyer introduce any subsequent amendments to the order that impact production, the delivery schedule shall be adjusted accordingly, reflecting the duration of the resulting delay.

7.3. Determination of Exact Delivery Date

- 7.3.1. Where the Parties agree that the Seller shall organize transportation and/or installation, the Seller shall inform the Buyer of the precise delivery date and time within a reasonable notice period. The scope of installation works shall be defined in a separate written agreement.
- 7.3.2. If accidental damage occurs during handling, processing, transportation, or installation (including, for example, glass breakage or damage of Goods), the Seller reserves the right to revise the agreed delivery deadline. Such events shall be treated as unforeseen circumstances, and the Seller shall not be held responsible for any indirect costs, losses, or claims arising from delays caused thereby.
- 7.3.3. In the case of delivery and installation (if applicable) of Goods, the Buyer or end customer shall be responsible for arranging, in their own name and at their own expense, suitable lifting equipment (such as a crane) necessary for safe placement of the Goods at the prepared location.
- 7.3.4. If installation (if applicable) or placement of Goods cannot be completed due to conditions not fulfilled by the Buyer, the Seller's delivery obligation shall be deemed satisfied. In such instances, Goods may be temporarily positioned at an appropriate location at the Buyer's premises where feasible. If temporary placement is not possible, the Seller may arrange storage at a nearby facility or return Goods to its own premises.

7.3.5. In case clause 7.3.4 occurs a revised delivery date shall then be agreed. All costs associated with storage, handling, and re-delivery shall be borne by the Buyer

8. INSPECTION & ACCEPTANCE

- 8.1. Upon receipt of the Goods, the Buyer shall be provided with a delivery note ("Delivery Note" Annex 2). Any visible defects, damage, shortages, or non-conformities must be documented in writing. The Buyer shall complete, sign, and return the Delivery Note via email no later than three working days following delivery. The Delivery Note shall include:
- 8.1.1. Buyer identification details;
 - 8.1.2. Confirmation of receipt of the Goods;
 - 8.1.3. Any defects or discrepancies identified upon inspection, together with supporting photographic evidence where applicable;
 - 8.1.4. Buyer's signature;
 - 8.1.5. Failure to return Delivery Note does **not** prevent acceptance/risk transfer for damage or losses, but may affect visible damage claims.
- 8.2. The Buyer shall inspect the Goods immediately upon delivery and prior to installation (if applicable).
- 8.3. If the Buyer fails to notify the Seller within the specified period, the Goods shall be deemed accepted with respect to all visible defects.
- 8.4. This provision does not affect the Buyer's rights in respect of hidden defects that could not reasonably have been detected upon delivery.
- 8.5. The Buyer shall accept delivery of Goods at the agreed place and time.
- 8.6. In the event that the Buyer refuses delivery without justified cause or fails to accept delivery as scheduled, the Seller shall be entitled to impose a contractual penalty amounting to 0.1% of the price of the relevant Goods per day of delay, capped at 10% of the Purchase Price of the relevant Goods.
- 8.7. Furthermore, the Buyer shall compensate the Seller for any expenses or losses incurred as a result of such refusal or delay, including but not limited to storage and insurance costs.

9. BUYER RESPONSIBILITIES

- 9.1. The Buyer shall, at its own expense and risk, ensure that the delivery site is properly prepared prior to delivery. In particular, the Buyer shall ensure:
- 9.1.1. Adequate and unobstructed access for delivery vehicles and lifting equipment;
 - 9.1.2. A properly constructed and load-bearing foundation or base suitable for the specific model of Goods;
 - 9.1.3. Compliance with all applicable local building regulations and permit requirements;
 - 9.1.4. Availability of appropriate electrical connections and technical infrastructure in accordance with the Seller's specifications;
 - 9.1.5. Safe working conditions for delivery and, where applicable, installation personnel.
- 9.2. If delivery or installation cannot be completed due to the Buyer's failure to fulfil these obligations, the Seller shall be entitled to charge reasonable additional costs, including but not limited to waiting time, re-delivery, storage, or additional site visits.

10. WARRANTY

10.1. General Warranty

- 10.1.1. Seller warrants that the Goods delivered under this Agreement are free from manufacturing defects and conform to the specifications agreed between the Parties.
- 10.1.2. Seller strives to provide Goods reflecting reliability, durability, and long-term value.
- 10.1.3. This warranty is provided to ensure Buyer's confidence in the quality and construction of the Goods.

10.2. Sauna, Cabin or architectural structure Warranty Period:

- 10.2.1. Seller provides a **three year warranty** for the exterior and a **two year warranty** for the interior covering manufacturing defects, effective from the date of delivery or the date of installation (if applicable).
- 10.3. The warranty covers defects arising from faulty materials or workmanship under normal use conditions.
- 10.4. Repairs or replacements during the warranty period shall be covered only for the remaining duration of the original warranty period applicable to the Goods.
- 10.5. Warranty Exclusions:
- 10.5.1. This warranty is limited exclusively to manufacturing defects. All other claims, including aesthetic changes due to natural material behaviour (wood movement, colour variation, weathering), are expressly excluded and do **not** cover:
- 10.5.1.1. Damage caused by misuse or improper operation;
 - 10.5.1.2. Neglect or lack of maintenance;
 - 10.5.1.3. Normal wear and tear;
 - 10.5.1.4. Natural weathering of materials;
 - 10.5.1.5. Improper installation by Buyer or third parties;
 - 10.5.1.6. Modifications or repairs not authorised by Seller.
- 10.6. Heater Warranty (IKI Sauna Heaters):
- 10.6.1. Where the sauna includes an **IKI Sauna Heater**, the following applies:
- 10.6.1.1. IKI heaters include a one year manufacturer warranty against manufacturing defects;
 - 10.6.1.2. Warranty claims after the manufacturer's warranty period shall be handled directly by **Ikikiuas**;
 - 10.6.1.3. Additional IKI warranty terms may apply depending on product type and usage conditions.
 - 10.6.1.4. Warranty coverage does not extend to damage resulting from: incorrect installation, improper electrical connection and improper use.
- 10.7. Third-Party Components Included in the Goods
- 10.7.1. For components not manufactured by Seller and supplied as part of the Goods (including heaters, control units, electrical appliances, plumbing and accessories), warranty coverage is subject to the applicable manufacturer's warranty terms and any mandatory rights under applicable law.
- 10.8. Warranty conditions may differ between private and commercial use. Commercial usage may result in reduced warranty coverage per separate component manufacturer policies.
- 10.9. Warranty Claim Procedure:
- 10.9.1. Buyer shall notify Seller promptly upon discovering a defect and provide reasonable evidence (photos, description, etc.);
 - 10.9.2. The seller evaluates the claim within a reasonable period of time;
 - 10.9.3. For business Buyers, the Seller may determine an appropriate repair, replacement or other reasonable remedy under the Contract Documents. For Consumers, mandatory statutory remedies apply, including the Consumer's first-instance choice of repair or replacement unless impossible or disproportionate, with other remedies available where statutory conditions are met.
- 10.10. Limitation of Warranty Remedies
- 10.10.1. Commercial warranty remedies may be limited to repair, replacement or correction of defects as stated in the applicable warranty terms; this does not limit any mandatory Consumer right to a price reduction, termination or reimbursement where the statutory conditions are met.
 - 10.10.2. Seller shall not be liable for indirect damages, consequential losses, loss of use, or installation/removal costs unless required by law.

11. STORAGE & DELAYED ACCEPTANCE

- 11.1. If the Buyer fails to accept delivery on the agreed date, or requests postponement after the Goods are ready for dispatch, the Seller shall be entitled to store the Goods at the Buyer's risk and expense.
- 11.2. In such case, the Seller may charge reasonable storage, handling, insurance, and administrative fees for the duration of the delay. Storage fees shall accrue from the originally agreed delivery date until actual delivery or collection.

- 11.3. The Seller shall not be liable for any deterioration, loss, or damage occurring during the storage period, except where caused by gross negligence or wilful misconduct.
- 11.4. Any delay in acceptance shall not postpone the Buyer's obligation to make the Final Payment.

12. PENALTY & BREACH OF CONTRACT

- 12.1. If the Buyer fails to make any payment due under this Agreement within the specified deadline, the Buyer shall be deemed in material breach of the Agreement.
- 12.2. In such case, the Seller shall be entitled, without prejudice to any other rights or remedies available under law or this Agreement, to:
- 12.2.1. suspend production and/or procurement of materials;
 - 12.2.2. postpone or withhold delivery of the Goods;
 - 12.2.3. reallocate reserved production capacity;
 - 12.2.4. charge late payment interest on the overdue amount at the European Central Bank (ECB) reference rate plus 8 percentage points where permitted by applicable law; for Consumers, any interest or charge shall not exceed mandatory legal limits;
 - 12.2.5. claim reasonable debt recovery costs;
 - 12.2.6. and/or terminate the Agreement by written notice.
- 12.3. In the event of termination due to the Buyer's non-payment, the Seller shall retain the Reservation Fee and any other payments already received as compensation for allocated production capacity, administrative processing, engineering time, and committed material costs.
- 12.4. Where the Seller's actual losses exceed the amounts retained, the Seller reserves the right to claim additional damages, including but not limited to procurement costs, custom manufacturing losses, storage expenses, and lost production capacity.
- 12.5. Suspension of performance by the Seller shall not relieve the Buyer from its payment obligations.

13. CANCELLATION TERMS

- 13.1. The Buyer may request cancellation of the Agreement prior to the confirmed production start date. In such case, the Seller shall retain the Reservation Fee as compensation for allocated production capacity, administrative preparation, engineering time, and scheduling commitments.
- 13.2. Once production has commenced, cancellation by the Buyer shall constitute a material breach of the Agreement. The Buyer shall compensate the Seller for all costs incurred up to the date of termination, including but not limited to:
- 13.2.1. Material procurement and committed supply orders;
 - 13.2.2. Manufacturing and labour costs;
 - 13.2.3. Engineering and technical preparation;
 - 13.2.4. Administrative expenses;
 - 13.2.5. Allocated production capacity;
 - 13.2.6. Storage and logistics costs where applicable.
- 13.3. Any amounts already paid shall be offset against the Seller's documented costs and losses. If such costs exceed payments received, the Buyer shall remain liable for the outstanding balance.
- 13.4. Where the Goods are custom-manufactured according to the Buyer's specifications, configuration, or dimensions, cancellation shall not be permitted once production has commenced, except with the Seller's prior written consent. Granting such consent shall not waive the Seller's right to full compensation for incurred and committed costs.

14. FORCE MAJEURE

- 14.1. Neither Party shall be liable for any delay or failure in performance of its obligations under this Agreement to the extent such delay or failure is caused by circumstances beyond its reasonable control (Force Majeure).

- 14.2. Force Majeure events include, but are not limited to:
- 14.2.1. Acts of God, natural disasters, extreme weather conditions;
 - 14.2.2. Fire, flood, earthquake, or other catastrophic events;
 - 14.2.3. War, armed conflict, terrorism, civil unrest;
 - 14.2.4. Government actions, sanctions, export/import restrictions, or regulatory changes;
 - 14.2.5. Epidemics or pandemics;
 - 14.2.6. Strikes, labour disputes, or supply chain disruptions;
 - 14.2.7. Shortages of materials or energy beyond reasonable control of the affected Party.
- 14.3. The affected Party shall notify the other Party in writing without undue delay upon becoming aware of the Force Majeure event and shall use reasonable efforts to mitigate its effects.
- 14.4. Where performance is suspended due to Force Majeure, the time for performance shall be extended for the duration of the Force Majeure event.
- 14.5. If the Force Majeure event continues for more than 90 consecutive days, either Party may terminate the Agreement by written notice without liability, provided that the Buyer shall compensate the Seller for all Goods produced and costs incurred up to the date of termination.

15. GOVERNING LAW

- 15.1. This Agreement shall be governed by the laws of the Republic of Latvia. Where the Buyer is a Consumer, this choice of law and jurisdiction shall not deprive the Consumer of any mandatory protection or competent forum available under applicable consumer and private international law. For non-consumer Buyers, exclusive jurisdiction shall lie with the competent courts of the Republic of Latvia.

16. NOTICES

- 16.1. All notices, requests, approvals, or other communications under this Agreement shall be made in writing and delivered by email to the contact details specified in Annex 1, unless otherwise agreed.
- 16.2. A notice shall be deemed received:
- 16.2.1. on the same business day if sent during normal business hours;
 - 16.2.2. on the next business day if sent outside business hours.
- 16.3. Each Party shall promptly notify the other Party of any change to its contact details. Until such notification is received, communications sent to the last notified address shall be deemed valid.

17. SEVERABILITY

- 17.1. If any provision of this Agreement is held to be invalid, unlawful, or unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.
- 17.2. If such modification is not possible, the provision shall be severed, and the remaining provisions shall remain in full force and effect.
- 17.3. No failure or delay by either Party in exercising any right or remedy shall operate as a waiver of that or any other right or remedy.

18. ASSIGNMENT

- 18.1. The Buyer shall not assign, transfer, or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of the Seller.
- 18.2. The Seller may assign this Agreement to an affiliated entity or successor in connection with business restructuring, merger, or sale of business assets.

19. INTELLECTUAL PROPERTY

- 19.1. All intellectual property rights, design concepts, architectural drawings, technical documentation, visualisations, renderings, and production methods related to the Goods shall remain the exclusive property of the Seller.
- 19.2. The Buyer shall not reproduce, modify, disclose, or use such materials for any purpose other than installation and use of the Goods without the Seller's prior written consent.

20. LIMITATION OF LIABILITY

- 20.1. To the maximum extent permitted by applicable law, the Seller's total aggregate liability arising out of or in connection with this Agreement shall not exceed the total Purchase Price paid by the Buyer.
- 20.2. The Seller shall not be liable for:
- 20.2.1. indirect or consequential damages;
 - 20.2.2. loss of profit, revenue, or business opportunity;
 - 20.2.3. loss of use;
 - 20.2.4. third-party claims.
- 20.3. Nothing in this clause shall limit liability for gross negligence, wilful misconduct, or liability that cannot be excluded under applicable law.
- 20.4. Nothing in this Agreement limits mandatory consumer rights where applicable.

21. ENTIRE AGREEMENT

- 21.1. The Contract Documents constitute the entire agreement between the Parties and supersede all prior negotiations, representations, and understandings.
- 21.2. No amendment shall be valid unless made in writing and signed by both Parties.
- 21.3. These Terms and Conditions of Sale are valid as of 12.08.2026.
- 21.4. This Agreement has been prepared electronically and signed with a secure electronic signature. Any annex to this Agreement shall form an integral part of the Agreement.

A N N E X 2**DELIVERY NOTE / INSPECTION & ACCEPTANCE REPORT**

Purchase Agreement No.:	Date of Delivery:
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Order / Invoice No.:	Place of Delivery:
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1. BUYER IDENTIFICATION

Buyer Name / Company: _____
Registration No. (if applicable): _____
VAT No. (if applicable): _____
Address: _____
Contact Person: _____
Email: _____

2. GOODS RECEIVED

The Buyer confirms receipt of the following Goods:

Item No.: _____

Quantity Delivered: _____

Condition Upon Delivery: _____

- ☐ The Goods were delivered in the agreed quantity and apparent condition.
- ☐ The Goods were delivered with defects, damage, shortages, or non-conformities as described below:
- a) _____
- b) _____
- c) _____

3. INSPECTION RESULTS

Following inspection of the Goods upon delivery, the Buyer reports the following visible defects, damage, shortages, or non-conformities:

Photographic Evidence Attached:

☐ Yes ☐ No

Number of photographs attached: _____

4. BUYER DECLARATION

The Buyer acknowledges that:

- The Goods have been inspected upon delivery in accordance with the **Purchase Agreement**.
- Any visible defects, damage, shortages, or non-conformities identified upon inspection are listed in this Delivery Note.

- This Delivery Note shall be returned to the Seller by email no later than 3 working days following delivery.
- Failure to return this Delivery Note does not prevent acceptance of the Goods or transfer of risk but may affect claims relating to visible defects or damage.

Buyer's Signature	Seller's Representative
_____ Name & Date	_____ Name & Date